

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**Agreement**”) executed on this _____ day
of _____ 201__

BETWEEN

ISWAR GOPALESWAR MAHADEB, a Hindu deity installed at Premises No. 9, S.P. Mukherjee Road, Post Office and Police Station Bhawanipore, Kolkata 700 025, represented by the Shebaita namely (1) Sunil Kumar Datta, (2) Samir Kumar Dutta, (3) Arun Kumar Dutta and (4) Bijan Kumar Dutta, all residing at Premises No. 9, S.P. Mukherjee Road, Post Office and Police Station Bhawanipore, Kolkata 700 025 hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs, executors, administrators, legal representatives and assigns, in case of companies their respective successor or successors-in-interest and assigns in case of Limited Liability Partnerships their present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **FIRST PART**:

AND

KYAL DEVELOPERS PVT LTD, having **CIN U70109WB1995PTC076151**, having **PAN AABCK3070E**, a company duly incorporated under the Companies Act, 1956, having its registered office at premises No.122/1R, Satyendra Nath Majumder Sarani, 4th Floor, Post Office Kalighat, Police Station Tollygunge, Kolkata 700 026 hereinafter referred to as the **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **SECOND PART**:

AND

SANGEETA BANERJEE ALIAS SANGITA BANERJEE, having **PAN ALDPB7793D**, wife of Debashis Banerjee, by occupation housewife, residing at 7B, Monoharpukur 2nd Lane, Police Station Lake, Post Office Sarat Bose Road, Kolkata 700 029 hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **THIRD PART**

AND

(1) _____, having **PAN** _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, PIN _____ and **(2)** _____, having **PAN** _____, Having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, residing at Post Office _____, Police Station _____, PIN _____, hereinafter (jointly/collectively) referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean

and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **FOURTH PART**;

[If the Allottee is a company]

_____, having **PAN** _____, having CIN _____, a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at _____, Post Office _____, Police Station _____, PIN _____, represented by its Director/Authorized Signatory _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, residing at _____ Post Office _____, Police Station _____, PIN _____, duly authorized vide board resolution dated _____, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **FOURTH PART**.

[OR]

[If the Allottee is a Partnership]

_____, having **PAN** _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, Post Office _____, Police Station _____, PIN _____, represented by its authorized partner _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, residing at _____ Post Office _____, Police Station _____, PIN _____, duly authorized vide _____ hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **FOURTH PART**.

[OR]

[If the Allottee is a HUF]

_____, having **PAN** _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, Post Office _____, Police Station _____, PIN _____, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **FOURTH PART**.

The Owners, Developer/Promoter, Confirming Party and Allottee(s) shall hereinafter collectively be referred to as the "parties" and individually as a "party"

A. DEFINITIONS – For the purpose of this Agreement for Sale, unless the context otherwise requires -

(a) **ACT** - means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted;

- (b) **ADVOCATES** – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Developer inter alia, for preparation of this agreement and Conveyance for transfer of the Apartment;
- (c) **APARTMENT** - shall mean **All That** the **Apartment No.**____ containing a carpet area of _____ sq. ft., type _____ BHK, **WITH** Exclusive balcony area of ____ sq feet, **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____Square Feet , be the same a little more or less on the _____ **Floor** of the Project to be known as **“ZENITH”** together with right to park ____ car at the covered parking space in the Ground level **being no.**____ situated within the said Project more fully and particularly described in **Part-I** of the **Second Schedule** here under written and together with the prorata share in the Common Areas and the Common Facilities and Amenities to be used in common with the other Allottee(s) and Together with the said Share;
- (d) **ARCHITECT** – shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;
- (e) **ASSOCIATION** – shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;
- (f) **APPLICATION MONEY** - shall have the meaning ascribed to it in Clause 1.12;
- (g) **BUILDING / NEW BUILDING** - shall mean the new residential buildings under construction at the said Land for the time being, the complex being named **“ZENITH”**, containing several independent and self contained flats/apartments, parking spaces and other constructed areas;
- (h) **BOOKING AMOUNT** - shall mean 10% of the Consideration for the Apartment which includes the Application Money;
- (i) **CANCELLATION CHARGES** - shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque and (iv) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities;
- (j) **COMMON AREAS** - shall mean and include the areas, as mentioned in the **Third Schedule** hereunder written;
- (k) **COMMON MAINTENANCE EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s);

- (l) **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.
- (m) **PLAN** - shall mean the sanctioned plan of sanctioned plan of the Kolkata Municipal Corporation having Building Permit No.2016080080 dated 28th day of January, 2017 for construction of residential cum commercial Project comprising of One (1) Ground Plus 5 (five) storeyed Tower consisting of self contained independent apartments and the car parking spaces whether open or covered within the said Project and the Common Areas thereto upon the said Land or on the part thereof to be known as “**ZENITH**”.
- (n) **PROJECT/COMPLEX** – shall mean the residential building complex to be known as “**ZENITH**” comprising of One (1) Ground plus 5 (five) storeyed Tower consisting of self contained independent apartments and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Developer in terms of the Plan on the said land or on the part thereof.
- (o) **RULES** - means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (p) **REGULATIONS** - means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (q) **SAID LAND** - All That the Premises No. 9, S. P. Mukherjee Road, Police Station Bhawanipore, Kolkata 700 025, more fully and particularly described in the **First Schedule** hereunder written.
- (r) **SAID SHARE** – shall mean prorata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).
- (s) **SECTION** - means a section of the Act.
- (t) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.
- (u) **SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

