

THIS AGREEMENT FOR SALE made this _____ day of _____, **TWO THOUSAND AND EIGHTEEN BETWEEN (1) ASWINI SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(2) CHAMPION SUPPLIERS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(3) CONCEPTION COMMERCIAL PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(4) DIAGRAM SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(5) DURGAMATA VINTRADE PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(6) HIGHLIGHT COMMERCIAL PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(7) KHAITAN LAND LTD. (PREVIOUSLY KNOWN AS PIONEER TOWNSHIP LTD.)**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(8) LIMESTONE SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(9) MERIDIAN VINTRADE PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(10) PIONEER MARBLES & INTERIORS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor,

Kolkata-700017, **(11) PIONEER ONLINE LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(12) PRUDENT INFREAREALTY PVT. LTD. (PREVIOUSLY KNOWN AS PRUDENT PROJECTS PVT. LTD.)**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(13) RAMESHWAR SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(14) RAVINDRA KHAITAN (H.U.F.)**, a Hindu Undivided Family represented by its Karta Sri Ravindra Khaitan having its office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(15) RECREATE TRADERS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(16) SAPTARSHI TRADELINK PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(17) SEABIRD BARTER PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(18) SEABIRD DEALERS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, **(19) WRINKLE TRACOM PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, hereinafter collectively referred to as the **'OWNERS'**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their respective successors, successors in office, successors in interest, the Karta and the other co-parceners and members for the time being of the HUF and assigns) of the **FIRST PARTAND PRUDENT INFREAREALTY PVT. LTD. (FORMERLY KNOWN AS PRUDENT PROJECTS PVT. LTD.)**, a private limited company

incorporated under the Companies Act, 1956, as amended up to the date hereof and having its registered office at **'RAWDON ENCLAVE'**, No. 10A, Rawdon Street, 1st Floor, Kolkata – 700 017, hereinafter referred to as the **'PROMOTER'**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors, successors in office, successors in interest, nominee, or nominees and assigns) of the **SECOND PART**

AND

Mr.

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hereinafter referred to as the **'ALLOTEE'**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include his legal heirs, legal representatives, successors, executors, administrators and permitted assigns) of the **THIRD PART**

DEFINATION:

- i) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- ii) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- iii) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- iv) **"Section"** means a section of the Act.

W H E R E A S:

A. By and under several Deeds of Conveyance/Bikroy Kobalas, (hereinafter collectively referred to as the **"SAID DEEDS"**), executed and registered in favour of the Owners herein along with AnkushTradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited, on various dates before the appropriate registering authorities, the Owners herein along with AnkushTradelink Private Limited, Award Vinimay Private Limited, JajodiaMedichems Private Limited and Jajodia Projects Private Limited jointly and collectively (each having their respective shares), became the absolute lawful owners of **ALL THAT** the piece and parcel of bastu land measuring 415.282 **decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, 1200 & 1201, L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, 1774 & 1775, comprised in Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732 and 2759, in Mouza Sripur Bagherghole, J. L. No. 59, Holding No. 272, SripurBagherghole "A",

Pargana-Magura, Touzi No. 1, P. S. & A.D.S.R. Sonarpur, under RajpurSonarpur Municipal Ward No. 33, District South 24 Parganas, (hereinafter collectively referred to as the **"SAID LAND"**), as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever or howsoever, absolutely, exclusively and forever.

B. By and under four several Deeds of Conveyance, all dated 30th March, 2013, made and executed by and between AnkushTradelink Private Limited, Award Vinimay Private Limited, JajodiaMedichems Private Limited and Jajodia Projects Private Limited, therein respectively referred to as the vendor of the one part and the owners herein, therein collectively referred to as the Allottees of the other part and registered in the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, being Deed Nos. 3151, 3150, 3152 and 3153 all for the year 2013, the said AnkushTradelink Private Limited, Award Vinimay Private Limited, JajodiaMedichems Private Limited and Jajodia Projects Private Limited granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the owners herein, the Allottees therein, their respective undivided shares in the said land, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever or howsoever, absolutely, exclusively and forever.

C. By virtue of and by and under the above cited said deeds, the Owners herein thus became and still are the absolute lawful owners of, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land, absolutely and forever, free from all encumbrances, whatsoever.

D. The Owners herein being desirous of having the said land to be developed by the Promoter and for the purpose of constructing a building complex comprising of 14 (fourteen) numbers of buildings or blocks, twelve consisting of seven floors, one block consisting of four floors, and another one block consisting of twelve floors (hereinafter referred to as the **"COMPLEX"**), on a part or portion thereof, have, by and under a Development Agreement dated 6th September, 2011, modified on 5th April 2013, again modified on 28th January 2015 and, again modified on 15th March, 2016 by a further Registrar Development Agreement dated 6th June, 2016 Registrar at the office of the D.S.R-IV, Alipore, South 24 Parganas, in Book No. I, Volume Number 1604, Pages 97199 to 97273 being No. 3634 for the year 2016 (hereinafter collectively referred to as the **"SAID DEVELOPMENT AGREEMENT"**), granted the exclusive right of development of the said land unto and in favour of the Promoter herein, at or for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions, as are contained and recorded in the said Development Agreement..

E. The Promoter at its own costs, charges and expenses caused the necessary maps or plans to be prepared, applied for and got the same sanctioned by the Rajpur

Sonarpur Municipality being No.i) 1664/CB/33/70 dated 26th March, 2012 and subsequently by another sanction being No.ii) 2428/CB/33/70 dated 14th March 2013 and revised sanctioned plans being Nos. iii) 2060/Rev/CB/33/81 dated 6th March, 2014 iv) 2193/Rev/CB/33/21 dated 17th March, 2015 and V) 102/Rev/CB/33/39 dated 21st April, 2015 and vi) 1327/Rev/CB/33/68 dated 22nd December 2015 Vii) 156/Rev/CB/33/04 dated 5th September, 2016(hereinafter collectively referred to as the **“SAID PLAN”**). The said plan is still valid, subsisting and has not lapsed its validity .

F. The Promoter, as per the said Development Agreement and the said Plan, took possession of the said land and has constructed and completed 11 (eleven) out of the aforesaid 14 (fourteen) numbers of buildings or blocks of the Complex and an Occupancy/Completion Certificate dated 28th July, 2017, has also been obtained by the Promoter from the Rajpur Sonarpur Municipality in respect of the said 11 (eleven) blocks.

G. It was expressly provided and agreed under the said Development Agreement that the Promoter shall be entitled to receive, realise and collect all the costs, charges and expenses incurred by the Promoter for construction of the complex, including the efforts made in respect thereof and the Promoter shall be entitled to enter into agreements for sale or transfer and shall also be entitled to receive the amount of consideration for and on behalf of the Owners also directly in its own name.

H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration No._____.

I. The Allottee herein being desirous of acquiring on ownership basis, a flat in the complex, which is constructed on the said land by the Promoter, has now approached the Owners and the Promoter and upon both agreeing to and/or accepting the proposal of the Allottee, the Owners and the Promoter have agreed to grant, sell, transfer, convey, release, assign and assure unto and in favour of the Allottee herein **ALL THAT** the flat No. _____ on the _____ floor of Block No. _____ of the complex, containing by admeasurement carpet area of _____ sq. ft., balcony area of _____ sq. ft., builtup area of _____ sq. ft., Chargeable area of _____ sq. ft., be the same a little more or less, as shown on the map or plan annexed hereto **TOGETHER WITH** (hereinafter collectively referred to as the **“SAID FLAT”**), as more fully and particularly mentioned and described in **PART - I** of the **SECOND SCHEDULE** hereunder written **TOGETHERWITH** the right to use _____ parking space preferred by the Allottee, (hereinafter referred to as the **“SAID PARKING SPACE”**), as more fully and particularly mentioned and described in **PART - II** of the **SECOND SCHEDULE** hereunder written, (the said flat and the right to use the said parking space are hereinafter collectively referred to as the **“SAID PROPERTY”**), as more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHERWITH** the proportionate undivided, impartible share and/or right, title and interest in the common parts, portions, areas and installations in the complex, attributable to the flat, as more fully and particularly mentioned and described in **PART - I** of the **THIRD SCHEDULE**

hereunder written **TOGETHERWITH** the right to use and enjoy the common facilities and amenities in the complex, as more fully and particularly mentioned and described in **PART - II** of the **THIRD SCHEDULE** hereunder written, at or for the total consideration of **Rs.** _____/- **(Rupees**
 _____) **only,**

which amount includes the cost of the said flat and the right to use the said parking space, and on the other terms, conditions, covenants, rights, stipulations, obligations and restrictions, as agreed by and between the parties hereto and contained and recorded hereinafter.

