

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ (Date) day of _____ (Month), 20____

By and Between

RASIKA MERCHANDISE PRIVATE LIMITED (CIN No. U51909WB2004PTC099880 dated 21st September, 2004), a Company within the meaning of the Companies Act, 2013 having its registered office at 5, JBS Halden Avenue, 2nd Floor, Room No. S-2, Police Station Pragati Maidan, Kolkata 700 105 and Income Tax Permanent Account Number AACCR8173N represented by its Director Mr. Piyush Dhoot authorized vide resolution dated _____ and hereinafter referred to as the "Owner" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-interest and permitted assigns) of the First Part

AND

DHOOT REALTORS PRIVATE LIMITED (CIN No. U45400WB2007PTC207854 dated 11th October, 2007), a Company within the meaning of the Companies Act, 2013 having its registered office at 5, JBS Halden Avenue, 2nd Floor, Room No. S-2, Police Station Pragati Maidan, Kolkata 700 105 and Income Tax Permanent Account Number AACCD9640A represented by its Director Mr. Shyam Sunder Malani authorized vide resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the Second Part

The term "**Vendors**" shall mean jointly the Owner and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue. The term "**Promoter/Owner**" and/or the term "**concerned Vendor**" shall mean and refer to the Promoter in respect of the Apartment Units comprised in the Promoter's Area and shall mean and refer to the Owner in case of the Apartment Units comprised in the Owner's Area.

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company within the meaning of the Companies Act, 2013, 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 successors-in-interest, and permitted assigns) of the Third 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 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 the

partners or partner for the time being of the said firm, and their respective heirs, executors, administrators, successors, legal representatives and/or permitted assigns) of the Third Part

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar no. _____) son/daughter/wife 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, legal representatives and permitted assigns) of the Third Part

[OR]

[If the Allottee is a HUF]

_____ HUF, a Hindu Undivided Family represented by its Karta Mr. _____ (Aadhaar no. _____) son of _____ aged about _____, 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 coparceners and members for the time being of the said HUF, and their respective heirs, executors, administrators, successors and permitted assigns) of the Third Part

(Please insert details of other allottee(s) in case of more than one allottee)

The Vendors and Allottee 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 Ben. Act. XLI of 2017);
- (b) "Rules" means the West Bengal Housing Industry Regulations 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.
- (e) Words defined in **Schedule F** shall have the meaning mentioned therein.

WHEREAS

- A. The Owner is the absolute and lawful owner of the said Land described in **Schedule H**. The devolution of title in favour of the Owner in respect of the said Land is mentioned in **Schedule I** hereto.
- B. The Owner has entered into the Development Agreement with the Promoter authorising and empowering the Promoter to develop the said Land by constructing the Buildings thereon and selling the Apartment Units therein to prospective buyers/allottees on the terms and conditions contained therein.
- C. The said Land is earmarked for the purpose of building residential-cum-commercial multi-storied buildings and the Project has been named "**PRATHAM**".

- D.** In terms of the Development Agreement, the Promoter has commenced construction of the Buildings on the Premises. Under the Development Agreement, the Owner is absolutely and exclusively entitled to the Owner's Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same and the Promoter is absolutely and exclusively entitled to the Promoter's Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same.
- E.** The Vendors are fully competent to enter into this Agreement.
- F.** The Kamarhati Municipality has sanctioned the Plans to develop the project vide Building Permit No. _____ dated _____.
- G.** The Promoter has obtained the sanctioned Plans for the Project from the Kamarhati Municipality. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- H.** The Vendors have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- I.** The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Apartment Unit described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**.
- J.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K.** The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The ownership and title of the Owner in respect of the Premises and the documents relating thereto;
 - (ii) The Plans sanctioned by the Municipality and the necessary approvals and permissions;
 - (iii) The right, title, interest and entitlement of the Owner and the Promoter as the developer in respect of the Premises; and
 - (iv) The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment.
- L.** The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.
- M.** 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.
- N.** 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.
- O.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment Unit described in **Schedule A**.
- 1.2 The Agreed Consideration/Total Price for the said Apartment Unit based on the carpet area thereof is Rs. _____ (Rupees _____ only (“**Total Price/Agreed Consideration**”)) as per details mentioned in **Schedule C**.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee towards the said Apartment.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable 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, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of allottees after obtaining the completion certificate;

Provided that all the applicable taxes shall be payable by the Allottee to the Promoter or the Owner, as the case may be;

- (iii) The Promoter/Owner shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make the payment demanded within the time and in the manner specified therein. In addition, the Promoter/Owner shall provide on written request to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the said Apartment includes the proportionate share in land and Common Areas as mentioned in this Agreement.
- (v) The Allottee has been selected for a limited time special discount and accordingly, the Promoter has given a special discount of Rs. _____/- (Rupees _____ only) as indicated in Schedule C hereunder written on the express understanding that the discount is being given to the Allottee in his capacity as the allottee of the said Apartment Unit and that if for any reason whatsoever the purchase of the said Apartment Unit is not completed in favour of the Allottee and/or in the event of cancellation/termination of the this Agreement for any reasons whatsoever, the special discount being offered shall automatically and without any further act or deed become invalid. In the case of happening of such an event, the sum of Rs. _____/- offered as special discount shall be added back to the Agreed Consideration / Total Price mentioned in this Agreement which shall then become Rs. _____/-, including for the purpose of Clause 9.3 (ii).