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

B. INTERPRETATION

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

WHEREAS:

- A. One Gopal Chandra Dutta was absolutely seized and possessed of All That the piece and parcel of land containing an area of 9 Cottahs, be the same a little more or less, lying situate at Dihi Panchannagram, Division – VI, Sub-Division M, Holding No. 305/O and 305/A, Sub-Registrar and Police Station the then Bhawanipore, District the then 24 Parganas (hereinafter referred to as the **said plot**).
- B. Being seized and possessed of said plot Gopal Chandra Dutta constructed a one storied brick built building and a temple thereon or on the portion thereof and installed a Hindu Deity namely Iswar Gopaleswar Mahadeb in the said temple (herein after referred to as the **said Hindu Deity**).
- C. Subsequently by an Arpannama dated the 21st day of Baishak, 1288, executed by the said Gopal Chandra Dutta and registered with the Deputy Registrar at Alipore, in Book No. I, Volume No. 9, Pages 237 to 238, Being No.1139 for the year 1881, the said Gopal Chandra Dutta dedicated All That the said plot unto and in favour of the said Hindu Deity and made provisions to pay the expenses of worship and other rituals of the said Hindu Deity.
- D. By and under the said Arpannama dated the 21st day of Baishak, 1288, the said Gopal Chandra Dutta further made out that in the absence of any specific

rule formulated in future for the appointment of the Shebait and upon his death his son, grandson and any heir or heirs surviving for the time being would act as the Shebait of the said Hindu Deity.

- E. Gopal Chandra Dutta died on the 4th day of Jaistha, 1289, (Bengali year) without any male issue and leaving behind him surviving his widow Muktakeshi Dasi and only daughter Shankari Dasi as his heiresses and legal representatives who upon his death jointly inherited the shebaitship of the said Hindu Deity.
- F. In reality the said Muktakeshi Dasi took up the shebaitship and continued to act on such strength.
- G. The said Muktakeshi Dasi also mutated her name in the records of the Corporation of Calcutta in respect of the said plot.
- H. The said Sankari Dasi died on the 14th day of Ashad, 1324, (Bengali year) leaving behind her surviving her only son Panchanan Dutta as her heir and legal representative.
- I. The said Muktakeshi Dasi died in the year 1925, leaving behind her surviving her grandson the said Panchanan Dutta who upon her death inherited the shebaitship of the said Hindu Deity.
- J. The said plot and the construction made thereon together with the said temple was subsequently numbered as Premises No. 9, S. P. Mukherjee Road, the then Calcutta (herein after referred to as the **said premises**).
- K. The said Panchanan Dutta duly mutated his name in the records of the Kolkata Municipal Corporation in respect of the said premises.
- L. The said Panchanan Dutta died on the 1st day of January, 1993, leaving behind him surviving his widow Ashalata Dasi, five sons namely, i) Anil Kumar Datta, ii) Sunil Kumar Datta, iii) Samir Kumar Dutta, iv) Arun Kumar Dutta and v) Bijan Kumar Dutta and two daughters namely, Umarani Dutta and Ramarani Das, as his heirs, heiresses and legal representatives who upon his death jointly inherited the shebaitship of the said Hindu Deity.
- M. The said Umarani Dutta and Ramarani Das never acted as shebait of the said Hindu Deity.
- N. The said Ashalata Dasi died on the 8th day of August, 1998.
- O. The Shebait were facing difficulty in paying the taxes and outgoings including the costs of repair and maintenance of the said premises on regular basis.