J. The Block 3A and 10A is mortgaged with L.I.C. Housing Finance Ltd. and all the receivables from the Allottee will be deposited with Escrow Account Number 69470 5600485 (Prudent Infra Realty Pvt. Ltd. Escrow Account) maintained with ICICI Bank, Chowringhee Branch

K. At or before the execution of this agreement, the Allottee herein has fully satisfied and/or caused to be satisfied himself as to the marketable title of the Owners, in respect of the said land and the authority of the Promoter to enter into the said Development Agreement, the validity of the said plan, the area and dimensions of the said flat and the said parking space and the specifications as well as the quality of materials to be used and all other details whatsoever and/or howsoever of any nature in relation and/or in connection thereto to the extent constructed and has agreed not to raise any dispute, or put forward any claim or requisition in this regard upon the Promoter, at any point of time in future.

L. K. By and under a Declaration dated 2nd January, 2012, made by the Owners herein, and registered in the office of the District Sub-Registrar-IV, Alipore, District South 24 Parganas, in Book No. I, C. D. Volume No. 1, Pages 161 to 172, being Deed No. 00049, for the year 2012, the Owners herein being the declarants therein declared and confirmed unto and to the Rajpur Sonarpur Municipality that the Owners herein have permitted and allowed the said Rajpur Sonarpur Municipality the right of ingress and egress with men, materials and equipments from the main entrance of the complex undertaken by the Owners herein to be constructed on the said land, for the purpose of maintenance, cleaning and carrying out general repairs to the drainage system in the complex, as shown and delineated in Redcolour border on the map or plan annexed thereto. It was further declared by the Owners herein that the said RajpurSonarpur Municipality shall, however, have no right over and in respect of any other part, portion, or area, or any other facility in the complex or in the said land.

M. Unless in this Agreement, there be something contrary or repugnant to the subject or context:

i) ADVOCATE: shall mean **Mr. Mayank Kakrania**, Advocate, of No. 10, Old Post Office Street, 1st Floor, Kolkata – 700 001, appointed by the Owners and the Promoter, inter alia, for preparation of this agreement and deed/s of conveyance for transfer of the said property.

ii) RCHITECT: shall mean **'INNATE'**, 26/2, Ballygunge Circular Road, Udayan Park, Flat No. 7, 3rd Floor, Kolkata – 700 019, or such other Architect as

may be appointed by the Owners and the Promoter from time to time for the complex.

- iii) ASSOCIATION:** shall mean any Company incorporated under the Companies Act, 1956, or any Association or any Syndicate or Registered Society that may be formed by the Owners and the Promoter for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Owners and the Promoter in their absolute discretion.
- iv) BLOCK:** shall mean **ALL THAT** the **Block No.** _____ to be constructed erected and completed on a part or portion of the said land in accordance with the said plan.
- v) CAR/TWO WHEELER PARKING SPACES:** shall mean small/medium spaces in or portion of the ground floor of the complex and/or small/medium stack spaces either covered or open expressed or intended or reserved by the Owners and the Promoter for parking of motor cars/two wheelers.
- vi) COMMON AREAS AND INSTALLATIONS:** shall mean the common areas, parts, portions, facilities and amenities including foundations, columns, beam supports, ultimate common roof of the buildings, lifts, lift room, lift well and lift installations, transformer, transformer room and installations, if any, generator, generator room, generator installations, air-conditioned community hall, pump, pump room, pump installations, tube wells and its installations, water filtration plant and its installations, fire fighting installations, drains, sewers, boundary walls, main gates, entrances and exits, paths and passages, corridors, driveways, staircases, stairways, landings and lobbies and overhead and under ground water reservoirs, toilets, bathroom fittings and fixtures, garden, wiring, meter for lighting the common areas in the complex, as more fully and particularly mentioned and described in **PART - I** of the **THIRD SCHEDULE** hereunder written. However car/two wheeler parking spaces (both open and covered) shall not form part of common parts and portions of the complex.
- vii) COMMON EXPENSES:** shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas and installations and for rendition of services in common to the co-owners and all other expenses for the common purposes to be contributed borne paid and shared by the co-owners including those mentioned in the **FOURTH SCHEDULE** hereunder written.
- viii) COMMON PURPOSES:** shall mean and include the purposes of managing, maintaining and upkeeping the common areas and installations, rendition of common services in common to the co-owners, collection and disbursement of the common expenses and administering and dealing with the matter of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective flats exclusively and the common areas and installations in common.

- ix) OPENCOMMON SPACE:** shall mean all spaces open to sky at the ground floor level in the complex including driveways, paths, passages, side spaces and garden but excluding open car/two wheeler parking spaces.
- x) COMPLEX:** shall mean the entire area within the boundary of the said land and all the blocks and/or new buildings to be constructed erected and completed in accordance with the said plan and further extension thereof vertically or horizontally by extension of boundary walls, if necessary.
- xi) CO-OWNERS:** shall mean all the buyers/owners who have agreed to purchase any flat in the complex and have taken possession of such flat and for all unsold flat and/or flats, possession whereof not having been parted with by the Owners or the Promoter, shall mean the Owners or the Promoter as the case may be.
- xii) DATE OF COMMENCEMENT OF LIABILITY:** shall mean the date on which the Allottee takes actual physical possession of the said flat after fulfilling all his liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Promoter to the Allottee to take possession of the said flat irrespective of whether the Allottee takes actual physical possession of the said flat or not, whichever be earlier.
- xiii) FLAT:** shall mean the independent and self contained flat or apartment and/or other constructed spaces built and constructed or intended to be built and constructed by the Promoter on the said land capable of being exclusively held, used, or occupied by a person.
- xiv) MAINTENANCE DEPOSIT/FUND:** shall mean the deposit or the fund to be created by the Promoter upon the Allottee depositing a sum as may be determined by the Promoter in its absolute discretion, with the Promoter towards maintenance deposit which shall be held free of interest by the Promoter for the period mentioned hereunder.
- xv) MAINTENANCE IN CHARGE:** shall upon the formation of the Association and its taking charge of the acts relating to the common purposes from the Promoter, mean the Association and till such time the Association is formed and takes charge of the acts relating to the common purposes, mean the Promoter.
- xvi) ALLOTTEE:** shall be deemed to mean and include:
- (a)** In case the Allottee be an individual or a group of persons, then his/her respective legal heirs, legal representatives, executors, successors and administrators;
 - (b)** In case the Allottee be a Hindu Undivided Family, then its Karta, coparceners or members for the time being and their respective legal heirs, legal representatives, executors, successors and administrators;
 - (c)** In case the Allottee be a partnership firm, then its partners for the time being and their respective heirs, legal representatives, executors, successors administrators;

- (d) In case the Allottee be a company, then its successors, or successors in interest;
- (xxi) **RESTRICTIONS:** shall mean various restrictions regarding the user/holding of the said property as hereinafter stated.
- (xxii) **SAID LAND:** shall mean **ALL THAT** the piece and parcel of bastu land measuring **415.282 decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, 1200 , & 1201, L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, 1774 ,& 1775, comprised in Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732 and 2759, in MouzaSripur Bagherghole, J. L. No. 59, Holding No. 272, SripurBagherghole "A", Pargana-Magura, Touzi No. 1, P. S. & A.D.S.R. Sonarpur, under RajpurSonarpur Municipal Ward No. 33, District South 24 Parganas, as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- (xxiii) **SAID PLAN:** shall mean the plan for construction of the complex sanctioned by RajpurSonarpur Municipality vide Noi) 1664/CB/33/70 dated 26th March, 2012 and subsequently by another sanction being No.ii) 2428/CB/33/70 dated 14th March, 2013, and revised sanctioned plans being Nos.iii) 2060/Rev/CB/33/81 dated 6th March, 2014, iv) 2193/Rev/CB/33/21 dated 17th March, 2015 and v) 102/Rev/CB/33/39 dated 21st April, 2015 and vi) 1327/Rev/CB/33/68 dated 22nd December 2015 vii) 156/Rev/CB/33/04 dated 5th September, 2016 and shall mean and include such modifications thereof and/or alteration and extension therein as may be made from time to time by the Promoter .
- (xiv) **SAID PROPERTY:** shall mean **ALL THAT** the flat No. ____ on the _____ floor of Block No. _____ of the complex, containing by admeasurement containing a **Carpet Area** of _____ **Square Feet [Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) and **Chargeable Area** being _____ **Square Feet**, be the same a little more or less, as shown on the map or plan annexed hereto as more fully and particularly mentioned and described in **PART - I** of the **SECOND SCHEDULE** hereunder written **TOGETHERWITH** the right to use _____ parking space preferred by the Allottee, as more fully and particularly mentioned and described in **PART - II** of the **SECOND SCHEDULE** hereunder written.
- (xxi) **CARPET AREA :** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah

or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;