- 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 and/or increases as may be otherwise agreed. The Promoter/Owner 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/Owner 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.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule 'C'** ("**Payment Plan**").
- 1.5 The Promoter/Owner may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter/Owner.
- 1.6 It is agreed that the Vendor 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' in respect of the said Apartment, without the previous written consent of the Allottee as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee: 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 it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be acquired by the Allottee and the Allottee hereby consents to the same and waives his right of giving any further consent.
- 1.7 The Promoter/Owner shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Buildings is complete and the Occupancy/Completion Certificate is granted by the Municipality, 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/Owner. If there is reduction in the carpet area then the Promoter/Owner 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, allotted to Allottee, the Promoter/Owner shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Vendors agree and acknowledge that the Allottee shall have the right to the said Apartment Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in Schedule A.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or 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 Unit Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, municipal taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the Association of allottees after duly obtaining the completion/ Occupancy Certificate from the Municipality as provided in the Act;
 - (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedules D & E**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
- 1.9 It is made clear by the Vendors and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
- 1.10 The Promoter/Owner agrees to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter/Owner 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 said Apartment Unit to the Allottee, then the Promoter/Owner agrees to be liable, even after the transfer of the said Apartment Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and

be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Allottee has paid a total sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter/Owner hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter/Owner or not, 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 at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

- 1.12 Although the entire Total Price / Agreed Consideration is payable to either the Owner or the Promoter as stated in Schedule C, the Owner and the Promoter hereby confirm and agree to be bound by their respective obligations under the terms and conditions recorded herein.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Vendors abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter/Owner or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque payable at Kolkata or online payment (as applicable) in favour of the Promoter if the said Apartment Unit is comprised in the Promoter's Area and in favour of the Owner if the said Apartment Unit is comprised in the Owner's Area.

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

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Vendors and 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 Vendors with necessary declarations, documents, permission, approvals, etc. 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 and in any event in Indian Rupees only. 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 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 Vendors accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Vendors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Vendors 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 Vendors immediately and comply with necessary formalities if any under the applicable laws. The Vendors 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 Unit applied for herein in any way and the Vendors shall issue the payment receipts in favour of the Allottee only.

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

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

5. **TIME OF ESSENCE:**

The Vendors shall take steps to abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment Unit to the Allottee and the Common Areas to the association of allottees. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C".

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

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Municipality, the Total Price & payment plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D & E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Municipality and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Municipality 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 this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make changes, modifications, additions, alterations and/or variations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas, the ground floor layout

and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Municipality and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

6.3 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

7. DELIVERY OF THE SAID APARTMENT:

7.1 Schedule for delivery of the said Apartment:-

The Vendors agree and understand that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Promoter assures to hand over the said Apartment 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") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the said Apartment provided that such Force Majeure conditions or reasons 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 Vendor to implement the Project due to Force Majeure conditions, then this allotment shall be terminated and the Promoter/Owner shall refund to the Allottee the entire amount received by the Promoter/Owner from the Allottee within 45 days from that date or within such further time as may be agreed between the parties. The Promoter/Owner 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. whatsoever against the Vendors and that the Vendor shall be released and discharged from all their obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Vendors.

7.1A The obligation of any of the Vendors under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession

and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.

- 7.2 **Procedure for taking Possession-** The Promoter/Owner, upon issue of the Partial or Full Occupancy/Completion Certificate by the Municipality, shall offer in writing ("**Notice for Possession**") the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Vendors and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be, municipal taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Completion Certificate. The Promoter/Owner shall hand over the occupancy/completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of the said Apartment-** Upon receiving a written intimation from the Promoter/Owner as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter/Owner by executing necessary indemnities, undertakings and other documentation prepared by the Promoter/Owner through the Project Advocates including those prescribed in this Agreement and the Promoter/Owner shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, municipal taxes and other outgoings as specified in Clause 7.2.
- 7.4 **Possession by Allottee-** After obtaining the occupancy/Completion certificate and handing over physical possession of the Units to all 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 as per the local laws.
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter/Owner

under this Agreement, the Promoter/Owner herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Promoter/Owner towards the Total Price shall only be returned by the Promoter/Owner to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Promoter/Owner shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.

- 7.6 **Compensation.**- The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Building containing the said Apartment is being constructed or has been constructed that is known to the Owner but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, 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. It is further made clear that under no circumstances shall the Owner be liable for any defective title not created by the Owner and/or any defect that existed prior to the purchase of the land. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owner.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter/Owner fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Clause 7.1; or (ii) due to discontinuance of his business on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoter/Owner, the Promoter/Owner shall be liable on written demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him towards the Total Price of the said 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 or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter/Owner interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter/Owner to the Allottee within forty five days of it becoming due and such interest may be adjusted against the interest receivable by the Promoter/Owner from the Allottee for delayed payment in terms of Clause 1.11.

- 7.7 With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice for Possession mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 7.8 From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.
- 7.9 After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter.

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

The Vendor hereby represent and warrant to the Allottee as follows:

- (i) The Owner has marketable title with respect to the said Land. The devolution of title of the Owner in respect of the said Land is mentioned in **Schedule-I** hereto. The Owner has 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 created by the Vendors save and except the Construction Finance borrowed from LIC Housing Finance Limited;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the Municipality with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Buildings and the said Apartment and Common Areas;

- (vi) The Vendors have the right to enter into this Agreement and havenot committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.
- (vii) The Vendors have not entered into any agreement for sale 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 Vendorsconfirm that the Vendors are 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/Owner shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas to the Association of Allottees;
- (x) The said Apartment 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 Apartment;
- (xi) The Vendors 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 Premises to the Municipality till the Occupancy/Completion Certificate is issued;
- (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 Apartment) has been received by or served upon the Vendorsin respect of the said Land and/or the Project.

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

9.1 Subject to the Force Majeure clauses and reasons beyond control, the Promoter/Owner shall be considered under a condition of Default, in the following eventssubject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreementand there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter/Owner fails to offer to provide ready to move in possession of the said Apartmentto the Allottee within the time period specified inSchedule 'A'or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority and/or extensions thereof. For the purpose of this para 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

- 9.2 In case of Default by Promoter/Owner under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:
- (i) Stop making further payments to Promoter/Owner as demanded by the Promoter/Owner. If the Allottee stops making payments the Promoter/Owner shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/Owner shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect; Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter/Owner, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter/Owner to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.
- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of inter alia the following events:
- (i) In case the Allottee fails to make payments of the demands made by the Promoter/Owner as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter/Owner 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 2 (two) consecutive months after notice from the Promoter/Owner in this regard, the Promoter/Owner may cancel the allotment / Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter/Owner by the Allottee by deducting the booking amount (which shall be calculated

after adding back the special discount sum of Rs. _____/- offered as a special discount to the Allottee and mentioned in Clause 1.2 (v) above) and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter/Owner shall be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.

