

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

### **BY AND BETWEEN**

**MONARK DEALCOM PRIVATE LIMITED** (having PAN – AAGCM9551R) a company within the meaning of Companies Act, 2013, having its registered office at Kamalaya Centre, Room No. G-50, 156A Lenin Sarani, Police Station - Bowbazar, Post Office - Dharamtala, Kolkata - 700 013 represented by its Director Mr. \_\_\_\_\_ son of \_\_\_\_\_ (PAN – \_\_\_\_\_) working for gain at Kamalaya Centre, Room No. G-50, 156A Lenin Sarani, Police Station - Bowbazar, Post Office - Dharamtala, Kolkata - 700013 (hereinafter referred to as “the **Vendor/Owner**”, which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or interest and/or assigns) of the **FIRST PART**

**AND**

**MULTICON HOMES LLP** (having PAN - ABGFM5451N), a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 3B, Camac Street, Police Station Shakespeare Sarani, Post Office Park Street, Kolkata-700016 represented by its Designated Partner Mr. \_\_\_\_\_ son of \_\_\_\_\_ (PAN - \_\_\_\_\_) working for gain at 3B, Camac Street, Police Station Shakespeare Sarani, Post Office Park Street, Kolkata-700016 (hereinafter referred to as "the **Promoter**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or interest and/or assigns) of the **SECOND PART:**

**AND**

ALLOTTEE NO. 1	NAME : _____
	DESCRIPTION : _____
ALLOTTEE NO. 2	ADDRESS : _____, Police Station _____, Post Office _____, Kolkata-_____
	STATUS : Individual
ALLOTTEE NO. 1	NATIONALITY : Indian
	OCCUPATION : _____
ALLOTTEE NO. 2	PAN : _____
	NAME : _____
ALLOTTEE NO. 1	DESCRIPTION : _____
	ADDRESS : _____, Police Station _____, Post Office _____, Kolkata-_____
ALLOTTEE NO. 2	STATUS : _____
	NATIONALITY : _____
ALLOTTEE NO. 1	OCCUPATION : _____
	PAN : _____

hereinafter referred to as "the **ALLOTTEE**" of the **THIRD PART:**

**SECTION-I**

**A. Definitions** - In this Agreement, the following terms shall have the following meanings assigned to them hereinbelow, unless the context otherwise requires thereunder :

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

- (b) **"Allotted Apartment"** shall mean the Flat, Exclusive Balcony/Verandah and Car Parking Space for parking of motor car at the Car Parking Space, all morefully and particularly mentioned and described in the **Second Schedule** hereunder written and shall include Store and Exclusive Open Terrace if either of them or both are mentioned and described in the said Second Schedule;
- (c) **"Allottee"** shall mean one or more Allottees named above and include:
- (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
  - (ii) in case of a Hindu Undivided Family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
  - (iii) in case of a partnership firm, its partners for the time being, their respective heirs, executors, administrators, legal representatives or successors as the case may be and/or permitted assigns;
  - (iv) in case of a Company, its successors or successors-in-interest and/or permitted assigns;
  - (v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and its/their respective successors and/or permitted assigns.
- (d) **"Apartment Acquirers"** shall mean persons who acquire apartments in the Project;
- (e) **"Applicable Interest Rates"** shall mean the rate of interest prescribed under the Act or the Rues framed thereunder from time to time;
- (f) **"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Government Authority or persons acting under the authority of any Government and/or of statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- (g) **"Association"** shall mean an association or society or like body of the Apartments Acquires to be formed by the Apartment Acquires and/or the Promoter as per the Act;
- (h) **"Building"** shall mean the building being constructed by the Promoter at the said Premises to contain ground floor and seven upper floors for the time being and include further upper floors and other structures as be sanctioned by the Kolkata Municipal Corporation and erected by the

Promoter thereat and wherever the context so permits or intends shall also include the covered Car Parking Spaces and mechanical multi-level car parking spaces in the Building thereat;