- (xxii) BUILTUP AREA :** according to the context shall mean the plinth area of the flat or all the flats in the new building/s, which inter alia includes the area of the covered balconies with the flat and also the thickness of the external walls, internal walls and pillars in the flat PROVIDED THAT if any wall or pillar be common between two flats, then one-half of the area under such wall or pillar shall be included in each such flat.
- (xxiii) CHARGEABLE AREA:** for the purpose of determination of the saleable area, the total constructed space in a particular flat together with the proportionate share in the common parts, portions, areas and installations determined in consultation with the Architect for the time being of the complex and the said decision will be final and binding on the parties.
- (xxiv) SERVICE/MAINTENANCE CHARGES:** shall mean the service/maintenance charges for the common parts, portions, areas, installations/facilities and/or amenities as may be incurred by the Promoter and/or the Association including providing services, making such provision or incurring expenses in respect of future provision of the services as the Promoter and/or the Association may in their absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Promoter and/or the Association in its/their absolute discretion.
- (xxv) SINKING FUND:** shall mean the deposit @ Rs. 20/- (Rupees twenty) only, per sq. ft. on the Chargeable area to be kept with the Promoter.
- (xxvi) SPECIFICATIONS:** shall mean and include the various specifications, brief details as mentioned in **PART - II** of the **THIRD SCHEDULE** hereunder written and such specifications may be altered and/or changed and/or modified as may be determined by the Promoter from time to time in its absolute discretion.
- (xxvii) TRANSFER:** with its grammatical variation shall include transfer by possession and or by any other means adopted for effecting what is understood as a transfer of space in a complex to Allottees thereof although the same may not amount to a transfer in law.
- (xxviii)** Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (xxix)** Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**. Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**. Likewise **NEUTER GENDER** shall include **MASCULINE** and **FEMININE GENDER**.

- N.** In this Agreement (save to the extent that the context otherwise so requires):
- i)** Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions at any time issued under it.
 - ii)** Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.
 - iii)** Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, the portion of the whole amount payable by the Allottee shall be in proportion to the Chargeable area of the Allottee's respective flat/s which will also include the proportionate area of the total common areas.
 - iv)** An obligation of the Allottee in this agreement to do something shall include an obligation to ensure that the same shall be done and an obligation on his part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
 - v)** A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instructions or orders made pursuant thereto.
 - vi)** Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this agreement from time to time in force.
 - vii)** The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
 - viii)** The schedules shall have the effect and be construed as an integral part of this agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I – ALLOTTEE'S CONFIRMATION

- 1.1** The Allottee has examined and/or caused to be examined and got himself fully satisfied about the marketable title of the Owners and the Promoter to the said property and the said land and has accepted the same and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.
- 1.2** The Allottee has also seen and inspected the said plan sanctioned by RajpurSonarpur Municipality in respect of the complex and has fully satisfied himself about the validity thereof and agrees and covenants not to raise any objection with regard thereto.
- 1.3** The Allottee has fully satisfied himself as to the carpet area, balcony area, builtup area and Chargeable area to comprise in the said flat and also the common parts/portions which would be common for all the

residents/occupants of the various flats comprised in the complex or blocks, additional blocks and the carved out passage within the periphery of the said premises and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.

- 1.4** The Allottee doth hereby consent and confirm that the Promoter shall be at liberty to have the sanctioned plan modified and/or altered and/or extended to which the Allottee hereby consents.
- 1.5** The Allottee herein has opted for _____, as his preferred parking space and has accordingly made part payment of the total consideration to the Promoter. However, the parking space opted for by the Allottee shall be allotted to the Allottee only subject to its availability and at the sole discretion of the Promoter. The part payment made by the Allottee for the parking space shall also be adjusted accordingly.

ARTICLE II – SALE OF PROPERTY AND CONSIDERATION

- 2.1** In consideration of the various amounts to be paid by the Allottee and subject to the Allottee performing and observing all the conditions and covenants to be performed and observed on the part of the Allottee, the Promoter has agreed to sell and the Allottee agrees to purchase **ALL THAT** the **flat No.** _____ on the _____ **floor** of **Block No.** _____ of the complex, containing by admeasurement carpet area of _____ sq. ft., balcony area of _____ sq. ft., builtup area of _____ sq. ft., Chargeable area of _____ **sq. ft.**, be the same a little more or less, as shown on the map or plan annexed hereto as more fully and particularly mentioned and described in **PART - I** of the **SECOND SCHEDULE** hereunder written **TOGETHERWITH** the right to use _____ parking space preferred by the Allottee, as more fully and particularly mentioned and described in **PART - II** of the **SECOND SCHEDULE** hereunder written, at and for the consideration mentioned hereunder and subject to the terms and conditions contained herein.
- 2.2** In case any open space, terrace and/or parking space is not mentioned under the **SECOND SCHEDULE** hereunder written, the same shall be deemed to have not been opted for nor allocated to the Allottee.

ARTICLE III: FLAT CONSTRUCTION

- 3.1** Subject to the Allottee making payment of consideration within the due dates stipulated hereunder and complying with other obligations hereunder contained and subject to force majeure, the Promoter shall construct and complete the construction of and make tenantable the said flat in accordance with the said plan and in the manner and with the specifications mentioned in **PART - II** of the **THIRD SCHEDULE** hereunder written and within the period mentioned in **PART - III** of the **THIRD SCHEDULE** hereunder written and shall install and complete the common parts, portions, areas and installations in the complex mentioned in **PART - I** of the **THIRD SCHEDULE** hereunder written within a reasonable time thereafter.

- 3.2** The Allottee shall not in any manner cause any objection, obstruction, interference, or interruption at any time hereafter in the construction or completion of the complex or the block or other parts thereof (notwithstanding the delivery of possession of the said flat to the Allottee in the meantime and there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the complex or the block or the sale or transfer of the other flats in the complex or the block is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee, or because of any act or omission on the part of the Allottee, the Promoter is restrained from construction of the complex or the block and/or transferring and disposing of the other flats therein, then and in that event, without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 3.3** The Allottee is aware and agrees and covenants not to raise any objection for extension of the complex, either vertically or horizontally in the contiguous lands in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewage, underground reservoir, pumps, clubs, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development. At or before entering into this agreement, the Promoter has made known to the Allottee that the Promoter may from time to time add/attach or cause to be added/attached further areas and/or lands to the said land and such additions/areas and/or building/buildings to be constructed will be entitled to all facilities, utilities and/or amenities and/or common areas available to the flat Allottees in the said housing project and that all the flat Allottees and/or occupants of the building and/or buildings constructed, erected and completed on the said additional area shall be entitled to have free ingress and egress from all pathways, passages and roads forming part of the said housing project, for which the Allottee herein shall extend all co-operation.
- 3.4** The Allottee shall not be entitled to raise any objection and make any grievance for the disturbance and annoyance caused, if any, due to such constructional activities for the said construction of additional areas and/or building/s and shall also not be entitled to claim any compensation in that regard, either individually or collectively.
- 3.5** So as to ensure that the residents of the blocks, of which construction has been completed, are not unduly inconvenienced during construction and development of new/additional blocks, the Promoter has carved out a passage within the periphery of the said premises for ingress and egress of men, materials and vehicles and the Promoter alone shall have the right to use and enjoy the same for all purposes connected with the construction and

- development of new/additional blocks or otherwise and the Allottee shall not object to the same or cause any objection, obstruction, interference, or interruption at any time.
- 3.6** Upon construction of such additional areas and/or building/s, the rights and the undivided share of the Allottee in the land comprised in the complex shall also consequently vary and stand reduced proportionately and in that case, the Allottee shall not be entitled to claim any abatement or reduction in the consideration amount, or claim any compensation or damages whatsoever.
- 3.7** At or before entering into this agreement, the Allottee has satisfied and/or caused to be satisfied himself and has appreciated that several buildings are to be constructed and/or the complex may be expanded further than presently conceived by constructing further buildings and various passages, pathways, common ways, common roads and services and taking into account the complexity of the project, the Promoter has reserved unto itself the absolute right of changing or altering and/or reallocating such passages, common ways, entrances, exits, pathways, roads and services as the Promoter may deem fit and proper.
- 3.8** It is hereby agreed by and between the parties hereto that with regard to the building blocks to be constructed in the said housing project, it has been made clear to the Allottee that the work of construction of the said housing project shall be taken up progressively and also that all the common facilities and/or amenities agreed to be provided by the Promoter will be provided progressively and since some of the common facilities and/or amenities are to be common for the entire project, the same shall be provided only upon completion of the entire project but so far as the block in which the said flat is situated, the same shall be deemed to have been completed if made fit for habitation and certified to be so by the Architect.