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

- (iii) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter/Owner shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter/Owner within the above time, then the Allottee shall be liable to pay to the Promoter/Owner compensation and/or damages that may be quantified by the Promoter/Owner and in default of such payment within 30 days, the Promoter/Owner may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3(ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- (iv) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Buildings, then in that event the Allottee shall also be liable to pay to the Promoter/Owner compensation and/or damages that may be quantified by the Promoter/Owner.
- (v) Besides the aforesaid rights, the Promoter/Owner shall also be entitled to enforce any other right to which the Promoter/Owner may be entitled to in law by reason of any default or breach on the part of the Allottee.

10. CONVEYANCE OF THE SAID APARTMENT:

10.1 The Vendors, on receipt of Total Price of the said Apartment as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **Schedule Gandall** other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a conveyance deed and

convey the title of the said Apartment, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Vendor is made by the Allottee.

10.2 Any of the following is not intended to and shall not be transferred in favour of the Allottee and the Allottee shall have no right, title, interest, claim or entitlement whatsoever or howsoever in respect thereof:

- a) Open and covered spaces in the Buildings and the Premises not included in the Common Areas mentioned in **Schedule E** hereto;
- b) Other Apartments, Apartment Units, Commercial Space, Commercial Unit, other constructed spaces and Parking Spaces in the Buildings and/or the Premises;
- c) Exclusive Open Terrace attached and/or appurtenant to other Units;
- d) Right of further construction on any part of the land comprised in the Premises or raising of any additional floor/storey/construction over the roofs of the Buildings including both the Private Roof Area and the Common Roof Area;
- e) Private Roof Area along with Private Roof Area Rights in respect of the same which shall belong exclusively to the Owner and the Promoter; and
- f) Commercial Spaces and Commercial Units as also the right of use of the Commercial Units which shall belong exclusively to the owners of the Commercial Units only.

10.3 In respect of the Apartments, Apartment Units, Commercial Space, Commercial Unit, other constructed spaces, Parking Spaces and the properties and rights which are not intended to be transferred to the Allottee as aforesaid, the Owner and the Promoter shall be entitled to use, utilise, enjoy, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever to any person or entity on such terms and conditions as may be thought fit and proper by the Owner and the Promoter in their absolute discretion, without any reference to the Allottee. The Allottee hereby consents to the same and undertakes and covenants not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same. The Allottee has irrevocably and unconditionally agreed and undertaken not to have or be entitled to nor to claim any right title interest in the other Apartments, Apartment Units, Commercial Space, Commercial Unit, other constructed spaces and Parking Spaces at the Premises and/or the properties and rights which are not intended to be transferred to the Allottee as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Owner and/or the Promoter and/or the other Unit Owners, as the case may be,

all right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or in equity, into or upon the other parts and portions of the Buildings and the Premises excepting those which are being expressly agreed to be transferred in favour of the Allottee by this Agreement and has agreed that such provision would also be included in the Deed of Conveyance to be executed in favour of the Allottee in respect of the said Apartment Unit.

10.4 The proportionate share of the Allottee in respect of any matter referred to under this Agreement shall be such as may be determined by the Promoter and the Allottee has agreed and undertaken to accept the same notwithstanding there being minor variations.

10.5 The right of the Allottee regarding the Undivided Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Consideration/Total Price and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration/Total Price paid by the Allottee on the ground of or by reason of any variation of the Undivided Share.

10.6 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

10.7 Save and except the right of obtaining housing loan in terms of Clause 18 below, the Allottee shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee.

10.8 The Promoter may permit and/or grant rights to outsider/third parties against payment of consideration/charges to the Owner and the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Buildings and no one including the Unit Owners and the Association shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outsider/third parties, then the same shall be made over by the Promoter to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Promoter.

10.9 The Allottee confirms that he has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement in respect of the Private Roof Area in respect of which

only the Owner and the Promoter shall have Private Roof Area Rights and the same shall be transferable by the Owner and the Promoter independently to any other Unit Owner of the Buildings and the Commercial Unit. The Allottee hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or in equity, in favour of the Owner, Promoter, and/or their respective transferees of the Private Roof Area and the Commercial Unit and agrees that such provision would also be included in the Deed of Conveyance to be executed in favour of the Allottee in respect of the said Apartment Unit.

10.10 The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter/Owner after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter/Owner may suffer.

10.11 The Common Roof Area shall be demarcated by the Promoter at any time prior to the execution and registration of the Deeds of Conveyance in favour of the Unit Owners or handover possession of the Units to the Unit Owners. The entire ultimate roof area other than the Common Roof Area shall form part of the Private Roof Area. The map of the demarcated Common Roof Area and the Private Roof Area (comprising of Owner's Private Roof Area and Promoter's Private Roof Area) shall be annexed to the Deeds of Conveyance.

11. **MAINTENANCE OF THE BUILDINGS/ APARTMENT/ PROJECT**

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the completion certificate of the Project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter.

11.2 The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Vendors shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Buildings and the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Buildings and the Premises to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.

11.3 All the UnitOwners as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

11.4 All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.

11.5 The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

11.6 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.

11.7 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all UnitOwners of the Buildings including the Allottee herein.

11.8 The rights of the Owner, the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

11.9 The Allottee shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Vendors.

11.10 The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee from the date of issuance of the Completion Certificate notwithstanding anything to the contrary contained in Clause 15 or Schedule J or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

11.11 The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate Common Expenses and/or Maintenance Charges.

11.12 The certified copies of title deeds relating exclusively to the Premises that are available with the Owner along with related documents and certified copy of Plans of the Buildings shall be handed over by the Owner and the Promoter to the Association within 3 (three) months of handing over of maintenance of the Buildings to the Association.

11.13 From the date of offering the handing over of maintenance to the Association, the Vendor shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Buildings, Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendor shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Vendor and/or their respective directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

11.14 It is expressly agreed and understood by the parties that the Owner has nothing to do with the development and/or providing of Common Areas and as such at no time, whether before or after the date of handing over of maintenance to the Maintenance Agency, the Owner or any of their directors, employees or agents shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters mentioned in Clause 11.13 above.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of Occupancy/Completion Certificate, the Promoter shall take steps to rectify

such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Buildings.

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

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access to all Common Areas mentioned in **Schedules D & E** as also the garages/covered parking for providing necessary maintenance and repair services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

14. **USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, 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 in any manner whatsoever, and the same shall be reserved for use by the Association of Allottees formed for rendering maintenance services.