- (i) **"Building Plan"** shall mean the plan sanctioned by the Kolkata Municipal Corporation for construction of ground plus seven storeyed residential building at the said Premises vide Building Permit No.2019080016 dated 27.06.2019 and include any other revised building plan and all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required from time to time as per the recommendation of the Architect subject to compliance of the Act;
- (j) **"Car Parking Spaces"** shall mean covered areas at the ground floor of the building and open areas at the ground level of the Premises and shall include mechanical multi-level car parking spaces at such areas and all types of car parking areas sanctioned by the Kolkata Municipal Corporation;
- (k) **"Carpet Area"** shall mean the net usable floor area of the Flat and Store, if any, including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;
- (l) **"Common Areas"** shall mean collectively the areas, facilities and amenities as specified in **Part-I** of the **Third Schedule** hereunder written for common use and enjoyment of the Apartment Acquirers and other occupiers, if any of the Apartments;
- (m) **"Common Expenses"** shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fourth Schedule** hereunder written and proportionate share whereof to be borne, paid and contributed by the Allottee;
- (n) **"Common House Rules"** shall mean the rules and regulations specified in **Part-II** of the **Seventh Schedule** hereunder written to be observed by the Apartment Acquirers and other occupiers, if any of the Apartments for the common, peaceful, effective and harmonious use and enjoyment of the Project.
- (o) **"Common Purposes"** shall mean and include (a) maintenance and administration of the Project and in particular the Common Areas, (b) rendition of common services in common to the Apartment Acquirers and other occupiers, if any of the Apartments, (c) collection and disbursement of Common Expenses and (d) dealing with matters of common interest of the Apartment Acquirers and other occupiers, if any of the Apartments and their mutual rights and obligations;

- (p) "**Extras & Deposits**" shall mean the costs and deposits specified in **Clause 1.2.2** herein to be paid by the Allottee to the Promoter in the manner hereinafter provided;
- (q) "**Force Majeure**" shall have the meaning meant to in the said Act;
- (r) "**Maintenance In-charge**" shall, until formation of the Association, mean the Promoter and/or its appointed one or more agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;
- (s) "**Net Carpet Area**" shall mean sum of the carpet area of the Flat and the Exclusive Balcony/Verandah and of the Store, if any, and also 50% of the carpet area of the Open Terrace if attached to the Flat;
- (t) "**Premises**" shall mean premises No. 125A, Motilal Nehru Road, Kolkata – 700029, Police Station - Lake, District South 24 Parganas fully described in the **First Schedule** hereunder written;
- (u) "**Project**" shall mean the said Premises with Building thereon and include the Common Areas thereof;
- (v) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017 as amended and/or substituted;
- (w) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017 as amended and/or substituted;
- (x) "**Section**" means a section of the Act.

## **B. Interpretation:**

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

## **SECTION-II**

### **WHEREAS:**

- A. The Vendor hereto is the absolute owner of the said Premises, being No. 125A, Motilal Nehru Road, Kolkata – 700029, Police Station - Lake, District South 24 Parganas measuring 14 Cottahs 07 Chittacks 08 Square feet more or less fully described in the **First Schedule** hereunder written.
- A1. The facts about devolution of title to the said Premises in favour of the Vendor is mentioned in the **Fifth Schedule** hereunder written.
- A2. The Vendor and the Promoter hereto have entered into an Agreement to develop the said Premises and commercially exploit the same for mutual benefit, for the consideration and on the terms and conditions recorded in the Agreement dated 14<sup>th</sup> June 2018 registered with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No.1901-2018, Pages 189541 to 189591, Being No.190104676 for the year 2018 (hereinafter referred to as "the JV Agreement"). Under the JV Agreement, the Vendor and the Promoter have, inter-alia, agreed as follows:
- (i) the Vendor would contribute and provide the said Premises, free from all encumbrances and liabilities, to the Promoter and permit and grant the Promoter the sole exclusive and irrevocable right and authority to develop the Building at the said Premises;
  - (ii) the Promoter would develop the Building on the said Premises at its own costs and expenses as per the Building Plan and Specifications agreed between them;

- (iii) the Promoter would market, commercially exploit and sell or otherwise transfer all the saleable areas in the Project and do all acts deeds and things in connection therewith;
- (iv) all Realizations made by the Promoter from sale of the saleable areas in the Project would be deposited in a separate project bank account and the net-revenue generated from the Project would be shared between the Vendor and the Promoter in the ratio of 67%:33% respectively.
- (v) until Rs.1.20 crore out of the interest free security deposit is fully refunded to the Promoter, the Vendor shall be paid 53.60% of the realizations and the Promoter shall be paid 46.40% of the realizations;
- (vi) all Extras & Deposits and Goods and Services Tax ('GST') charged from the Apartment Acquirers shall be paid to the Promoter.