- P. In order to find out alternative fund to meet up the daily expenses and there being hardly any prospect of the said premises being vacated by the tenants and to avoid long drawn and expensive litigation as well, the Shebaites decided to dispose of and/or develop the said premises for the benefit of the said Hindu Deity.
- Q. By a Development Agreement dated the 17th April, 2011, made between Iswar Gopaleswar Mahadeb, a Hindu deity represented by Anil Kumar Datta, Sunil Kumar Datta, Samir Kumar Datta, Arun Kumar Datta and Bijan Kumar Datta, therein jointly referred to as the Shebaites of the One Part and one Kyal Developers Private Limited therein referred to as the Developer of the Other Part, the Shebaites therein at and for the consideration, terms and conditions mentioned therein appointed the Developer therein to develop All That the piece and parcel of land measuring an area 8 Cottahs 8 Chittaks, be the same a little more or less, together with two storied dilapidated brick built messuage tenement dwelling house erected thereon or on the part thereof situate lying at and being the said premises more fully and particularly described in the First Schedule there under written as also in the **First Schedule** hereunder written by construction and commercial exploitation of a multi-storied building upon demolition of the existing structure at the said premises (herein after referred to as the **said Development Agreement**).
- R. On the 12th September, 2011, the Learned District Judge at Alipore, South 24 Parganas, allowed an application under Section 7 of the Religious Endowment Act being Misc. Case No. 762 of 2010 filed by the said shebaites seeking required permission for development of the said premises and granted them permission to get the said premises developed as per the terms and conditions of the said Development Agreement through the said Kyal Developers Private Limited.
- S. By and in terms of the said Development Agreement the said shebaites have mutated their names in the assessment records of the Kolkata Municipal Corporation in respect of the said premises.
- T. In furtherance to the said Development Agreement, by a Supplementary Agreement dated the 25th April, 2013, made between the said Iswar Gopaleswar Mahadeb, a Hindu deity represented by Anil Kumar Datta, Sunil Kumar Datta, Samir Kumar Datta, Arun Kumar Datta and Bijan Kumar Datta therein jointly referred to as the Shebaites/Owners of the One Part and the said Kyal Developers Private Limited therein referred to as the Developer of the Other Part and registered with the Additional District Sub Registrar Alipore in Book No.I, CD Volume No.14, Pages 1328 to 1372, Being No.03327 for the year 2013, the parties thereto recorded the development related steps taken by the parties and modified some terms as recorded therein (herein after referred to as the **said First Supplementary Agreement**).

- U. The said Anil Kumar Datta died intestate on the 26th June, 2014, leaving behind him, his wife being predeceased on the 21st January, 2004, his daughter Sangeeta Banerjee alias Sangita Banerjee as his sole heiress and legal representative and she stepped into his place.
- V. By another Supplementary Agreement dated the 4th December, 2015, made between the said Sangeeta Banerjee alias Sangita Banerjee therein referred to as the Shebait/Owner of the One Part and the said Kyal Developers Private Limited therein referred to as the Developer of the Other Part and registered with the Additional District Sub Registrar Alipore in Book No.I, Volume No.1605-2015, Pages 116712 to 116726, Being No.160508152 for the year 2015, the parties thereto recorded the death of the said Anil Kumar Datta and agreed to accept the said Sangeeta Banerjee alias Sangita Banerjee as the Shebait under the said Development Agreement dated 17th April, 2011 and the Supplementary Agreement dated 25th April, 2013 (herein after referred to as the **said Second Supplementary Agreement**).
- W. By and in terms of the said Development Agreement the said Kyal Developers Private Limited at its own costs and expenses has caused and obtained Building Plan being Building Permit No.2016080080 dated 28th day of January, 2017, sanctioned by the Kolkata Municipal Corporation in the name of the said Shebait (herein after referred to as the **said Plan**), whereby the said Kyal Developers Private Limited is entitled to construct, erect and complete a new multi-storied residential cum commercial building comprising of Ground plus Five (G+5) storied at the said premises consisting various independent units, office spaces and car parking spaces on the said Land or on the part thereof to be known as "**Zenith**" (hereinafter referred to as the **said Complex/Project**). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- X. In pursuance of the said plan the Developer herein has at its own costs and expenses commenced construction of the new building on the said premises.
- Y. By an Allocation Agreement made between the Vendor herein therein collectively referred as Shebait of the First Part, the Confirming Parties herein therein referred as Confirming Party of the Second Part and the Developer herein therein referred to as Developer of the Third Part, the Parties therein have earmarked their respective allocations and the various flats/units/apartments/constructed spaces and car parking spaces of the new building to be constructed on the said premises. By the said Allocation Agreement the Developer therein allotted exclusively the Unit herein.
- Z. The Owners, Confirming Parties and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

- AA. The Promoter has registered the Project under the provisions of the Act having Registration No. _____;
- BB. The Allottee(s) has/have applied for allotment of an apartment in the said the Project under development and has been allotted **All That the Apartment No.** _____ containing a carpet area of _____ Sq. Ft., type _____ BHK, **WITH** Exclusive balcony area of _____ Sq feet, **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of _____ Square Feet , be the same a little more or less on the _____ **Floor** of the Project to be known as **“ZENITH”** together with right to park _____ car at the covered parking space in the Ground level **being no.** _____ situated within the said Project (hereinafter collectively referred to as the **“said Apartment”**) more fully mentioned in **Part I of the Second Schedule** hereto to be developed in accordance to the Specifications as mentioned in **Part II of the Second Schedule** hereto and of pro rata share in the common areas of the said Project more fully mentioned **in the Third Schedule.**
- CC. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the Said Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act.
- DD. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.
- EE. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project.
- FF. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- GG. The Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of apartments in the said Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties.
- HH. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the Apartment together with the prorata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.
- II. It has been agreed by the parties that the Association of all the Allottee(s) of all the blocks/towers in the said Project as and when the said Project is completed in its entirety shall own in common all Project Common amenities

and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

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

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners and the Promoter agree to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase, the said Apartment as specified in recital H above.