ARTICLE IV: POSSESSION AND CONVEYANCE

- 4.1** Immediately upon completion of the flat a communication would be given by the Promoter regarding the completion (hereinafter referred to as the **“NOTICE OF POSSESSION”**) and the Allottee shall take possession of the flat subject however to the Allottee making payment of the entire balance consideration and all other amounts and/or deposits to be paid under this agreement. As from the date of notice of possession, the Allottee shall be liable and hereby agrees to make payment of the municipal rates, taxes, outgoings and maintenance charges payable in respect of the flat.
- 4.2** Within fifteen days of service of notice of possession, the Allottee if so desires:
- a)** may take inspection of the flat in presence of the Promoter or its representative;
 - b)** shall pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter for sale of the flat;
 - c)** fulfill all other covenants hereunder and complete the purchase of the flat;
 - d)** take possession of the flat;

If no inspection is taken within the said period, the Allottee shall be deemed to have taken such inspection.

4.3 It is expressly agreed, understood and clarified as follows:

- (i) The Promoter shall not be liable to deliver possession of the flat to the Allottee nor shall execute or cause the Owners to execute any Deed/s of Conveyance or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this agreement and on the part of the Allottee to be observed and performed until then.
- (ii) It will not be necessary for the Promoter to complete all the common areas and installations before giving the notice to the Allottee to take possession in terms of clause 4.1 hereinabove. The flat shall be deemed to be in a deliverable condition as soon as the same is completed internally in accordance with the specifications mentioned in **PART - II** of the **THIRD SCHEDULE** hereunder written, the entrance lobby of the block is completed, lift of the block is made operative and water, drainage, electricity, sewerage connection are provided in or for the flat.
- (iii) The Allottee's liabilities and obligations towards payment of common expenses, rates and taxes and other outgoings payable in respect of the flat as well as all or any consequence of default, non performance or delay in performance of all or any of the obligations and covenants as contemplated under the heading "**Management Maintenance and Maintenance Company/Association**" hereunder shall be deemed to have commenced on and from the date of commencement of liability irrespective of when the Allottee takes actual physical possession of the flat.

4.4 Subject to the Allottee making payment of the entire consideration and all other amounts and deposits payable by the Allottee hereunder and complying with all other obligations hereunder, the Promoter agrees to execute and further agrees to cause the Owners to execute the Deed/s of Conveyance in respect of the said flat in favour of the Allottee upon the delivery of possession of the flat to the Allottee. It being expressly made clear that the Promoter shall not be obliged to deliver possession of the flat to the Allottee unless the Allottee executes and/or is ready and willing to execute the Deed/s of Conveyance simultaneously with such delivery of possession.

4.5 It is further expressly agreed that with effect from the date of commencement of liability, it shall be deemed that the Promoter has complied with all its obligations hereunder to the full satisfaction of the Allottee and the Allottee shall not be entitled thereafter to raise any dispute against or claim any amount from the Promoter on any account whatsoever.

ARTICLE V: DOCUMENTS RELATING TO TRANSFER

5.1 The Deed/s of Conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants

exceptions and restrictions etc., as may be drawn by the project Advocate and the Allottee shall execute the same without raising any objection whatsoever provided that the Allottee shall be entitled to seek reasonable clarifications thereon.

ARTICLE VI: CONSIDERATION AND PAYMENT

- 6.1** The Allottee has agreed and volunteered to pay to the Promoter, a sum of **Rs.** _____/- **(Rupees** _____ **) only,** as mentioned in **PART - I** of the **FIFTH SCHEDULE** hereunder written, as and by way of consideration for the said property, excluding Goods and Services Tax (GST) and other levies as may be made applicable, (hereinafter referred to as the **"CONSIDERATION AMOUNT"**) in consideration of the above,. The Allottee has paid a sum of Rs. _____ (Rupees _____) only (in short "the **Booking Amount**") as booking amount being part payment towards the total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified herein; 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.
- 6.2** Time for payment of the consideration and other amounts hereunder by the Allottee to the Promoter shall be the essence of the contract.
- 6.3** The Allottee shall pay all costs and deposit with the Promoter the following for the flat in the manner provided for in the **SIXTH SCHEDULE** hereunder written:
- 6.4** All payments shall be made in the name of the Promoter only and shall be paid at the office of the Promoter by account payee cheques/pay orders/demand drafts only, for the project against proper receipt being granted by it. It being expressly agreed that the Allottee shall not be entitled and agrees not to set up any oral agreement regarding the payment and due performance and observance of the terms and conditions herein contained. Any payment made by the Allottee in cash shall be at the sole risk of the Allottee and the Promoter shall not be held responsible for the same.
- 6.5** The Allottee shall, from the date of receiving possession of the said flat, till the time the Promoter obtains the Completion/Occupancy Certificate from RajpurSonarpur Municipality or any other authority or authorities appointed for the time being in this regard, not be entitled to make any additions or alterations in the said flat and if so made by the Allottee, the Allottee shall be liable to pay and the Allottee doth hereby also agrees to pay to the Promoter, liquidated damages assessed @ Rs. 500/- (Rupees five hundred) only, per sq. ft. of the Chargeable area of the said flat in which such additions and alterations are made.
- 6.6** In the event of any amount becoming payable on account of Goods and Services Tax (GST) and other levies charges etc., imposed by the government or any other authorities relating to the said land and/or the flat, shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the flat shall be borne solely and exclusively by the Allottee.

- 6.7** All stamp duty and registration fees on execution and registration of this agreement and of the Deed/s of Conveyance and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable there for including the charges of the copywriter for copying of such documents and expenses incidental to registration shall be paid by the Allottee to the Promoter at or before the date of commencement of liability.
- 6.8** The Allottee shall pay the Advocate's fees of Rs. 15,000/- (Rupees fifteen thousand) only, plus service tax as applicable, for preparation and execution of this agreement and the Deed/s of Conveyance and for registration thereof to the Advocate directly in the manner as follows:
- a)** At or before execution of this agreement – Rs. 7,500/- (Rupees Seven thousand and five hundred) only.
- b)** At or before the commencement of liability – Rs. 7,500/- (Rupees Seven thousand and five hundred) only, plus service tax, cess and other levies as applicable.
- 6.9** It is further expressly agreed and made clear that the payments and deposits to be made by the Allottee hereunder shall not carry any interest and all such amounts to be paid and/or deposited by the Allottee shall be held in trust by the Promoter.
- 6.10** The Allottee shall deposit and/or keep deposited with the Promoter the maintenance and/or other deposits as mentioned in the **SIXTH SCHEDULE** hereunder written to remain in deposit free of interest with the Promoter and in the event of any default by the Allottee in making payment of the municipal and other rates, taxes and outgoings, electricity charges, generator charges, maintenance charges and proportionate liability towards the common expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) within the respective due dates and in the manner mentioned hereunder, the Promoter in its sole discretion and without prejudice to the other rights and remedies available to the Promoter be entitled to meet out of the said deposit the amount/s under default.
- 6.11** Unless otherwise expressly so mentioned, all the said amounts specified hereinabove shall be paid and/or deposited by the Allottee with the Promoter before the date of commencement of liability. This shall not however prejudice the Promoter's right to claim or realize the said amounts thereafter in case the liability arises or accrues thereafter or if the Promoter delivers possession of the flat without claiming and/or receiving the same and/or otherwise.
- 6.12** It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified, then the payment shall be made according to the Promoter's reasonable estimate subject to subsequent accounting and settlement within a reasonable period.
- 6.13** Any apportionment of the liability of the Allottee in respect of any item of expenses, taxes, duties, levies and outgoings payable by the Allottee hereunder shall be final and binding on the Allottee.