A3. The Vendor and the Promoter have acted upon the said JV Agreement and in pursuance thereof, the Vendor has granted sole exclusive and irrevocable right and authority to the Promoter to develop, market and commercially exploit the Building at the said Premises.

- B. Plan for construction of a ground plus seven storeyed Building at the said Premises has been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2019080016 dated 27.06.2019.
- C. The Promoter proposes to construct an additional floors over the existing ground plus seven storeyed building sanctioned vide the said Building Permit dated 27.06.2019 for which the Promoter will submit a revised building plan to the Kolkata Municipal Corporation and upon the same being sanctioned the Promoter will construct such additional floors and the Allottee is fully made aware of about the same.
- D. The said Premises has been earmarked for the purpose of building a multistoried residential Project comprising several Apartments and the said Project shall be known as "**Narayani**" or such other name as be decided by the Promoter.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right title and interest of the Promoter regarding the said Premises on which Project is to be constructed have been completed.

- F. The Kolkata Municipal Corporation has granted the commencement certificate to the Promoter to develop the said Premises vide Building Permit bearing No.2019080016 dated 27.06.2019.
- G. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approval for the Project from the Kolkata Municipal Corporation and agrees and undertakes that it shall not make any changes to the approved plans save construction of the additional floors as already informed to the Allottee and otherwise in strict compliance with Section 14 of the Act and other laws as applicable thereto.
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- I. The Allottee has applied for purchase of the Allotted Apartment vide application dated \_\_\_\_\_ 2019 and has been allotted the Flat No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet on the \_\_\_\_\_ Floor, Exclusive Balcony/Verandah having carpet area of \_\_\_\_\_ Square feet and Store No. \_\_\_\_\_ on the \_\_\_\_\_ Floor having carpet area of \_\_\_\_\_ Square feet aggregating to \_\_\_\_\_ Square feet in the Building along with Car Parking Space measuring about \_\_\_\_\_ square feet for parking of \_\_\_\_\_ motor car(s), all morefully and particularly mentioned and described in Clause 1.2.1 and also in the Second Schedule hereunder written and of pro rata share in the Common Areas in the Project.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Premises and the lay out plan, Building Plan, designs and specifications prepared by the Promoter's Architect Shelter of 105, Park Street, 'Kohinoor', 7<sup>th</sup> Floor, Kolkata-700016, and of such other documents as are specified under the Act.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.



- M. The Parties, relying on the confirmations, representations and assurances of each other and 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;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Allotted Apartment with pro rata share in the Common Areas.

### **SECTION-III**

**III. 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 Vendor and the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Allotted Apartment with pro rata share in the Common Areas.

1.2 The Consideration for the Allotted Apartment is Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only plus applicable Goods and Service Tax (GST) thereon and in addition thereto the Extras and Deposits plus applicable GST thereon (all hereinafter collectively referred to as "**Total Price**"). The details of the Total Price of the Allotted Apartment are as follows:

1.2.1 The Consideration for the Allotted Apartment based on carpet area is Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ ) only (hereinafter referred to as "**Consideration for Apartment**").

Apartment No. _____ Type ____ BHK, ____ Side Floor _____	
Cost of Apartment/Flat	Rs._____/-

Cost of Car Park Space	Rs. _____/-
<b>Total</b>	Rs. _____/-

1.2.2 **Extras and Deposits:** The Total Extras and Deposits payable by the Allottee to the Promoter are on the account of as mentioned below (hereinafter referred to as "**Extras and Deposits**"):