1.2.1 The Total Consideration of Apartment is Rs. _____ (Rupees _____) only ("Total Consideration of Apartment").

Apartment No.____ Type ___ BHK Floor _____	Rate of Apartment per square foot of carpet area : Rs. _____/-
Cost of carpet area	Rs. _____/-
Cost of exclusive balcony or verandah areas	Rs. _____/-
Cost of exclusive open terrace	Rs. _____/-
Prorata cost of common areas with external wall thickness	Rs. _____/-
Preferential Location Charges	Rs. _____/-
Floor escalation charges	Rs _____/-
Covered Parking –	Rs. _____/-
Total Consideration for the Apartment	Rs. _____/-

1.2.2 The Total GST in respect of Apartment and the Extras and Deposits as mentioned hereinbelow is Rs. _____/- (Rupees _____) only ("Total GST").

1.2.3 The Total Extras Charges and deposits in respect of Apartment is Rs. _____/- (Rupees _____) only ("Total Extras and Deposits").

DEPOSITS :	
Kolkata Municipal Corporation property tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months to Kolkata Municipal Corporation.	Rs. _____/-
Sinking Fund- This amount is payable to the association as funds for future repairs replacement,	Rs. _____/-

improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association deem fit and proper.	
Total Deposits	Rs.
EXTRA CHARGES	
Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC . for providing and installing transformer at the said Project.	Rs. _____/-
Legal and Documentation Charges	Rs. _____/-
Association Formation Charges	Rs.15,000/-
Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator (“DG”) for power backup to run the basic facilities in the Project. The minimum load that will be provided 3BHK Apartments – 3 KW. In case extra DG power is required by the Allottee over and above the minimum load , the Allottee will be required to pay Rs 25000/- per KW.	Rs.75,000/-
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs. _____/-
Building Plan regularization: Proportionate cost od regularization of the building plan from Kolkata Municipal Corporation under Rule 26 of the Building rules of the KMC in case of any change in the unit plan	Rs. _____/-

1.2.4 The Total Consideration of the said Apartment, Total GST and Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 hereinabove, are hereinafter collectively referred to as the “**said Total Price of the Apartment**”.

Explanation:

- (i) The Total Price of the Apartment above includes the booking money paid by the Allottee(s) to the Promoter towards the said Apartment.
- (ii) The Total Price of the Apartment as mentioned in Clause 1.2.4 above include taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the

said Apartment to the Allottee(s) and the said Project to the association of Allottee(s) after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification.

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

Provided the Allottee(s) shall pay the Deposit to CESC directly on account of Individual Meter.

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of the Apartment as mentioned in Clause 1.2.4 includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint the exterior of the blocks/towers, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance deposits and other charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.2.5 **TDS:** If applicable, the tax deductible at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper certificate thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper certificate thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.
- 1.3 The Total Price of the Apartment as mentioned in Clause 1.2.4 is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/

regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee(s).

- (i) If prior to execution of the conveyance, the Allottee(s) nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of nomination charge of Rs. _____/- (Rupees _____ only).
 - (ii) The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Apartment and the Allottee(s) shall not be entitled to raise any claim for such variation.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Fifth Schedule** hereto ("Payment Plan").
 - 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the promoter and that shall be binding upon the Allottee(s). The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
 - 1.6 The Allottee(s) agree(s) that he/she/they is/are aware that the Promoter is developing and/or proposing to develop in due course, other phases of the Project including the commercial complex on lands in the proximity as well.
 - 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Part II** of the **Second Schedule**, (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations in accordance with the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.
 - 1.8 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the respective Block/Tower is complete and the occupancy certificate or such other certificate is granted by

the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price of the Apartment as mentioned in clause 1.2.4 payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee(s) within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in the **Fifth Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2.1 of this Agreement.

- 1.9 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have right to use the Common Areas to be transferred to the association of Allottees, undivided prorata share in such Common Area of the said Project is included in the Apartment as per applicable laws. Since the share/interest of the Allottee(s) in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Amenities & Facilities to the association of Allottees after duly obtaining the completion certificate from the competent authority for the Project. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint the exterior of the blocks/towers, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
 - (iv) The Allottee(s) has/have the right to visit the said Project site to assess the extent of development of the said Project and his/her/their Apartment, subject to prior consent of the Project Engineer and complying with all safety measures while visiting the site without in any way interfering with the construction or finishing work.
 - (v) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Blocks/Towers and common areas including common facilities and amenities.