ARTICLE VII – DEFAULT IN PAYMENT

- 7.1** Time for payment being the essence of the contract, if the Allottee fails to pay to the Promoter the sums within the period stipulated hereunder, then the Promoter shall, without prejudice to the other rights of the Promoter hereunder, be entitled to cancel and/or terminate this agreement.
- 7.2** In case the Allottee commits default in making payment of the consideration mentioned herein or neglects to perform the obligations on his part to be performed and observed in terms of this agreement, the Promoter without prejudice to such other rights it may have, shall also be at liberty to forthwith determine this agreement and in that event the Allottee shall forfeit his right in respect of the said flat under this agreement and the ownership in respect thereof shall vest in the Promoter and all the amounts paid by the Allottee to the Promoter shall be refunded without interest, after deduction of Goods and Services Tax (GST) and levies as applicable, but without prejudice to any other right or act or remedy of the Promoter in respect of any antecedent breach on the part of the Allottee or any of the provisions of this agreement. The Promoter shall have the right to deal with the flat in such manner as it in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same or to take such action and do such other acts deeds and things as the Promoter may think correct and proper.
- 7.3** In case the Allottee complies with and/or is ready and willing to comply with his obligations hereunder and the Promoter fails to construct the said flat within the period stipulated in **PART - III** of the **THIRD SCHEDULE** hereunder written, and in case of failure on the part of the Promoter to construct the said flat even within such period, then and only in such event, the Allottee shall be entitled to determine this agreement and in that event, all the amounts paid by the Allottee to the Promoter shall be refunded without interest, after deduction of service tax and other cess and levies as applicable.

ARTICLE VIII – RESTRICTION AND OTHER OBLIGATION

- 8.1** The Allottee shall not be entitled to nominate any other person or persons till such time the Deed/s of Conveyance is executed and in the event of the Allottee nominating any other person or persons before execution of the Deed/s of Conveyance, he will be entitled to do so only with the consent in writing of the Promoter, only after the expiry of a period of 12 (twelve) months from the date of this agreement and upon payment of a nomination fee of 3% (three percent) of the total consideration amount. The Allottee herein, only upon receipt of the entire consideration money from the nominee/s, join in as a confirming party and execute the Deed/s of Conveyance to be executed and registered in favour of such nominee or nominees in respect of the said flat, without raising any objection or claiming any additional consideration. In case of failure on the part of the Allottee to sign, execute and register the same, the Promoter shall be entitled to sign, execute and register such Deed/s of Conveyance in the name and for and on behalf of and as the constituted attorney of the Allottee. If required and if circumstances so warrant for the same, the Allottee herein shall also grant a Power of Attorney either in favour

of the Promoter or in favour of its nominee or nominees for the specific purpose of execution of the Agreement for Nomination/Assignment and the Deed/s of Conveyance in favour of the nominee/s of the Allottee.

- 8.2** The Allottee shall not nor shall ask, demand or seek delivery of possession of the flat so long the Allottee has not paid in full the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his obligations and covenants herein contained.
- 8.3** There will be no privity whatsoever between the Promoter and the nominee or transferee or tenant before and until a regular Deed of Conveyance shall be granted by the Promoter and/or until the nomination shall have been accepted expressly in writing. The Promoter shall be entitled to refuse to accept nomination without assigning reasons.
- 8.4** The Allottee shall not be entitled to park any two wheeler or any other vehicle along with and/or alongside any other car/vehicle/four wheeler in the parking space, if any, agreed to be purchased by and/or allotted to the Allottee under this agreement. If however, the Allottee desires to park any two wheeler or any other vehicle, other than the car/vehicle/four wheeler, the Allottee shall be bound to and shall have to purchase a separate parking space for the purpose of parking the said two wheeler or any other vehicle as aforesaid.
- 8.5** As from the date of possession of the flat, the Allottee agrees and covenants:
- a)** To co-operate with the other co-Allottees and the Promoter in the management and maintenance of the complex or the block.
 - b)** To observe the rules framed from time to time by the Promoter and upon formation, by the Association, for quiet and peaceful enjoyment of the complex as a decent complex.
 - c)** To allow the Promoter with or without workmen to enter into the flat for the maintenance and repairs.
 - d)** To pay and bear the common expenses and other outgoings and expenses from the date of notice of possession in terms of clause 4.1 hereinabove and also the rates and taxes for and/or in respect of the complex including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the complex and/or common parts/areas and wholly for the flat and/or to make deposit on account thereof in the manner mentioned hereunder to or with the Promoter and upon the formation, with the Association, as the case may be. Such amount shall be deemed to be due and payable on and from the date of notice of possession whether actual physical possession of the flat has been taken or not by the Allottee.
 - e)** Not to sub-divide the flat and/or the parking space or any portion thereof.
 - f)** Not to do any act deed or thing or obstruct the construction and completion of the complex or the block in any manner whatsoever notwithstanding any inconvenience in the Allottee's enjoyment of the flat.

- g)** Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the complex or the block and/or compound or any portion of the complex or the block.
- h)** Not to store or bring and allow to be stored and brought in the flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the block or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.
- i)** Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the block or any part thereof.
- j)** Not to fix or install air conditioner in the flat save and except at the places, which have been specified in the flat for such installation.
- k)** Not to do or cause anything to be done in or around the flat which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the flat or adjacent to the flat or in any manner interfere with the use, right and enjoyment thereof or any passage or amenities available for common use.
- l)** Not to damage or demolish or cause to be damaged or demolished the flat or any part thereof or the fittings affixed thereto.
- m)** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the flat, including installation or erection of collapsible and/or iron grill gates at the main entrance of the flat, which in the opinion of the Promoter or the Association differs from the colour scheme of the complex or the block or deviation of which in the opinion of the Promoter or the Association may affect elevation in respect of the exterior walls of the block.
- n)** Not to install grills the designs of which have not been suggested or approved by the Promoter.
- o)** Not to make in the flat any structural addition and/or alteration and/or damage such as beams, columns, partition walls etc.
- p)** Not to fix or install any antenna on the roof or terrace of the block nor shall fix any window antenna excepting that the Allottee shall be entitled to avail of the cable connection facilities to be provided by the Promoter to the Allottee and also the other owners of the flats in the complex at their cost. The Allottee shall not be entitled to obtain any other cable connection or DTH services other than that provided by the Promoter in the complex.
- q)** Not to use the flat or permit the same to be used for any purpose whatsoever other than residential purpose save and except the flat no. A on the ground floor of Block -5, and Flat no. A and D on the ground floor of Block No. 6 .and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the complex or to the owners and occupiers of the neighbouring premises or for any illegal or

immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating and Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking space, if allotted, anything other than private motor car or motor cycle and shall not raise or pull up any kutchra or pucca construction grilled wall/enclosures thereon or parts thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the parking space.

r) Not to use the allocated parking space(s) or permit the same to be used for any other purpose whatsoever other than parking of his own car/cars/two wheelers.

s) Not to park car/two wheeler in the pathway or open space of the complex or at any other place except the space allotted and purchased by the Allottee and shall use the pathways as would be decided by the Promoter.

t) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or may be visible to the outsiders.

u) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter box at the place in the ground floor as may be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his flat.

v) Not to alter the outer elevation of the block or any part or portion thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Promoter and/or the Maintenance In Charge in writing or in the manner as near as may be in which it was previously decorated.

w) Not to bring in any contractor or any labour or mason of his own without the written consent of the Promoter into the complex so long as the complex is not completed fully and made over by the Promoter.

x) To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after it's incorporation to comply and/or adhere to the building rules and regulation of such Association.

y) To use the common areas, installations only to the extent required for ingress to and egress from the flat of men and materials and passage of utilities and facilities.

z) To keep the common areas, open spaces, parking areas, paths, passages, gardens, staircases, lobbies, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the complex or the block.

aa) Not to claim any right whatsoever or howsoever over any other flats or portions or roof in the complex or block save the flat.

bb) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other flats in the block.

cc) Not to let out transfer or part with the possession of the parking space, if the right of parking car/two wheeler is granted hereunder, independent of the flat nor vice versa, with the only exception being that the Allottee shall be entitled to let out transfer or part with possession of the parking space independent of the flat to any other co-owner of the complex and none else.