<p>1. <b>Charges for power connection for the Premises:</b> This amount is payable as reimbursement for the Allottee's share of all costs, incidentals, charges and expenses including consultancy charges as be incurred by the Promoter for procuring power connection for the Premises from CESC Limited including proportionate share of the Security Deposit payable to CESC Limited in respect of one or more common electric meters for the Common Areas and Facilities.</p>	<p>Rs.50/= per sq. ft. on super built-up area</p>
<p>2. <b>Deposit for Allotted Apartment Meter:</b> Security Deposit directly to CESC Limited as may be demanded by CESC Limited on account of individual meter for the Allotted Apartment.</p>	<p>On Actuals</p>
<p>3. <b>Power Back-Up</b> charges through Diesel Generator Set in respect of the Allotted Apartment to the extent of 1.5 KW and 100% power pack up for the Common areas and Amenities</p>	<p>Rs.50/= per sq. ft. on super built-up area</p>
<p>4. <b>Legal and Documentation Charges</b> directly to the Project Advocates, 50% whereof at the time of Agreement and balance 50% at the time of delivery of possession</p>	<p>Rs.25/= per sq. ft. on super built-up area</p>

5. <b>Maintenance Charges</b> – This amount is payable against 12 months advance maintenance charges for the Allotted Apartment	Rs.2/= per sq. ft. per month for 12 months equivalent to Rs.24/= per sq. ft. on super built-up area
6. <b>Sinking Fund</b> – This amount is payable as funds for future repairs, replacement, 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 Promoter or the Association deems fit and proper.	Rs.50/- per sq. ft. on super built-up area.

1.2.3 **Total Tax:** The GST or other similar taxes on the Consideration for the Allotted Apartment and on the Extras and Deposits shall be as per the applicable rates from time to time and the Allottee undertakes and confirms to pay the same to the Promoter with each installment/payment and shall not raise any objection thereto.

**Explanation of Total Price:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Allotted Apartment.
- (ii) The total consideration for the Allotted Apartment, the Extras and Deposits and Total Tax as mentioned in clauses 1.2.1, 1.2.2 and 1.2.3 above (i.e. the Total Price) includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, Cess impositions, fees, betterment fees, development charges, levies or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Allotted Apartment to the Allottee and the Common Areas to the Association of the Apartment Acquirers, as the case may be, after obtaining the completion certificate from the Kolkata Municipal Corporation.

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

Provided further that if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/extension of registration.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2 and its sub-clauses hereinabove and the Allottee shall make payment of the same upon the same being demanded by the Promoter within the time and in the manner specified therein. In addition thereto, the Promoter shall also provide to the Allottee the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Allotted Apartment includes recovery of price of appertaining land, construction of [not only the Allotted Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, flooring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Allotted Apartment and the Project described herein in **Part-I** and **Part-II** of the **Third Schedule** hereunder written respectively.
- (v) **Stamp Duty and Registration fee:** The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.

(vi) **TDS:** If applicable tax deduction at source (TDS) under the Income Tax laws is deducted by the Allottee on the Consideration for Apartment 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 shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under these presents and the amount thereof shall be treated as outstanding.

1.3 The Total Price is escalation-free.

1.4 The Allottee shall make the payment of the Consideration for the Allotted Apartment mentioned in clause 1.2.1 above plus the Taxes as per the payment plan set out in the **Eight Schedule** hereunder written.

1.5 The Allottee shall make payment of the Extras and Deposits mentioned in clause 1.2.2 above plus the applicable taxes within 30 days of the issuance of the notice by the Promoter to take possession of the Allotted Apartment after the issuance of the Completion Certificate by the Kolkata Municipal Corporation and before taking possessions thereof or within 30 days of a demand made by the Promoter, whichever be earlier.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/revised building plans, layout plans and Specifications and in the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II** of the **Third Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Allotted Apartment without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations in the Allotted Apartment as may be required by the Allottee at the costs of the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area of the Allotted Apartment i that has been allotted to the Allottee after construction of the Building is completed and

the completion certificate has been granted by the Kolkata Municipal Corporation, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area of the Allotted Apartment shall be recalculated at the same rate per square feet as agreed between the parties upon confirmation by the Promoter. If there is reduction in the carpet area of the Allotted Apartment, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with interest at the Applicable Interest Rates prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area of the Allotted Apartment, the Promoter may demand the increased amount for such increase from the Allottee as per the next milestone of the Payment Plan as provided in the **Eight Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed between the Parties hereunder.