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

15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said 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 Buildings, or the said Apartment or the Common Areas 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 shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Buildings 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 facade of the Buildings or anywhere on the exterior of the Project, Buildings therein or Common Areas. The Allottees

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

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

15.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

17. **ADDITIONAL CONSTRUCTIONS:**

17.1 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 has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and this Agreement including the clauses below.

17.2 The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and such future additional/further constructions/ exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Owner and the Promoter are entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roofs as also the Private Roof Area to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the

additional/further constructions. The Allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of the same. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Unit or portion of the Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter. The Owner and the Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Owner and the Promoter have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
 After the Promoter executes this Agreement, it 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 who has taken or agreed to take the said Apartment. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter. Similarly, the Unit Owners shall be entitled to take housing loans for the purpose of acquiring Units in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement. The Owner and the Promoter shall, if required by the Allottee, render co-operation for obtaining such housing loans.
19. **APARTMENT OWNERSHIP ACT:**
 The Vendor have assured the Allottees that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors 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 registration authority as and when intimated by the Vendors. If the Allottee(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Vendors, then the Vendor 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, shall be treated as cancellation of this Agreement by the Allottee without any default of the Vendors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to 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 save and except the General Terms and Conditions in regard to the said Apartment.

22. **RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

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

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

23.2 Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement

(“**Alienation**”) except for the purpose of housing loan in terms of Clause 18 unless all the following conditions are complied with:-

- a) A minimum period of 1 (one) year has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Agreed Consideration/Total Price, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Promoter/Owner of a Transfer Fee equivalent to 2% (Two Percent) of the total resale/transfer price (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Service Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- e) The Allottee shall deposit with the Promoter/Owner No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Apartment Unit including the documents pertaining to the above Apartment Unit.
- f) Prior consent in writing is obtained from the Promoter/Owner regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Vendors due to nomination, assignment, etc. by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination or assignment, etc., shall be compensated by the Allottee or the nominees, assignees, etc. by paying to the Vendors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof. Such amount shall be payable by the Allottee on or before the nomination.

23.3 After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Apartment Unit subject to the following conditions:

a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

b) The transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Municipality and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter/Owner may, at its/his sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter/Owner in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Owner to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter/Owner being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter/Owner. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter/Owner including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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 the 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 the Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Units in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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 or on behalf of the Vendors through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Vendors and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

29. NOTICES:

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

_____ Name of Allottee
 _____ Allottee Address
 M/s _____ Owner name
 _____ Owner Address
 M/s _____ Promoter name
 _____ Promoter Address

It shall be the duty of the Allottee and each of the Vendors to inform the other parties 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 each of the Vendors or the Allottee as the case may be.

30. **JOINT ALLOTTEES:**

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

31. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties.The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

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 referred to Arbitrationunder the Arbitration and Conciliation Act, 1996.The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The terms and conditions of this Agreement for Sale are as per the contractual understanding between the parties and have been mutually agreed upon and have been mutually added/modified by the parties to the basic format suggested under the Rules.Such additional/modified terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint buyers)

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
(2) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

At _____ on _____ in the presence of :

WITNESSES:

(1) Signature _____ Name _____ Address _____
(2) Signature _____ Name _____ Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner:

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

At _____ on _____ in the presence of :

WITNESSES:

(1) Signature _____ Name _____ Address _____
(2) Signature _____ Name _____ Address _____

SCHEDULE 'A'- PLEASE INSERT DESCRIPTION OF THE APARTMENT AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

ALL THAT the residential Apartment No. ____, on the _____ Floor of Part No__ of Block __ measuring about _____ square feet carpet area and _____ square feet built-up area which is equivalent to super built-up area of _____ square feet in the Project named “**PRATHAM**” to be constructed at Premises, as described in Schedule H below and delineated on the **Plan** attached hereto and bordered in **RED** colour thereon together with the right to park _____ medium-sized car in the covered car parking space at such place in the basement of the Premises as may be allotted by the Promoter at the time of handing over of possession and/or _____ medium-sized car in the covered car parking space at such place in the ground floor of the Premises as may be allotted by the Promoter at the time of handing over of possession and/or _____ medium-sized car in the open car parking space at such place in the open spaces surrounding the Buildings as may be allotted by the Promoter at the time of handing over of possession together with proportionate, variable, undivided and impartible share in the Common Areas described in Schedule E below with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Buildings in respect of the same and together with the said Undivided Share.

The Allottee confirms that he is aware that the said Apartment does not contain any Servants Quarter or any space for use of servants.

The said Apartment is to be made ready for handing over possession by _____ unless there is delay due to Force Majeure or reasons beyond control.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN

[NOTE: PLEASE INSERT THE PRICE DETAILS]

		Percentage of Agreed Consideration	Amount (Rs.)
a)	On or before execution of this Memorandum	__%	
b)	On Completion of Piling	__%	
c)	On Completion of 2nd Floor Casting of the concerned building of Block 1	__%	
d)	On Completion of 5th Floor Casting of the concerned building	__%	

	of Block 1		
e)	On Completion of 9th Floor Casting of the concerned building of Block 1	__%	
f)	On Completion of 13th Floor Casting of the concerned building of Block 1	__%	
g)	On Completion of 16th Floor Casting of the concerned building of Block 1	__%	
h)	On Completion of brick work of the said Apartment of the concerned building of Block 1	__%	
i)	On Completion of Flooring of the said Apartment of the concerned building of Block 1	__%	
j)	At or before Date of Possession of the said Apartment or within 15 days of the Notice for Possession, whichever is earlier.	__%	
	Total	100 %	

In terms of the Development Agreement, the Owner is entitled to the entire consideration in respect of the Apartment Units comprised in the Owner's Area while the Promoter is entitled to the entire consideration in respect of the Apartment Units comprised in the Promoter's Area. Under the circumstances, the Total Price / Agreed Consideration payable hereunder is payable to the _____ as the said Apartment Unit described in Schedule A is comprised in the _____'s Area.