dd) Maintain at his own costs, the flat in the same good condition state and order in which the same be delivered to the Allottee and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to fire safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, RajpurSonarpur Municipality, WBSEB and/or any statutory authority and/or local body with regard to the user and maintenance of the flat as well as the user operation and maintenance of the lift, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the complex or the block and to make such additions and alterations in or about or relating to the flat as may be required to be carried out by them or any of them, independently or in common with the other co-owners as the case may be without holding the Promoter in any manner liable or responsible there for and to pay all costs and expenses there for wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of its conditions or rules or bye-laws and shall indemnify and keep the Promoter saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that it may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottee.

ee) To apply for and obtain at his own costs separate assessment and mutation of the flat in the records of RajpurSonarpur Municipality and the Promoter and the Owners shall give their consent for the same.

ff) Children shall not play in the public halls, stairways or elevators of the block.

gg) Not to make and/or cause to be made or permit any disturbing noises or create nuisance in the complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. Not to play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such flat if the same shall disturb or annoy other occupants of the block. Not to give vocal or instrumental instruction at any time in order to reduce sound emanating from a flat.

hh) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, stair windows, terraces or balconies or place upon the window sills of the

block. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.

ii) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the block excepting such as shall have been approved by the Promoter.

jj) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the block except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the block without similar approval.

kk) Water-closets and other water apparatus in the flat shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the flat-owner in whose flat it shall have been caused.

ll) No bird or animal shall be kept or harboured in the common areas of the block. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the block unless accompanied.

mm) No bird or animal shall be either killed, slaughtered, or offered in sacrifice, for any religious, communal, social, cultural, or for any other purpose whatsoever, in any visible part or portion of the said flat, open and covered two wheeler/car parking spaces/areas, any other open or covered spaces and areas, or in any part or portion of the complex.

nn) No radio or television aerial shall be attached to or hung from the exterior of the flat.

oo) Garbage and refuse from the flat shall be deposited in such place only in the block or the complex and at such time and in such manner as the Maintenance In Charge of the complex may direct.

pp) These house rules may be added to, amended or repealed at any time by the Promoter and after formation, by the Society/Association.

ARTICLE IX - REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The Land Owner have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter / Land Owner may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

- (iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;
- (vii) The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;
- (x) The Promoter/Land Owner have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- (xi) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue the completion / occupancy certificate, whichever is earlier, it shall be the duty of the Promoter 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

ARTICLE X – MANAGEMENT, MAINTENANCE AND MAINTENANCE

COMPANY/ASSOCIATION

- 10.1** As a matter of necessity, the Allottee in using and enjoyment of the flat and the common areas and installation binds himself and covenants to observe fulfill and perform the rules regulations obligations covenants and restrictions as may be made applicable from time to time for the quiet and peaceful use enjoyment and management of the complex by the Promoter and/or the Maintenance In Charge or the Association appointed by the Promoter, and in particular the common areas and installations and other common purposes.
- 10.2** The Allottee shall regularly and punctually pay to the Promoter, with effect from the date of commencement of liability, the amount of expenses and outgoings as are mentioned and contained in the **FOURTH SCHEDULE** hereunder written including, inter alia, the following:
- i)** Municipal rates and taxes and water tax, if any, assessed on or in respect of the flat directly to Rajpur Sonarpur Municipality Provided That so long as the flat is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter, proportionate share of all such rates and taxes assessed on the complex.
 - ii)** All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the flat or the complex as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the flat and proportionately in case the same relates to the complex as a whole.
 - iii)** Electricity charges for electricity consumed in or relating to the flat and until a separate electric meter is obtained by the Allottee for his flat, the Promoter shall provide a reasonable quantum of power in the flat from its existing sources and the Allottee shall pay electricity charges to the Promoter based on the reading shown in the sub-meter provided for the flat at the rate at which the Promoter shall be liable to pay the same to the WBSEB.
 - iv)** Proportionate share of all common expenses (including those mentioned in the **FOURTH SCHEDULE**) hereunder written payable to the Promoter from time to time as may be and in the manner as may be determined.
 - v)** All penalty, surcharge, interest, cost, and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including delayed payment surcharge as charged by the WBSEB from its consumers for delay in payment of its bills) to the Promoter.
- 10.3** Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all

other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Promoter and thereafter the Maintenance In Charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the flat or in the letter box in the ground floor of the block earmarked for the flat.

- 10.4** The Promoter shall have at its own discretion cause formation of the Association for the purpose of taking over charges of the acts relating to the common purposes and for the purpose of maintenance and management of the complex and in particular the common areas and installations, have such rules and regulations framed as may be deemed proper and necessary by the Promoter.
- 10.5** With effect from the date of commencement of liability, the Allottee agrees and covenants to become member, as the case may be, of the Association, upon its formation, without raising any objection whatsoever Promoter and also abide by all the rules and regulations restrictions and bye-laws as framed and/or made applicable by the Promoter and/or the Association for the common purpose and shall also sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts, deeds and things.
- 10.6** As on date, the Promoter intends to enter into an agreement with the Association upon its formation, laying down therein the terms conditions covenants and restrictions for maintenance management user and enjoyment of the complex and in particular the common areas and installations and the Allottee agrees and covenants to abide by and honour the same and also to ratify and confirm the same upon the same being entered into between the Promoter and the Association and the same is and shall be deemed to be a covenant running with the land. The Allottee hereby agrees and covenants to abide by the terms conditions covenants as may be imposed by the Association.
- 10.7** For compliance of all or any of the obligations of the Allottee contained in clause 10.5 and 10.6 herein above, the Allottee doth hereby appoints the Promoter as his constituted attorney.
- 10.8** Till the time of the formation of the Association and its taking over the charges of the acts relating to the common purposes, the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter shall be the Maintenance In Charge and look after the common purposes and the Allottee undertakes to regularly and punctually pay to the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter the maintenance charges and other amounts payable by the Allottee hereunder.
- 10.9** So long the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter as the Maintenance In Charge, the Allottee shall not hold the Maintenance In Charge liable for rendering any accounts or

explanation of any expenses incurred by the Maintenance In Charge in its acts relating to the common purposes nor shall the Allottee be entitled to hold the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Allottee as well as the Association shall remain liable to indemnify and keep indemnified the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Association.

- 10.10** Upon formation of the Association and upon sale of all the flats in the complex or earlier at the sole discretion of the Promoter, the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter shall transfer to the Association all its rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Promoter hereunder or so intended to be or so desired by the Promoter hereafter) whereupon only the Association shall be entitled thereto and obliged there for. All reference to the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter with regards to the common purposes shall thenceforth be deemed to be reference to the Association.
- 10.11** At the time of handing over the charge of the Association, the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter shall also transfer the residue then remaining of the deposit made by the Allottee under this agreement after adjusting all amounts then remaining due and payable by the Allottee and the amounts thus transferred shall be held by the Association to the account of the co-owners respectively for the purpose thereof. The Allottee shall not be entitled to raise any dispute and/or query with regard to the residue amount transferred by the Promoter to the Association, nor shall be entitled to ask for accounts from the Promoter or the Association in that regard.
- 10.12** Furthermore, with effect from date of formation of the Association and its taking charges of acts relating to the common purposes, all the employees of the Promoter having appointment as on such date for the common purposes such as watchmen, security men, caretaker, sweeper, plumber, etc. shall be employed and/or absorbed by the Association with continuity of service with effect from such date.
- 10.13** In case due to any reason whatsoever, the formation of Association becomes unfeasible or not practicable or impossible, then the Promoter may at its sole discretion award the job of Maintenance In Charge to any third person or party under any contract or agreement or otherwise and on such terms and conditions as the Promoter may agree with such person or party and the Allottee shall abide by and honour the same and the same shall is and shall be deemed to be a covenant running with the land.

10.14 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, common expenses or any other amount payable by the Allottee under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Promoter and thereafter the Maintenance In Charge interest at the rate of 24% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Promoter and thereafter the Maintenance In Charge shall be entitled to:

- i)** Discontinue the supply of electricity to the flat.
- ii)** Withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the flat.
- iii)** To demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the flat.

ARTICLE XI – FORCE MAJEURE

11.1 The following shall be included in the reasons beyond the Promoter’s control for giving possession of the flat to the Allottee:

- (a)** Unforeseen occurrences, acts, events, omissions or accidents, which are beyond the reasonable control of the Promoter and does not arise out of a breach by the Promoter of any of its obligations under this agreement, including, without limitation, crisis of labour, shortage of materials, local disturbance, political disturbance, any abnormally inclement weather, flood, lightning, storm, tempest, fire, explosion, earthquake, subsidence, structural damage (not caused due to negligence), epidemic or other natural physical disaster, war (whether declared or not), military operations, riot, acts of piracy, acts of sabotage, crowd disorder, terrorist action, civil commotion, destruction of machines and/or any kind of installations(not attributable to the Promoter), and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons beyond the control of the Promoter) or any relevant Government or Court orders of competent jurisdiction (not caused due to any act or omission of the Promoter)
- (b)** Any other unavoidable circumstances beyond the control of the Promoter.