In case of any dispute on the measurement of the Carpet Area of the Allotted Apartment including those of its appurtenances aforesaid, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

1.8 Subject to clause 9.3 herein, the Promoter agrees and acknowledges, that the Allottee shall have the following rights to the Allotted Apartment:

- (i) The Allottee shall have exclusive ownership of the Allotted Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Acquirers, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association of Apartment Acquirers after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) The computation of the Total Price of the Allotted Apartment includes recovery of price of appertaining land, construction of [not only the Allotted Apartment but also proportionately] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, flooring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing initial infrastructure necessary for other facilities and amenities to be provided within the Allotted Apartment and the Project;
- (iv) The Allottee shall have the right to visit the project site to assess the extent of development of the said Premises and also of his Allotted Apartment upon giving prior intimation of 03 (three) days to the Promoter. The Promoter including project staffs shall not be liable for any untoward incident or accident at the project site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Allotted Apartment and the Car Parking Space shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Common Areas and facilities as mentioned in Part-I of the Third Schedule hereunder written shall be available only for use and enjoyment of the Apartment Acquirers of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Allotted Apartment to the Allottee, which it has collected from the Allottee for the payment of outgoings (including municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if taken by the Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Allotted Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (if taken by the Promoter) and interest thereon before transferring the Allotted Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are

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

- 1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the booking amount or part payment towards the consideration for the Allotted Apartment and GST until or at the time of execution of the agreement (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the Allotted Apartment as prescribed in the Payment Plan mentioned in the **Eighth Schedule** hereunder written as may be demanded by the Promoter within the time and in the manner specified therein.

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

- 2. MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottee shall make all payments within 15 days of receiving written demand from the Promoter upon the Promoter reaching each milestone stipulated in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the project bank account namely 'Multicon Homes LLP' payable at Kolkata.



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

3.1 The Allottee, if he/she is a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in the 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 this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendor and the Promoter accept no responsibility in regard to matters specified in clause 3.1 hereinabove. The Allottee shall keep the Vendor and the Promoter fully indemnified and harmless with regard to the matters referred in clause 3.1 hereinabove. In case there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Vendor and the Promoter shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the Allotted Apartment applied for herein in any way and the Vendor and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Allotted Apartment to the Allottee and the Common Areas to the Association of the Apartment Acquirers.
  
6. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Allotted Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in **Part – I** and **Part – II** of the **Third Schedule** hereunder written) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plan, floor plan, specifications, amenities and facilities subject to the terms in this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
  
7. **POSSESSION OF THE ALLOTTED APARTMENT:**
  - 7.1 **Schedule for possession of the Allotted Apartment:** The Promoter agrees and understands that timely delivery of possession of the Allotted Apartment to the Allottee and the Common Areas to the Association is the essence of the Agreement. The Promoter assures to hand over possession of the Allotted Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place within December 2022 unless there is delay or failure due to Force Majeure including war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project (**Force Majeure**). However, if the Allotted Apartment is made ready prior to the completion date mentioned above, the Allottee undertakes and covenants not to make or raise any objection to the consequent preponed payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of construction and the same is not a time linked plan.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Allotted Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount (less any tax received from the Allottee) received by the Promoter from the Allottee within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and 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 with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee 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 completion certificate from the Kolkata Municipal Corporation, shall offer in writing the possession of the Allotted Apartment to the Allottee in terms of this Agreement to be taken within two months of the Promoter issuing the Notice for Possession upon making payment of the Total Price including the Extras and Deposits for the Allotted Apartment and in the absence of local law, the execution of conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate subject to the Allottee has made the aforesaid payment to the Promoter and further paying the applicable stamp duty, registration charges, allied expenses and incidentals to the Promoter. 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. The Allottee, after taking possession, agree(s) to pay the maintenance charges and taxes and other outgoings mentioned in **Part-I** of the **Seventh Schedule** hereunder written. The Promoter shall hand over the copy of the completion certificate of the Allotted Apartment to the Allottee at the time of conveyance of the Allotted Apartment in favour of the Allottee.

**7.3 Failure of Allottee to take Possession of Allotted Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Allotted Apartment from the Promoter by making payment of the balance amount of Total Price including the Extras and Deposits, and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Allotted Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall in addition to making payment of interest to the Promoter on the unpaid amount at the Applicable Interest Rates as mentioned in clause 9.3(i) hereinafter, continue to be liable to pay maintenance charges and all taxes and other outgoings as specified in clause 7.2 hereinabove in respect of the Allotted Apartment with effect from the expiry of notice period of two (2) months and any wear and tear to the Allotted Apartment shall be at the sole risk of the Allottee and the Promoter shall have no liability or concern thereof.