- 1.10 It is made clear by the Promoter and the Allottee(s) agree(s) that the Apartment along with one covered (Basement/Ground/First Floor) parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project Common Amenities & Facilities shall be available only for use and enjoyment of the Allottees of the said Project.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 Out of the Booking Amount, the Allottee(s) has/have paid a sum of Rs._____/ - (Rupees _____) only as application money ("**Application Money**") inclusive of GST at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. On or before the **Effective Date** (the date of execution of this agreement) the Allottee(s) has/have paid the balance **Booking Amount** of Rs._____/ - (Rupees _____) only inclusive of GST. The Booking Amount forms part of the Total Consideration and the Allottee(s) hereby agree(s) to pay the remaining price of the said Apartment as prescribed in the Payment Plan [**FIFTH SCHEDULE**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee(s) delay(s) in payment towards any amount which is payable, he shall be liable to pay interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum from the date of such default until payment.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **Fifth Schedule** through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of **KYAL DEVELOPERS PRIVATE LIMITED** payable at Kolkata. Time shall be the essence of the contract in this regard.
3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.
4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee(s) authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Apartment if any, in his/her name and the Allottee(s) undertake(s) not to object/demand/direct the Promoter to adjust such payments in any other manner.
5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said project with the Authority and towards handing over the said Apartment to the Allottee(s) and the common areas to the association of Allottees or the competent authority, as the case may be, subject to the same being formed and registered
6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The Allottee(s) has/have seen the sanctioned plan which has been approved by the competent authority, as represented by the Promoter, proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the said sanctioned plan, floor plan, payment plan and the specifications, amenities and facilities mentioned herein. The Promoter shall develop the Project in accordance with the said sanctioned plan, layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans

which shall be approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee(s) and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment along with ready and complete Common Areas, all specifications, amenities and facilities of the said Project in place on 31st Day of December, 2019 with a grace period of 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Owners and the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement (“**Force Majeure**”). If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount {less any taxes collected from the Allottee(s)} received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee(s) agree(s) that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment (**Possession Notice**), to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/completion certificate (**Possession Date**). Provided That, in the absence of local law and subject to the Allottee(s) complying with his obligations hereunder, the conveyance

deed in favour of the Allottee(s) shall be carried out by the Owners and the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed Conveyance Deed or other instruments until such time the Allottee makes payment of the Total price of the Apartment as mentioned in 1.2.4 agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter, not due to any act or omission on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be, after the issuance of the Occupancy certificate/Completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate/completion certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.

- 7.3 **Failure of Allottee(s) to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided in para 7.2 such Allottee(s) shall be deemed to be in such possession and the Allottee(s) shall be liable to pay maintenances charges, municipal tax and other outgoings and further pay holding charge of Rs.5,000/- (Rupees five thousand) only per month or part thereof to the Promoter for the period of delay in taking possession from such date as notified in the Possession Notice (**Deemed Possession**).

On and from the Possession or Deemed Possession date:

- (i) The Apartment shall be at the sole risk and cost of the Allottee(s) and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee(s) shall become liable to pay the Maintenance Charges in respect of the said Apartment and the Common Areas;
- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee(s) proportionate to his interest therein and those relating only to the said Apartment shall be borne solely and conclusively by the Allottee(s).
- (iv) All other expenses necessary and incidental to the management and maintenance of the said Project.

7.4 **Possession by the Allottee(s)** – After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be within 30 (thirty) days after obtaining the occupancy/completion certificate.

7.5 **Cancellation by Allottee(s)** - The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee(s) propose(s) to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 45 days of such cancellation.

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

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wish(es) to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment, with applicable interest rate in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided That where the Allottee(s) do(es) not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) applicable interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The promoter and/or Owners hereby represent/s and warrant/s to the Allottee(s) as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; The Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) Save what has been disclosed herein, there are no other encumbrances upon the Said Land or the Project as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said 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 in compliance with all applicable laws in relation to the said Project, said Land, Blocks/Towers and apartment and the 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(s) created herein, may be prejudicially affected;
- (vii) The Owners/Promoter have/has not entered into any agreement for sale and arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of the Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the Common Amenities & Facilities of the said Project to the association of Allottees or the competent authority, as the case may be, after the completion of the entire project;
- (x) The said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damage and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the said Project has been issued and possession of apartment or building, as the case

may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the association of Allottees or the competent authority, as the case may be;

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

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

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

- (i) If the Promoter fails to provide ready to move in possession of the said Apartment to the Allottee(s) within the time period specified in para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate/completion certificate, as the case may be has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stop(s) making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the Allottee(s) shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter. Provided That where an Allottee(s) do(es) not intend to withdraw from the said Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, for every month of delay till the handing over of the

possession of the said Apartment, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

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

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottee(s) fail(s) to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard. The Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum from the date of default till actual payment is made;

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

10. **CONVEYANCE OF THE SAID APARTMENT:** The Promoter, on receipt of Total Price of the Apartment as mentioned in Clause 1.2.4 herein from the Allottee(s) shall execute a conveyance deed and convey the title of the Apartment together with the prorata share in the Common Area of the said Project within 3 months from the date of issuance of the Occupancy Certificate and/or the Completion Certificate, as the case may be, to the Allottee(s). However, in case the Allottee(s) fail(s) to deposit the stamp duty and/or registration charges and/or other charges within the period mentioned in the notice, the Allottee(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and/or other charges to the Promoter is made by the Allottee(s). All liabilities owing to such non-registration shall be to the account of the Allottee(s) and the Allottee(s) shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

11. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:** The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the association of Allottees upon the issuance of the completion certificate of the said Project. The cost of such maintenance has been included in the Total Extras and Deposits of the said Apartment as mentioned in Clause 1.2.3.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter 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 obtaining Completion Certificate, 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that the said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse or negligent use (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments and (v) accidents.