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT

Structure:	Earthquake resistant reinforced concrete cement structure
Walls:	Bricks with advanced AAC technology
Doors:	Door frame: Seasoned and treated wood. Main door: Solid core flush door with Godrej or equivalent lock Internal doors: Solid core flush with stainless steel lock

Flooring :	Bedrooms : Good quality vitrified tiles Living/Dining : Good quality vitrified tiles Entrance Lobbies : Granite/Marble/vitrified tiles
Windows:	Fully glazed naturally anodised aluminium
Air-conditioning:	Split AC provisions in living, dining and all bedrooms with connection to A.C. ledge. Air-conditioners to be purchased by the Unit Owners at their own costs.
Water Supply:	Filtered Water Supply from captive and deep tubewells.
Common lighting:	Overhead illumination for compound and common area lighting. Ample illumination in all lobbies, staircase and common areas.
Ground lobby:	Well decorated Ground Floor lobby
Lifts:	2 nos. High speed lifts of at least 12 PAX in each Tower (Otis or equivalent make)
Car Park :	Car parking provisions for medium-sized cars on first come first serve basis at extra cost payable by the Unit Owners. Provision for parking of Visitor's and Doctor's medium-sized Car for temporary periods.

Security:	CCTV at Ground Floor level with Central Surveillance for round the clock security.
Generator:	Standby Generator power back-up at extra cost payable by the Unit Owners. For apartments:2BHK - 500W, 3BHK - 750W, 4BHK - 1000W For common areas and services.
Fire safety:	Fire -fighting equipment as per applicable norms.
Telephone point :	Provision for Cable TV, Telephone and broadband wiring in Bedrooms & Living room.

SCHEDULE 'E'- SPECIFICATIONS AMENITIES FACILITIES WHICH ARE PART OF THE PROJECT

“Common Areas”

Part-I

“Common Areas and installations for all Unit Owners of both residential Apartments and Commercial Spaces”

1. Common drains, sewers and pipes from the Units to drains and sewers to the municipal drain
2. Common water reservoir, water tank, water pipes
3. Wire and accessories for lighting of Common Areas
4. Room for darwan/security guard/caretaker's office in the ground floor of the Premises
5. Boundary walls
6. Fire fighting system/control room
7. Rainwater Harvesting Tank
8. Entrance and exit gates of the Premises
9. Cabling for Cable TV

Part-II**“Common Areas and installations for Unit Owners of residential Apartments “**

1. Community Centre/Club in one of the buildings having facilities and/or provision for gymnasium
2. All lobbies, common passages and staircases of the buildings and common paths in the Premises
3. Lift Machine Room, Lift machinery and lift pits
4. Generator Room for stand-by power for lobbies, common lights, lifts and pumps as also for supply to the Apartment Units as per respective agreement with the Unit Owners.
5. Common Staff Toilet on the ground floor.
6. Electrical Installations including meters, transformer and/or substation that may be installed for receiving electricity from the body supplying electricity.
7. CCTV surveillance for the Common Areas
8. Lawn/landscaped area with separate children plying area.
9. Paths passages and open spaces in the buildings other than those intended to be reserved for parking of medium-sized cars marked by the Promoter for use of any Unit Owners.
10. Common staff toilet on the ground floor.
11. Only Common Roof Area shall form part of the Common Areas. The Private Roof Areas shall belong to the Owner and/or the Promoter with exclusive right and entitlement to use, enjoy and transfer the same absolutely without the Allottee or anyone else having any right, title, interest, claim or entitlement whatsoever in respect of the same as fully mentioned elsewhere in this Agreement.

Part-III**“Common Areas and installations for Unit Owners of Commercial Spaces only”**

1. Electrical installations relating to meter, transformer and sub-station for receiving electricity from the body supplying electricity.
2. Generator Room for stand-by power for Commercial Units.
3. Lift and staircases for the Commercial Units of the Buildings.
4. Parking Spaces in the Buildings intended to be reserved for parking of medium sized cars marked by the Promoter for use of Commercial Units.
5. Common staff toilet on the ground floor.
6. CCTV surveillance for the common area.
7. Only Common Roof Area shall form part of the Common Areas. The Private Roof Areas shall belong to the Owner and/or the Promoter with exclusive right and entitlement to use, enjoy and transfer the same absolutely without the Allottee or anyone else having any right, title, interest, claim or entitlement whatsoever in respect of the same as fully mentioned elsewhere in this Agreement.

Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Owner and the Promoter under this Agreement.

Notwithstanding anything contained elsewhere in this Agreement, the Allottee shall be entitled to common use and share in the Common Areas mentioned in **Part-I** and **Part-II** only and shall not have any right title or interest whatsoever in the Common Areas mentioned in **Part-III** above.

SCHEDULE F- DEFINITIONS

- (a) **“Additional Liabilities”** shall mean the Additional Liabilities mentioned in **Part-I** of **Schedule G** hereto, all of which are to be paid by the Allottee to the Promoter in addition to the Agreed Consideration / Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (b) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee to the Promoter for acquiring the said Apartment Unit;
- (c) **“Apartment”** shall mean any residential apartment and/or any other covered space together with an Exclusive Open Terrace, if any, appurtenant thereto in the Buildings which is capable of being exclusively owned, used and/or enjoyed;
- (d) **“Apartment Unit”** shall mean any Apartment and/or other covered space (including the Exclusive Open Terrace, if any, appurtenant thereto) in the Buildings which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park medium-sized car in a Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with the right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- (e) **“Architect(s)”** shall mean Messrs. Agarwal & Agarwal of 2/5, Sevak Baidya Street, Kolkata – 700 029 who have been appointed as the architects for the Buildings and/or such other Architects whom the Promoter may from time to time appoint as the Architects for the Buildings;
- (f) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the allottees of Units and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (g) **“Block 1”** shall mean the 4 (four) buildings comprising of only residential flats to be constructed at the Premises;
- (h) **“Block 2”** shall mean the single building facing B. T. Road comprising of both residential flats and commercial spaces to be constructed at the Premises;
- (i) **“Buildings”** shall mean the 5 (five) buildings comprised in Block 1 and Block 2 and other constructions to be constructed on the Premises by the Promoter pursuant to the Development Agreement and in terms of the Plans and which may be meant for multiple, mercantile, institutional, commercial and/or residential purpose and use and shall also mean such further buildings, constructions and structures that may be constructed on the Premises by the Promoter from time to time;