**7.4 Possession by the Allottee:** After obtaining the completion certificate and handing over physical possession of the Allotted Apartment to the Allottee, it shall be the responsibility of the Vendor and the Promoter to hand over the necessary documents and plans, including the Common Areas to the Association as per the local laws **Provided that**, in the absence of any local law, the Vendor and the Promoter shall handover the necessary documents and plans including Common Areas to the Association within 30 days after obtaining the completion certificate or formation and operationalization of the Association and handing over the Common Areas to the Association, whichever be later.

**7.5 Cancellation by the Allottee:**

7.5.1 The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a six (6) months' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein shall be entitled to forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance

consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall, subject to clause 7.5.2 below, be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation or on transfer of the Allotted Apartment to any other Apartment Acquirer, whichever is earlier. However, it may be clarified that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation by the Allottee.

7.5.2 It is clarified 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 shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

**7.6 Compensation** – The Vendor and the Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land contained in the said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Nothing contained in this clause shall affect the understanding between the Vendor and the Purchaser with regard to defective title of land contained in the said Premises.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Vendor has absolute, clear and marketable title with respect to the said Premises. The Promoter has requisite rights to carry out development upon the said Premises and has absolute, actual, physical and legal possession of the said Premises for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Premises.

- (iii) There are no encumbrances upon the said Premises and also upon the Allotted Apartment.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Premises, Project or the Allotted Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Premises and Allotted Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Allotted Apartment and Common Areas.
- (vi) The Vendor and the Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right and interest of the Allottee created herein, may prejudicially be affected.
- (vii) Save the JV Agreement, the Vendor and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Premises including the Project and the Allotted Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendor and the Promoter confirm that they are not restricted in any manner whatsoever from selling the Allotted Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Allotted Apartment to the Allottee and the Common Areas to the Association of the Allottees upon the same being registered.
- (x) The Allotted Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Allotted Apartment.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the completion certificate has been issued by the competent authority and shall pay proportionate share (attributable to the Allotted Apartment) thereof till the period mentioned in the intimation notice to the Allottee to take possession of the Allotted Apartment.

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

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**Default**"), in the following events:

- (i) Promoter fails to provide ready to move in possession of the Allotted Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate/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 his 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 is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment (except legal charges payable on this agreement), along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee 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 shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- (i) In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan mentioned in the Eighth Schedule hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the Applicable Interest Rates prescribed in the Rules.
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any and the amount of stamp duty, registration fee and allied expenses and incidentals and legal charges payable on this agreement and on the deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Promoter to the Allottee within six (6) months of such cancellation or on transfer of the said Apartment to any Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution and registration of the Deed of Cancellation and this Agreement shall thereupon stand terminated:



Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

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 shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

**10. CONVEYANCE OF THE ALLOTTED APARTMENT:**

The Promoter, on receipt of Total Price of the Allotted Apartment as per clause 1.2 and sub-clauses 1.2.1. 1.2.2 and 1.2.3 under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Allotted Apartment together with proportionate indivisible share in the Common Areas within the time period as stated in local laws, to the Allottee

PROVIDED THAT, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold execution and registration of the deed of conveyance in his/her favour till payment of stamp duty, registration charges and allied and incidental expenses to the Promoter is made by the Allottee.

The deed of conveyance shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

- 11. MAINTENANCE OF THE PROJECT:** The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association after the issuance of the completion certificate of the Project. The cost of such maintenance for a period of one year has been included in the Total Extras and Deposits as mentioned in clause 1.2.2 of this agreement. In case the formation of the Association is delayed for no fault of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the

Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, 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.