ARTICLE XII – TAXES & LEVIES

12.1 In the event of the Promoter being made liable for payment of any tax or levies under any statute or law for the time being in force or being imposed in future if the Promoter be advised by its consultants that the Promoter is liable or shall be made liable or payment of such taxes, then and in that event the

Allottee shall be liable and hereby agrees to indemnify and keep the Promoter indemnified against all actions suits proceedings costs charges and claims in respect thereof so far as concerning and arising to the transfer or demise hereby made. The Allottee hereby agrees to pay such taxes and other duties extra as would be applicable or such amounts as may then be applicable at or before taking possession of the flat.

ARTICLE XIII – MISCELLANEOUS

- 13.1** The Allottee shall have no connection whatsoever with the Allottees of the other flats and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other co-owners (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations irrespective of whether the Promoter can procure only a few of them and the Allottee's obligations and the Promoter's right shall in no way be affected or prejudiced thereby.
- 13.2** In case upon completion of construction of the flat the Chargeable area thereof varies then the amounts payable hereunder by the Allottee to the Promoter as the case may be towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the super built-up area comprised in the flat), shall also vary at the rates specified herein and otherwise proportionately.
- 13.3** The properties and rights hereby agreed to be sold to the Allottee are and shall be one to and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the flat by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 13.4** If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the complex as a whole and/or the flat or on the transfer thereof, the same shall be borne and paid by the Allottee partly or wholly as the case may be within 7 (seven) days of a demand being made by the Promoter without raising any objection thereto. The Allottee may however take inspection of the documents in support of such charges at the office of the Promoter for the project upon prior written notice.
- 13.5** This agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this agreement be terminated or waved except by written consent by both parties. The Allottee acknowledges upon signing of this agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoter or its agents, servants or employees other than what is specifically set forth herein.
- 13.6** The complex shall bear the name **"PRUDENT PRANA"** unless changed by the Promoter.

- 13.7** All item/s not specifically included in the clauses/schedules hereinabove are excluded.
- 13.8** This agreement supersedes all other agreements arrangements understanding or brochure and in no event the Allottee shall be entitled to set up any oral agreement.
- 13.9** This agreement is personal and the Allottee shall not be entitled to transfer let out mortgage grant lease in respect of the flat without the consent in writing of the Promoter until such time the full amount of consideration has been paid by the Allottee to the Promoter as the case may be and the Allottee performing and observing all the other terms and conditions herein contained and of the part of the Allottee to be performed and observed **PROVIDED HOWEVER** after the full payment of the entire consideration amount the Allottee shall be entitled to let out, grant, lease and/or mortgage and/or in way deal with the flat for which no further consent of the Promoter shall be required.
- 13.10** Any delay or indulgence by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee shall not be construed as waiver of any breach or on compliance by the Allottee nor shall the same in any way or manner prejudice the rights of the Promoter.
- 13.11** The Allottee shall be entitled to apply to any bank and/or financial institution for the purpose of obtaining financial assistance for acquiring the flat it being expressly agreed and understood that in no event the Promoter shall be responsible for repayment of the said loan to the said bank and/or financial institution and the Allottee has agreed to keep the Promoter, its successor and/or successors in interest and assigns saved harmless and fully indemnified from all costs charges, claims actions suits and proceedings and in no event the Allottee shall be entitled to and hereby agrees not to sell or transfer and/or create interest of a third party into or upon the flat until such time loan and the interest accrued due thereon is fully repaid and/or liquidated.
- 13.12** For the purpose of facilitating the construction of the flat in the complex, the Promoter may apply for and obtain financial assistance from bank and other financial institution. However, before issuing the Notice of Possession, the Promoter shall have the flat freed from all charges and encumbrances and the Allottee shall not under any circumstances be liable or responsible to pay any such liability of the Promoter.
- 13.13** The Allottee individually or along with the other co-owners will not require the Owners or the Promoter to contribute the proportionate share of the maintenance charge of the flats which are not alienated or agreed to be alienated by the Owners or the Promoter notwithstanding the Owners or the Promoter being co-owners in respect thereof.
- 13.14** The Promoter and the Allottee have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the parties or to be construed as a joint venture between the parties nor shall the parties constitute an association of

persons. Each party shall keep the other party fully indemnified from and against the same.

- 13.15** It is hereby expressly agreed and declared that the dominant of the parties hereto is to sell and transfer the said flat to the Allottee in terms of this agreement and it is not the intention for this agreement, be construed to mean in the self rendering any services.
- 13.16** The right of the Allottee shall remain restricted to the said flat and the properties appurtenant thereto and the Allottee shall have no right nor shall claim any right over and in respect of any other flats and/or any other portions of the complex or block or open spaces situated at the complex.
- 13.17** This agreement is being signed in duplicate and each of them would be treated as the original. The Allottee has assumed the obligation to cause this agreement to be stamped and registered at his own cost and the authorized representative of the Promoter will remain present for the purpose of presenting this agreement for registration in the event of the Allottee requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid borne and discharged by the Allottee.

ARTICLE XIV - ARBITRATION

- 14.1** All disputes and differences by and between the parties hereto in any way relating to or connected with the flat and/or this agreement and/or anything done in pursuance hereof shall be referred to the sole arbitration of Mr. MayankKakrania, Advocate, of No. 10, Old Post Office Street, 1st Floor, Kolkata – 700 001, and the same shall to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The arbitrator shall have the right to proceed summarily and to make interim awards. The parties hereto agree and covenant with each other that they have full trust and faith in the arbitrator and agree not to challenge and/or dispute the same in any manner whatsoever or howsoever.

ARTICLE XV - JURISDICTION

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

ARTICLE XVI - NOTICE

- 16.1** All notices to be served on the Allottee shall be deemed to have been served if served by hand or sent by registered post with acknowledgement due at the address of the Allottee mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. The Allottee shall not raise any objection as to service of the notice deemed to have been served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO:

“SAID LAND”

ALL THAT the piece and parcel of bastu land measuring **415.282 decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, 1200 & 1201, L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, 1774 & 1775, comprised in Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732 and 2759, in MouzaSripurBagherghole, J. L. No. 59, Holding No. 272, SripurBagherghole "A", Pargana-Magura, Touzi No. 1, P. S. & A.D.S.R. Sonarpur, under RajpurSonarpur Municipal Ward No. 33, District South 24 Parganas and butted and bounded in the manner following that is to say:

ON THE NORTH: By R. S. Dag Nos. 1194, 1195, 1197,1202,1204, 1205, and 1206.

ON THE EAST: By R. S. Dag Nos. 1179, 1178(P), 1187(P), 1185, 1188(P) and 1190(P),

ON THE WEST: By R. S. Dag Nos. 1155, 1168, 1200(P), 1201(P) and 2093

ON THE SOUTH: By R.S. Dag No. 1193(p), 1179, and Mouza Bon-Hooghly No

OR HOWSOEVER OTHERWISE the same are is was or were heretofore butted bounded called known numbered described or distinguished

THE SECOND SCHEDULE ABOVE REFERRED TO:

"SAID PROPERTY"

PART - I

"SAID FLAT"

ALL THAT the flat No. _____ on the _____ floor of Block No. _____ of the complex, containing by admeasurement carpet area of _____ sq. ft., balcony area of _____ sq. ft., builtup area of _____ sq. ft., Chargeable area of _____ sq. ft., be the same a little more or less, as shown on the map or plan annexed hereto.

PART - II

"SAID PARKING SPACE"

ALL THAT the right to use _____ parking space preferred by the Allottee, to be allotted by the Promoter before handing over possession of the said flat to the Allottee.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART - I

"COMMON PARTS, PORTIONS, AREAS AND INSTALLATIONS IN THE COMPLEX"

1. Area comprised in the said Land.
2. Entrance and exit gates of the block and the complex.
3. Paths passages and open spaces in the complex other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or

intended to be reserved for parking of motor cars or marked by the Promoter for use of any other co-owner of any flat in the block/complex.