- (j) **“Built-Up Area”** in relation to an Apartment or Commercial Space shall mean the plinth area of that Apartment or Commercial Space (including the area of balconies, if any, appurtenant thereto but excluding the area of the Exclusive Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments or Commercial Spaces then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment or Commercial Space;
- (k) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (l) **“Commercial Space”** shall mean any constructed space other than an Apartment meant for commercial/non-residential use including office space, commercial space, showroom space, retail space or any other covered space in Block 2 of the Buildings, which is capable of being exclusively owned, used and/or enjoyed;
- (m) **“Commercial Unit”** shall mean any Commercial Space in Block 2 of the Buildings, any right to park medium-sized car in any Parking Space appurtenant to such Commercial Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Commercial Space;
- (n) **“Common Expenses”** shall include all expenses for the management, maintenance and upkeep of the Buildings, the Common Areas therein and the Premises and the expenses for Common Purposes as mentioned in **Schedule K**;
- (o) **“Common Areas”** shall mean the common areas, facilities and installations in the Buildings and the Premises mentioned in (a) **Part-I** of **Schedule E** hereto which shall be used and enjoyed in common by all the Unit Owners, of both residential Apartments and Commercial Spaces; (b) **Part-II** of **Schedule E** hereto which shall be used and enjoyed in common by the Unit Owners of only residential Apartments; and (c) **Part-III** of **Schedule E** hereto which shall be used and enjoyed in common by the Unit Owners of only Commercial Spaces;
- (p) **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Buildings and in particular the Common Areas, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- (q) **“Common Roof Area”** shall mean the demarcated portion of the ultimate roof over the residential portion of Block 2 (forming part of the Owner’s Allocation) measuring about 2500 square feet and the demarcated portion of the ultimate roof over Block 1 (forming part of the Promoter’s Allocation) measuring about 11000 (eleven thousand) square feet in one or more parts as may be decided and demarcated by the Owner and the Promoter respectively prior to handing over possession of apartments and constructed spaces;
- (r) **“Date of Possession”** shall mean the date on which the Allottee takes actual physical possession of the said Apartment after discharging all liabilities and obligations;
- (s) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all the Allottee’s obligations, paying and depositing all amounts in time and not committing any breach or default;
- (t) **“Deposits”** shall mean the deposits to be made by the Allottee and/or as

mentioned in **Part-II of Schedule G** hereto and shall also include any other amount that the Promoter may require the Allottee to deposit;

- (u) **“Development Agreement”** shall mean the Agreement dated 31st March, 2014 made between the Owner and the Promoter relating to development of the Premises and shall include all modifications, alterations and changes, if any, made therein from time to time as also all documents (including Powers of Attorney)executed pursuant thereto between the Owner and the Promoter;
- (v) **“Exclusive Open Terrace”** shall mean the open terrace(s) attached and/or appurtenant to only certainApartmentsin the Buildings,each open terrace having access from a certain Apartment only and meant to be owned, used and enjoyed exclusively by the allotteeof such Apartment;
- (w) **“Maintenance Agency”**shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings;
- (x) **“Maintenance Charges”**shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (y) **“Municipality”** shall mean the Kamarhati Municipality and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- (z) **“Owner’s Allocation”**shall mean - (1) Block 2 facing B. T. Road consisting of a single building to be constructed at the Premises and comprising of both residential flats and commercial spaces and the covered and open spaces for parking of medium-sized cars under and around the said building, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Areas at the Premiseswith right to use and enjoy the same in common and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the Premises attributable to the same;
- (aa) **“Owner’s Private Roof Area”**shall mean the demarcated balance portion of the ultimate roof area over the Block forming part of the Owner’s Allocation excluding only the Common Roof Area comprised in the Owner’s Allocation in respect of which only the Owner and persons authorized by it and/or its transferees (along with their guests and visitors) shall have Exclusive Private Roof Area Rights and in respect of which the other Unit Owners shall have no right, title, interest, claim or entitlement whatsoever;
- (bb) **“Private Roof Areas”** shall mean collectivelythe Owner’s Private Roof Area and the Promoter’s Private Roof Area;
- (cc) **“Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Owner’s Private Roof Area and the Promoter’s Private Roof Area by the Owner and the Promoter respectively in any manner whatsoever including beautifying and landscaping the same, making private roof gardens, installing water fountains and other water related equipment, making erections and constructions, giving the same on hire, etc. and the Private Roof Area Rights in respect of theOwner’s Private Roof Area and the Promoter’s Private Roof Area shall be exclusively transferable by the Owner and the Promoter respectively;
- (dd) **“Parking Spaces”** shall mean the spaces in the basement and ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings that may be earmarked by the Promoter for parking medium sized cars;
- (ee) **“Plan/Plans”** shall mean the plans of the Buildingsas sanctioned and approved by the Kamarhati Municipality and shall also, wherever the context permits, include

- such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions thereof, if any;
- (ff) **“Premises”** shall mean the piece or parcel of land measuring about 253 (two hundred fifty three cottahs) and 6 (six) chittacks be the same a little more or less together with structures constructed thereon comprised in Premises No. 26, Barrackpore Trunk Road, Kolkata- 700 058 under Police Station Belghoria within Ward no. 8 of the Kamarhati Municipality and more fully described in **Schedule H** hereto and shall also include, wherever the context permits, the Buildings to be constructed thereon;
- (gg) **“Project”** shall mean the work of development of the Premises, construction and completion of the Buildings, marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance in favour of the Unit Owners;
- (hh) **“Project Advocates”** shall mean Messrs. R. Ginodia & Co., Advocates of 4E & F, Hastings Chambers, 7C, Kiran Shankar Roy Road, Kolkata-700 001 appointed by the Promoter;
- (ii) **“Promoter’s Allocation”** shall mean (1) Block 1 consisting of 4 (four) Buildings to be constructed at the Premises and comprising of only residential flats and the covered and open spaces for parking of medium-sized cars under and around the said 4 (four) Buildings, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Areas at the Premises with right to use and enjoy the same in common and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the Premises attributable to the same;
- (jj) **“Promoter’s Private Roof Area”** shall mean the demarcated balance portion of the ultimate roof area over the Block forming part of the Promoter’s Allocation excluding only the Common Roof Area comprised in the Promoter’s Allocation in respect of which only the Promoter and persons authorized by it and/or its transferees (along with their guests and visitors) shall have Exclusive Private Roof Area Rights and in respect of which the other Unit Owners shall have no right, title, interest, claim or entitlement whatsoever;
- (kk) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter/Owner shall be entitled in case of any default or breach by the Allottee;
- (ll) **“Said Apartment”** shall mean the Apartment together with Exclusive Open Terrace, if any, described in **Schedule A** hereto;
- (mm) **“Said Apartment Unit”** shall mean the said Apartment, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- (nn) **“Said Land”** shall mean the land measuring about 253 cottahs and 6 chittacks more or less comprised in the Premises;
- (oo) **“Said Parking Space”** shall mean the right to park car(s) if any, described in **Part-II** of the **Schedule A** hereto;
- (pp) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share in the said Land comprised in the Premises which