Provided that where the manufacturer's warranty as shown by the Promoter to the Allottee(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment but the annual maintenance contracts are not done/renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20^o C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of basement and service areas: The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Block/Tower, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee(s) further undertake(s), assure(s) and guarantee(s) that he/she would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Block/Tower or anywhere on the exterior of the said Project, Towers therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Block/Tower. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said Apartment.
- 15.3 The Allottee(s) shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.
- 15.4 Cable/Broadband/Telephone Connection: The Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee(s) (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee(s) shall be entitled to avail the cable connection facilities of the designated two service providers to all the Apartments.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.
17. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities which shall be approved by the competent authority(ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has/have taken or agreed to take such Apartment.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions and other lenders, the Promoter may already have created mortgage and/or charge on the said Land and all constructions to be made thereon and shall be at liberty to create further mortgages and/or charges in respect of the said Land or any part thereof and the Allottee(s) hereby consent(s) to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee(s), 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 Apartment free of all such mortgages and charges created by the Promoter.

19. **APARTMENT OWNERSHIP ACT:** The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.
20. **BINDING EFFECT:** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the Allottee(s) fail(s) to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the concerned authorities for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the

Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

21. **ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.
22. **RIGHT TO AMEND:** This Agreement may only be amended by written consent of the parties.
23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the said Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations will go along with the said Apartment for all intents and purposes.
24. **WAIVER NOT A LIMITATION TO ENFORCE:**
 - 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Fifth Schedule] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
 - 24.2 Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
25. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is

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

27. **FURTHER ASSURANCES:** All parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
28. **PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Kolkata after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub Registrar at Alipore. Hence, this Agreement shall be deemed to have been executed at Kolkata.
29. **NOTICES:** All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified hereinabove or such other address as either of the Parties, may from time to time, designate by notice in writing to the other Parties.
30. **JOINT ALLOTTEES:** That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
31. **SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the said Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the rules and regulations made thereunder.
32. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
33. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

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

34.1 The Allottee(s) prior to execution of the Deed of Conveyance of the said Apartment, nominates unto and in favor of any other person or persons in his/her/their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to payment of a sum of Rs. _____/- (Rupees _____), plus applicable taxes to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

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

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

(a) **Allottee to Make Due Payments:**

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

(b) **Lock-in Period:**

The Allottee(s) cannot nominate in favour of any third party before the expiry of a period of 12 (twelve) months from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

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

34.2 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be

as per specifications mentioned in this agreement in **Part II** of the **Second Schedule** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

- 34.3 In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the Agreement between the Allottee(s) and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee(s) from such bank/ Financial Institution.
- 34.4 In case payment is made by any third party on behalf of Allottee(s), the Promoter will not be responsible towards such third party making such payment/remittances on behalf of the Allottee(s) and such third party shall not have any right in the Application and/or Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee(s) only.
- 34.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II** of the **Second Schedule**.
- 34.6 Promoter may also extend the said Project to any contiguous land in future in different phases wherein all or part of the provisions of common facilities of the Project such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall or may be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. The Allottee(s) shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the said Land which may be made available even after the Deed of Conveyance of the said Apartment has been executed, the Allottee(s) or the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire housing complex is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee(s) is/are also notified that the Promoter may at any subsequent period undertakes development of a separate Project on land which is

adjacent but not part of this Project and in that case the Promoter may decide to provide for an access or passage way across the said Project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon all the Allottees and the Association of Allottees of the said Project.

- 34.7 If due to any act, default or omission on the part of the Allottee(s), the Promoter is restrained from construction of the said Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.8 The Promoter will not entertain any request for modification in the internal layouts of the Apartment of the Block/Tower. In case the Allottee(s) desire(s) (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the said Apartment, he/she/they will not be entitled to any reimbursement or deduction in the value of the said Apartment. For this purpose, in only those cases where the Allottee(s) has/have made full payment according to the terms of payment, at its sole discretion, the Promoter may allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee(s) provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- 34.9 The Allotment is personal and the Allottee(s) shall not be entitled to transfer, let out, alienate the said Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee(s) shall be entitled to let out, grant, lease and mortgage and/or deal with the said Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.
- 34.10 That Allottee(s) shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of the newly constructed buildings in the said Project and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards/Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/authorities for the same.
- 34.11 That on and from the date of possession of the said Apartment, the Allottee(s) shall:
- a. Co-operate in the management and maintenance of the said Project.

- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottees, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Project'.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottee(s) including the GST.
- d. Use the said Apartment for residential purpose only.
- e. Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Allottee(s), upon formation, in writing.
- f. Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- g. Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and/or the adjoining building/s.
- h. Not to place or cause to be placed any article or object in the common area.
- i. Not to injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.
- k. Not to park any vehicle 2/4 wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Allottee(s).
- l. Not to make any addition, alteration in the structure of the Block/Tower, internally within the Apartment or externally within the said Project and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the external wall of balcony/verandah, which is part of the outside colour scheme of the Block/Tower / elevation, duly approved and finalized by the architect of the said Project.
- m. Not to slaughter or permit to be slaughtered any animal and/or bird nor violate the provisions of Prevention of Cruelty to Animals Act, 1960 nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottee(s) and/or occupiers of the said Project.
- n. Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.

- o. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association of the Allottee(s) differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association of Allottee(s) may affect the elevation in respect of the exterior walls of the said Project.
- p. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilles wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- q. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- r. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the Project and the Allottee(s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- s. Not to encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee(s).
- t. Use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the flat owners of the said Project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said Project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the

outdoor areas of the premises, if and as may be allowed by the Promoter/ Association of Allottee(s) as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other Allottee(s).

- u. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association of Allottee(s) from time to time.
- v. To ensure that all interior work of furniture, fixtures and refurbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee(s).
- w. **No Air Conditioning Without Permission:**
Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.
- x. **No Grills :**
Not to install any grill on the balcony or verandah without the prior approval of the Developer or the Association of the Allottees.
- y. **No Sub-Division:**
Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- z. **No Change of Name:**
Not to change/alter/modify the name of the Building from that mentioned in this Agreement.
- aa. **No Floor Damage:**
Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- bb. **No Installing Generator:**
Not to install or keep or run any generator in the Said Apartment.
- cc. **No Misuse of Water:**
Not to misuse or permit to be misused the water supply to the said Apartment.
- dd. **No Hanging Clothes:**
Not to hang or cause to be hung clothes from the outside of the balconies of the Said Apartment.

- ee. **No Smoking in Public Places:**
Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- ff. **No Plucking Flowers:**
Not to pluck flowers or stems from the gardens.
- gg. **No Littering:**
Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.
- hh. **No Trespassing:**
Not to trespass or allow trespassers over lawns and green plants within the Common Areas.
- ii. **No Overloading Lifts:**
Not to overload the passenger lifts and move goods only through the service lift and/or staircase of the Building.
- jj. **No Use of Lifts in Case of Fire:**
Not to use the lifts in case of fire.
- mm. **No Covering of Common Portions:**
Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- nn. **Pay Goods & Service Tax:**
To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
- oo. **Use of Common Toilets:**
Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- pp. **Use of Spittoons / Dustbins:**
Use the spittoons / dustbins located at various places in the Project.

34.12 **ELECTRICITY SUPPLY:**

In case CESC Ltd./any other electricity supply agency decides not to provide individual meters to the Blocks/Towers and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC Ltd. / any other electricity supply agency for such connection. The exact amount payable by the Allottee(s) will be intimated to the Allottee(s) before possession. The amount of security deposit would be subject to revision as may be so decided by CESC Ltd. / any other electricity

supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC Ltd. / any other electricity supply agency, as per the norms of CESC Ltd. / any other electricity supply agency. In such a case the Allottee(s) may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

34.13 ADDITIONAL WORK AND FACILITY:

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

34.14 ADDITIONAL TAXES, LEVIES AND OUTGOINGS:

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

34.15 PAYMENT OF TOTAL CONSIDERATION AND EXTRAS AND DEPOSITS and TOTAL GST PRIOR TO POSSESSION:

The Allottee(s) agree(s) and covenant(s) not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee(s) has/have paid the entirety of the Total Price of the Apartment and all other amounts agreed to be paid or deposited under this Agreement as mentioned in Clause 1.2.4 and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

35. COVENANTS:

35.1 ALLOTTEE'S COVENANTS:

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

35.1.1 ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:

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

35.1.2 ALLOTTEE TO MUTATE AND PAY RATES & TAXES:

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

The Allottee(s) shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee(s) of the said Apartment) nor do anything whereby the construction or development of the building or the said Project or the sale or transfer of the other Apartment in the said Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee(s), the Promoter is restrained from construction of the Building and/or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter.

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

35.1.3 DISHONOUR OF PAYMENT INSTRUMENTS:

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of

Rs.5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 30 (thirty) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) come(s) forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

35.1.4 NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE:

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

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

35.2 INDEMNITY:

The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

36. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

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

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

SIGNED AND DELIVERED BY THE
WITHIN NAMED:
Allottee: (including joint buyers)

Please affix
photograph and
sign across the
photograph

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE
WITHIN NAMED:
Promoter:

Please affix
photograph and
sign across the
photograph

(1) Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature
Name _____
Address _____

2. Signature
Name _____
Address _____

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Premises)

ALL THAT the piece and parcel of land measuring an area 8 Cottahs 8 Chittaks, be the same a little more or less, situate lying at and being the Municipal Premises No.9, Shyama Prasad Mukherjee Road, Police Station Bhawanipore, Kolkata 700 025, Assessee No.110723100069, Ward No.72 within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner following :-

- On the North : the temple of Gopaleswar Mahadeb at 7B, S.P. Mukherjee Road & 2 shops;
- On the South : 11, S.P. Mukerjee Road;
- On the East : Vacant land belonging to Nafar Atta;
- On the West : S.P. Mukherjee Road.