4. Entrance lobbies in the ground floors of the blocks.
5. Driveway in the ground floor of the complex.
6. Staircases of the blocks along with their full and half landings with both stair cover on the ultimate roof.
7. Lift with lift shafts and the lobbies on typical floors and lifts machine room and the stair leading to the roof thereof of the concerned block.
8. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pumps and for supply of power in the flat to the extent of quantum mentioned herein and/or in the other flats during power failure and generator room in the complex.
9. Electrical wiring and fittings and fixtures for lighting the staircases, lobbies and landings and operating the lifts and separate electric meter/s and meter room in the ground floor.
10. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats of the concerned block.
11. Water waste and sewerage evacuation pipes from the flats to drains and sewers common to the block and from the block to the municipal drain.
12. Common toilets with W. C. on the ground floor.
13. Room for durwan/security guard, caretaker's office on the ground floor of the complex.
14. Requisite arrangement of Intercom with connections to each individual flat.
15. Boundary Walls.
16. Fire Fighting System/Control Room.
17. Air-conditioned community hall.
18. Club.
19. Swimming Pool.
20. Kids' Pool.

Note: Tentative possession of Sl. No.18 to 20 shall be given in 2018-2019

PART - II

“SPECIFICATIONS AND AMENITIES”

SPECIFICATIONS:

Foundation:	Earthquake Resistant RCC-framed structure with anti-termite treatment
Wall finish:	Interior –brickwork with Plaster of Paris Exterior- High quality weatherproof cement/textured paint
Flooring:	Bedrooms – Ceramic/Vitrified tiles Living/Dining – Vitrified tiles
Kitchen:	Flooring – Ceramic tiles/Kota Stone Granite counter Stainless steel sink Dado of ceramic tiles upto 2 ft. above the counter

	Electrical points for Refrigerator, Aquaguard, Exhaust fan & Microwave Oven
	Provision for exhaust
Toilet:	Flooring – Ceramic tiles
	Toilet Walls – Ceramic tiles on the walls upto door height
	Sanitary ware of Parryware/Hindware or equivalent make
	CP fittings of ESSCO/ESS ESS/Jaguar or Equivalent make
	Electrical point for Geyser
	Plumbing provision for Hot/Cold Water line
Doors & Windows:	Door frame – treated wood
	Main Door – laminated flush doors
	Main Door Fittings – Godrej or equivalent make night-latch with eyepiece & handle
	Internal Bedroom Doors – Flush door enamel painted with lock
	Toilet Doors – laminated inside & enamel painted outside
	Windows – Sliding anodized/powder coated aluminum/UPVC windows with glass panes
	Integrated window MS Grill mandatory at extra cost
Electricals :	Modular switches of reputed brands
	AC points in all bedrooms
	Necessary electric points/switch boards in all bedrooms, living/dining, kitchen & toilets
	Cable TV points in living/dining & all bedrooms
	Telephone line in living/dining
	Concealed copper wiring with Central MCB of reputed brands
Door bell point at the main entrance door	
Common Lighting:	Overhead illumination for compound and street lighting
	Necessary illumination in all lobbies, staircases & common areas
Lifts, Stairs & Lobbies	Lifts of reputed make
	Stairs & Floor Lobbies – Kota Stone/tiles/Marble
	Entrance – Ground floor lobby of each block, combination of marble, granite tiles
24x7 Security & Fire Prevention	Surveillance facility with CCTV in ground floor lobby
	Intercom facility
	Fire fighting system
	Generator Back up (2BHK – 750 Watts and 3BHK – 1000 Watts mandatory at extra cost)

AMENITIES:

1. Outdoor Play Area
2. A. C. Gymnasium
3. Indoor Games Room
4. A. C. Community Hall
5. Doctor's parking
6. 24 hour water supply
7. 24 x 7 security services along with modern security arrangements like CCTV, Intercom etc.
8. Fire fighting systems
9. Water treatment plant

10. Rain water harvesting
11. Common toilets
12. Manicured open green space
13. Children's play area
14. Generator Backup for common areas & services
15. Montessori School

PART - III

- a) The Blocks Nos. 3A and 10A would be completed by 31st March, 2020.
- b) The Block No 11A would be completed by 30th September, 2021 .

THE FOURTH SCHEDULE ABOVE REFERRED TO:

“COMMON EXPENSES”

- 1. MAINTENANCE:** All costs, charges and expenses of maintaining repairing redecorating and renewing etc. of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and other saleable space in the complex, main entrance and exit gates, landings and staircases of the block and enjoyed by the Allottee or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said land so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.
- 2. OPERATIONAL:** All costs, charges and expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with motor, generator, fire fighting equipments and accessories, security systems deep tube well etc.) and also the costs of repairing, renovating and replacing the same, irrespective of whether the same are used by the Allottee or not.
- 3. STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
- 4. ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Promoter or any agency looking after the common purposes, until handing over the same to the Association.
- 5. TAXES:** Municipal and other rates, taxes and levies and all other outgoings, including enhancement thereof, if any, in respect of the complex (save those assessed separately in respect of any flat).

6.COMMON UTILITIES: Costs, charges and expenses for serving/supply of common facilities and utilities and all costs and charges incidental thereto.

7. CLUB CHARGES:

8.RESERVES: Creation of funds for replacement of funds for replacement, renovation and/or other periodic costs, charges and expenses.

9.OTHER: All other costs, charges and expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

“CONSIDERATION”

PART - I

The consideration payable by the Allottee to the Promoter for the sale of the Allottee's flat shall be Rs. _____/-

PART - II

“INSTALLMENTS”

The amount mentioned in **PART - I** of this **Schedule** shall be paid by the Allottee to the Promoter in installments as follows:

Particulars	Flat	Utility	Ancillary
Booking Amount	20% of the Consideration	20%	50%
On Completion of piling of block booked	10%	10%	-
On Completion of first floor casting of block booked	10%	10%	-
On Completion of third floor casting of block booked	10%	10%	-
On Completion of fifth floor casting of block booked	10%	10%	-
On Completion of seventh floor casting of block booked	10%	10%	-
On Completion of brickwork of flat booked	10%	10%	-

On Completion of flooring of flat booked	5%	5%	-
On installation of lift	5%	5%	
On Possession	10%	10%	50%

THE SIXTH SCHEDULE ABOVE REFERRED TO:

“ADVANCES AND DEPOSITS”

Particulars of costs, charges and expenses to be paid by the Allottee to the Promoter/authorized person herein before taking over the possession.

1. Amount towards cost of the service charges for HT/LT connection to be paid @ Rs. 30/- per sq. ft. of Chargeablearea.
2. Proportionate cost of generator @ Rs. 20/- (Rupees twenty) per sq. ft. of Chargeablearea.
3. For Goods and Services Tax (GST)and all other taxes and duties as would be applicable.
4. Deposits and charges for obtaining separate meter for the said flat directly from the WBSEB.
5. Rs. 2000/- (Rupees two thousand) only, per flat, towards share money application/entrance fee and the flat owner’s share of expenses in connection with the formation of the Holding Organization.
6. Rs. 12/- (Rupees twelve) only (approximately), per sq. ft. of Chargeablearea towards municipal tax for one year, subject to increase in the rate at the time of handing over possession.
7. Rs. 18/- (Rupees eighteen) only (approximately), per sq. ft. of Chargeablearea towards maintenance charges for one year, subject to increase in the rate at the time of handing over possession as per the then prevailing cost factor.
8. Rs. 15,000/- plus Goods and Services Tax (GST)and other levies as applicable, towards Advocate’s fees.
9. Rs. 20/- (Rupees twenty) only, per sq. ft. of Chargeablearea towards sinking fund.

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

SIGNED SEALED AND DELIVERED on behalf of the **OWNERS**, by their Constituted Attorney/Karta,
at Kolkata in the presence of:

1.

2.

SIGNED SEALED AND DELIVERED by the **PROMOTER**, by its Director, **Sri** _____, pursuant to the Board Resolution dated _____ at Kolkata in the presence of:

1.

2.

SIGNED SEALED AND DELIVERED by the **ALLOTTEE** at Kolkata in the presence of:

1.

2.

DATED THIS DAY OF
,20_____

BETWEEN
ASWINI SALES PVT.LTD.
AND OTHERS

OWNERS

AND

PRUDENT INFRAREALTY PVT.LTD.
PROMOTER
AND

ALLOTTEE

AGREEMENT FOR SALE

(BLOCK____, _____ FLOOR, FLATNO.

____)

MAYANK KAKRANIA
ADVOCATE
10, OLD POST OFFICE STREET,
KOLKATA - 700 001.