- is attributable to the said Apartment;
- (qq) **“Super Built-Up Area”** of the said Apartment Unit shall mean the area of the said Apartment Unit including the areas comprised in the said Apartment and the proportionate share in the Common Areas and such area shall be applicable for the purpose of calculation of the liabilities of the Allottee including for municipal taxes, maintenance charges, deposits, etc.;
- (rr) **“Undivided Share”** in relation to an Apartment or a Commercial Space shall mean the proportionate variable undivided indivisible and impartible share or interest in the said Land comprised in the Premises which is attributable to the concerned Apartment or Commercial Space;
- (ss) **“Unit”** shall according to the context mean a Flat Unit or a Commercial Unit;
- (tt) **“Unit Owners”** shall, according to the context, mean all allottees and/or intending allottees of different Units in the Buildings including the Promoter/Owner in respect of such Units as are not transferred or alienated and/or not agreed to be transferred or alienated for the time being by the Promoter/Owner;
- (uu) **Masculine Gender** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Numbers** shall include the plural and vice versa.

SCHEDULE G

PART I – ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following without raising any objection whatsoever regarding the same:

- (i) Goods and Service Tax (GST) payable on the Agreed Consideration/Total Price and/or on sale/ transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or along with the payment of the respective installment or within 15 days of demand by the Promoter/Owner, whichever is the earliest.
- (ii) Cost of obtaining and providing electricity connection to the Premises payable by the Allottee to the Promoter at the agreed rate of Rs. 55/- (Rupees fifty five only) per square feet of Super Built-up Area of the said Apartment, 50 per cent of which shall be payable on completion of piling and the balance 50 per cent shall be payable at or before the Date of Possession or within 15 days of the Notice for Possession, whichever is earlier.
- (iii) Installation of generator for the Common Areas and for providing power to the said Apartment at an agreed rate of Rs. 25/- per square feet of the Super Built up Area of the said Apartment payable by the Allottee to the Promoter, 50 per cent of which shall be payable on completion of piling and the balance 50 per cent shall be payable at or before the Date of Possession or within 15 days of the Notice for Possession, whichever is earlier. 2BHK - 500W, 3BHK - 750W, 4BHK - 1000W
- (iv) Legal fees payable to the Project Advocates shall be a sum of Rs. 30,000/-, 50 per cent of which shall be payable on or before execution of this Agreement and the balance 50 per cent shall be payable at or

before the Date of Possession or within 15 days of the Notice for Possession, whichever is earlier. In respect of each installment of payment of the Legal Fees, the Allottee shall issue cheques for the above amounts in the name of Messrs. R. Ginodia & Co., Advocates.

- (v) Fixed Maintenance Charges for the 1st year at the rate of Rs. 2.50 p per square feet per month of Super Built-up Area of the said Apartment for a period of 12 months, that is, total Rs. 30/- per square feet of Super Built-up Areas to be paid by the Allottee to the Promoter at or before Date of Possession of the said Apartment or within 15 days of the Notice for Possession, whichever is earlier.
- (vi) Additional consideration payable in case there be any increase in area of the said Apartment upon construction being made and the measurement being certified by the Architects. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. Similarly, in case there be any decrease in area of the said Apartment upon construction being made and the measurement being certified by the Architects, the Agreed Consideration shall be reduced on the same basis.
- (vii) Price, cost, charges and expenses levied for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, the Buildings, the Premises, the Project and/or the agreed Specifications, including the costs, charges and expenses for revision of the Plans.
- (viii) Sales tax, VAT, service tax, works contract tax, G.S.T., betterment and/or development charges and any other tax, duty levy or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.
- (ix) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with miscellaneous expenses for registration of each document.
- (x) Any income tax liability that may become payable by the Promoter and/or the Owner due to there being any difference between the market valuation of the said Apartment Unit as per the Registration Authorities and the Agreed Consideration payable by the Allottee and/or his nominees, assignees etc. shall be compensated by the Allottee and/or his nominees, assignees, etc. who shall pay to the Promoter and/or the Owner the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof. Such payment shall be made by the Allottee and/or his nominees, assignees within 15 days of demand by the Owner and/or the Promoter and such liability and obligation shall continue even after handing over of possession and/or execution and registration of the Deed of Conveyance.

- (xi) Proportionate costs, charges and expenses for formation of the Association for the Common Purposes.
- (xii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (xiii) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Buildings and/or the Premises.
- (xiv) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

The amounts of the payments to be made under Item Nos. (vi), (vii), (viii), (ix), (x), (xi), (xii) and (xiii) of Part I above together with GST thereon shall be quantified by the Owner/Promoter at the appropriate time and the Allottee has agreed and undertaken to pay the same to the Owner/Promoter within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same.

PART II –DEPOSITS

- (a) Deposit/Advance for Maintenance for the 2nd year at the rate of Rs. 2.50p per square feet per month of Super Built-up Area of the said Apartment for a period of 12 months, that is, total Rs. 30/- per square feet of Super Built-up Area.
- (b) Deposit for Municipal Taxes at the rate of Rs. 20/- per square feet of Super Built-up Area of the said Apartment.
- (c) Deposit for electric supply/ individual meter for the said Apartments as per actuals payable to the electricity supply authority.
- (d) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of Deposits under item nos. (c) and (d) above shall be quantified by the Promoter at the appropriate time and the Allottee has agreed and undertaken to pay the same within 7 (seven) days of demand without raising any objection whatsoever regarding the same. The Deposit under Item Nos. (a) and (b) shall be paid by the Allottee to the Promoter at or before the Date of Possession of the said Apartment Unit or within 15 days of the Notice for Possession, whichever is earlier.