OR HOWSOEVER OTHERWISE the said messuage land hereditament and premises or any part thereof now are or in or heretofore were or situated butted bounded called known numbered described and distinguished.

THE SECOND SCHEDULE ABOVE REFFERED TO:

**PART I
(SAID APARTMENT)**

DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING PARKING

All That the **Apartment No.**____ containing a carpet area of ____ sq. ft., type ____ BHK, **WITH** Exclusive balcony area of ____ sq feet, **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of ____ Square Feet , be the same a little more or less on the ____ **Floor** of the **Block/Tower No.**____ of the Project to be known as **“ZENITH”** together with right to park ____ car at the covered parking space in the ____ level **being no.**____ situated within the said Project now in course of construction on the said Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

**PART II
SPECIFICATIONS OF THE APARTMENT**

(Specifications)

Living / Dining / Lobby / Passage	
Floor	Vitrified Tiles
Walls & Ceiling	POP

Bedrooms	
Floor	Vitrified Tiles in Bedrooms
Walls	POP

Kitchen	
Walls	Rectified Joint Free tiles up to 2'- 0" on counter walls and wash areas , Balance POP
Floor	Tiles.
Counter	Granite Counter.
Fitting / Fixtures	Stainless Steel Sink with reputed make fittings.

Bathrooms	
------------------	--

Walls & Floor	Walls – Joint Free Rectified tiles, Floor - Anti Skid Ceramic tiles
Sanitary Ware / CP Fittings	Reputed sanitary ware and fittings
Doors & Windows	
Entrance Doors	Flush Doors
Internal Doors	Flush Doors.
Windows	Sliding Aluminium windows.

Electrical	
Modular switches with copper wiring	
Power Backup	For common areas
Apartment Type	Power Backup at extra cost

Lobby	
Entrance Lobby	Exquisitely designed at ground floor
Lift	Automatic Lift of reputed make

CCTV AND INTERCOM	
--------------------------	--

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS

- (a) 1. Paths passages and driveways, of which only those will be used by the Purchaser as shall be necessary for ingress to and egress from the Unit and shall exclude those which shall be reserved by the Developer for their own use for any purpose.
- (b) 2. Staircases, lobbies and landings of the New building of which only those will be used by the Purchaser as shall be necessary for ingress to and egress from the Unit.
- (c) 3. Lifts along with lift shafts and accessories, as also the elevators, of which only those will be used by the Purchaser as shall be necessary for ingress to and egress from the Unit.
- (d) 4. Electrical wiring and fittings and fixtures for lighting the staircase, lobby, common toilets landings and passages.

- (e) 5. Existing water supply system in the New building (charges where for are to be paid separately as stated herein).
- (f) 6. Overhead water tank(s) and underground water reservoir/s with distribution pipes there from connecting to different Units and from the underground water reservoir/s to the over-head water tank/s.
- (g) 7. Water waste and sewage evacuation pipes from the different Units to drains and sewers common to the New building.
- (h) 8. Drains and sewers from the New building to the municipal drain.
- (i) 9. Main entrance to and exit from the New building.
- (j) 10. Other Common Areas and Installations in the New building and the New building which shall be expressed and intended by the Developer or Maintenance in-charge for common use and enjoyment of the occupants of the New building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
COMMON MAINTENANCE EXPENSES**

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Complex and enjoyed or used by the Purchasers in common with other occupiers or serving more than one Unit and main entrance and exit gates, landings and staircases of the Complex/ Building Block and enjoyed by the Purchasers or used by their in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Developers 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, if any, in respect of the Complex (save those assessed separately in respect of any).

6. **INSURANCE** : Insurance premium for insurance of the Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER** : All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
PAYMENT PLAN**

The Total Price of the Apartment shall be paid by the Allottee(s) in the following manner:

Application Fee	Rs.1,00,000/- + GST
On execution of the Agreement for sale	10% of Total Consideration of the apartment + GST less Application Fee
On Completion of Ground Floor roof	15% of Total Consideration of the apartment + GST
On Completion of 1st floor roof	15 % of Total Consideration of the apartment + GST
On Completion of 2 nd floor roof	15% of Total Consideration of the apartment + GST
On Completion of 3 rd floor roof	15% of Total Consideration of the apartment + GST
On Completion of 4 th floor roof	15% of Total Consideration of the apartment + GST
On Completion of brick work of the respective apartment	10% of Total consideration of the apartment + GST
On offer of possession	5% of Total Consideration of the apartment + GST + 100% of Extras and Deposits as mentioned hereinabove in Clause 1.2.3 + GST