Applicable Goods and Service Tax and any other tax, duty, levy, cess etc., if applicable, on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE H - SAID LAND/PREMISES

ALL THAT the piece or parcel of land measuring about 253 cottahs and 6 chittacks be the same a little more or less together with structures constructed thereon comprised in Premises No. 26, Barrackpore Trunk Road, Kolkata- 700 058 under Police Station Belghoria within Ward no. 8 of the Kamarhati Municipality and butted and bounded in the manner following that is to say :-

- On the North** : By Prasad Nagar Housing Complex, being premises No. 27, Barrackpore Trunk Road;
- On the East** : Partly by Barrackpore Trunk Road and partly by premises No. 24, Barrackpore Trunk Road;
- On the South** : Partly by vacant portion of 26, Barrackpore Trunk Road and partly by vacant land; and
- On the West** : Partly by Municipal Lane and partly by premises No. 24, Barrackpore Trunk Road.

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

SCHEDULE I – DEVOLUTION OF TITLE OF THE OWNER IN RESPECT OF THE SAID LAND/PREMISES

- A. By and under a Deed of Conveyance dated 16th March, 2006 registered at the office of the Additional District Sub-Registrar, Cossipore Dum Dum in Book No. I, Volume No. 291, Pages 329 to 358, Being No. 10574 for the year 2006 and made between Shri Narayan Mishra and Shekhar Iron Works Private Limited (therein jointly referred to as the Vendors) and the Owner herein (therein referred to as the Purchaser), the Vendors therein sold, transferred and conveyed the Premises in favour of the Purchaser therein.
- B. The Premises duly mutated in the name of the Owner in the records of the Kamarhati Municipality.

SCHEDULE J – ALLOTTEE’S COVENANTS & HOUSE RULES

- 1. The Allottee has agreed undertaken and covenanted to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;

- c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
- d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the said Premises or on any portion thereof;
- e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
- f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;
- h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. ____/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electric Supply Agency in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Owners. The main electric meter shall be installed

only at the common meter space. The Allottees 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 Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Association (upon formation)

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Municipal and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Municipality;

n) pay for other utilities consumed in or relating to the said Apartment Unit;

o) allow the other Unit Owners the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Vendors, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all other taxes payable by the Allottee in terms of this Agreement;

r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and

s) no Bird or animal shall be kept or harboured in the Common Areas of the Premises. In no event shall unaccompanied dogs and other pets be permitted inside the lifts or in any of the Common Areas of the Premises.

2. the Allottee has agreed and covenanted:

a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;

b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

- c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Apartment;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus (including Dish TV or DTH or other Antenna) protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. _____/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;
- g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Buildings or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Buildings and/or the Premises

and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. ____/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;

m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;

o) not to claim any right over and/or in respect of the roofs of the Buildings other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Buildings and the Premises reserved or intended to be reserved by the Promoter/Owner for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;

q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion of the Buildings and/or the Apartments therein by the Promoter and/or the transfer, sale or disposal of any Unit or portion of the Buildings

and/or any right therein at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;

r) not to object, obstruct or create any hindrance to the Promoter making additional/further constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;

s) not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;

t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;

u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;

v) not hang or cause to be hung clothes from the balconies of the Said Apartment;

w) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;

x) not to sell, transfer, let out or part with possession of the said parking space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a medium-sized motor car;

y) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;

z) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Municipality and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case of any deviation, breach,

violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. ____/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

aa) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

bb) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;

cc) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;

dd) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;

ee) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the Window type air-conditioner and/or Outdoor Unit of Split air-conditioner and at no point of time to change the position, cabling, vents and/or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association;

ff) not to install any external wires or cables that may be visible outside the said Apartment;

gg) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

hh) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

ii) not to subdivide the said Apartment Unit and/or the said Parking Space, if allotted, or any portion thereof;

jj) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas;

kk) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Exclusive Open Terraces in the Buildings and the Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule A**;

ll) not to claim any right, title, interest or entitlement whatsoever in the Private Roof Area and the Commercial Units;

mm) not to interfere in any manner with the Private Roof Area Rights of the Owner and the Promoter and/or their respective transferees (along with their guests and visitors) in respect of Private Roof Area including the transfer of such rights and entitlements and/or do anything that may be contrary to Clause 10.6;

nn) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;

oo) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendor to any liability under environmental laws or any other laws;

pp) not to interfere in any manner with the right, title, interest or entitlement of the Vendor and/or their transferees in respect of other Apartment Units;

qq) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement; and

rr) not to change the Project name and its logo under any circumstances whatsoever;

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Project or the Premises or concerning the development, construction or completion of the Buildings and the Premises by the Owner and the Promoter including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Buildings and/or the Premises.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty,

levy, surcharge or fee (including Goods and Service Tax) under any statute or regulation on the Premises, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Promoter or Owner or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, without raising any objection thereto. The Promoter and/or the Owner shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Owner and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Owners (either express or implied) and the Allottee shall be responsible to the Vendors for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Unit Owner.

7. The Allottee shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event any of the Vendors is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Allottee shall be liable to and has agreed to make payment of the same at or before taking possession of the said Apartment Unit or the execution of the Deed of Conveyance, whichever is earlier.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

SCHEDULE K - COMMON EXPENSES

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:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, 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 Areas of the Premises.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottee.
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.

SCHEDULE L - RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Completion Certificate or the Date of Possession, whichever is earlier, shall be payable on a monthly basis on the basis of the bills to be raised by Promoter/Maintenance Agency/Association (upon

formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs.2.5/- per square feet of super built-up area per month for the said Apartment for the first one year together with applicable Goods and Service Tax.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.

d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest @ 1.5% (one point five per cent) per month or part thereof (compoundable quarterly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint buyers)

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
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(2) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

At _____ on _____ in the presence of :

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner:

(1) Signature _____
Name _____
Address _____

Please affix Photographs and sign across the photograph
--

At _____ on _____ in the presence of :

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____