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained by the Association of the Allottees.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/maintenance agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, Car Parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE OF SERVICE AREAS:** The service areas, if any, as located within the Project shall be ear-marked for purposes such as Car Parking Spaces and services including but not limited to electric sub-station, transformer, DG set rooms,

underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per Building Plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as Car 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 clause 12 hereinabove, the Allottee shall, after taking possession of the Allotted Apartment, comply with the Common House Rules as mentioned in **Part-II** of the **Seventh Schedule** hereunder written and maintain the Allotted Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Allotted Apartment or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, 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 Allotted Apartment and shall keep the Allotted 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 further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face or façade of the Building or anywhere on the exterior of the Project, building therein or the Common Areas. The Allottee shall also not change the colour scheme of the outer walls of the Building or painting of the exterior side of the windows of the Allotted Apartment or carry out any change in the exterior elevation or design of the Building. Further the Allottee shall not store any hazardous or combustible goods in the Allotted Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Allotted Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electricity load obtained by the Allottee for its apartment from CESC Ltd.

- 15.4 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16. COMPLIANCE OF LAWS, NOTIFICATIONS etc. BY PARTIES:** The Parties are entering into this Agreement for the allotment of the Allotted Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 17. ADDITIONAL CONSTRUCTIONS:** The Allottee admits and acknowledges that the Allottee has been specifically made aware of by the Promoter that the Promoter will submit a revised building plan to the Kolkata Municipal Corporation for construction of additional floors on the Building at the said Premises. Other than construction of such additional floors, the Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Building Plan has been approved by the competent authority except for as provided in the Act.
- 18. RAISING OF FINANCE BY ALLOTTEE:** The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.
- 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement it shall not mortgage or create a charge on the Allotted Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Allotted Apartment.
- 20. BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, Firstly, the Allottee signs and delivers to the Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from

the date of receipt by the Allottee and Secondly, appears for registration of the same before the concerned registration office as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registration office for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee for purchase of the Allotted Apartment shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee 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 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 Allotted Apartment.
  
22. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
  
23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted 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 including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other allottees/Apartment Acquirers in the Project or wherever in this agreement the words "proportionate" or "proportionate share" or proportionately" or "pro-rata" are used, the same shall be the proportion which the total carpet area of the Allotted Apartment including those of its appurtenances being balcony/verandah, store and/or the open terrace as the case be bears to the total carpet area of all the Apartments including those of its appurtenances as aforesaid in the Project Provided That for the purpose of calculation of the total carpet area of the Allotted Apartment or any other Apartment in the Project only 50% of the carpet area of the open terrace, if attached thereto shall be taken into consideration inasmuch as the Promoter is charging the Allottee the price for 50% of the carpet area thereof at the same rate as that of the Flat/Apartment.

- 27. FURTHER ASSURANCES:** Both the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 in Kolkata. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the Agreement the same shall be registered at the registration office having jurisdiction to register the same. Hence this Agreement shall be deemed to have been executed at Kolkata.
- 29. NOTICES:** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Speed Post or Registered Post at their respective addresses specified above. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Speed Post or Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.
- 30. JOINT ALLOTTEES:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes shall be considered to have been properly served on all the Allottees.
- 31. SAVINGS:** Any application, letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Allotted Apartment, prior to the execution and registration of this Agreement for Sale for Allotted Apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

- 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 of 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 provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
- 34. OTHER TERMS AND CONDIIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the SIXTH SCHEDULE and other Schedules hereto.

#### **SECTION-IV**

#### **THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(said Premises)**

**ALL THAT** piece or parcel of land containing an area of 14 Cottahs 07 Chittacks 08 Square feet more or less situate, lying at and being Premises No. 125A, Motilal Nehru Road, Police Station Lake (formerly Tollygunge), Post Office Sarat Bose Road, Kolkata-700 029, within Ward No.85 of the Kolkata Municipal Corporation, District South 24 Parganas, within the jurisdiction of the Additional District Sub-Registrar, Alipore, South 24 Parganas, and delineated in the plan annexed hereto, being **Annexure 'A'**, duly bordered thereon in "**Red**" and butted and bounded as follows:

On the **North** : By land of Sukdev Singh;  
 On the **South** : By Motilal Nehru Road;  
 On the **East** : By 40' wide Road;  
 On the **West** : By premises No. 122/10, Motilal Nehru Road.

**Or Howsoever Otherwise** the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

#### **THE SECOND SCHEDULE ABOVE REFERRED TO:**



**(ALLOTTED APARTMENT)**

**ALL THAT** the residential flat being Flat No. \_\_\_\_\_ on the \_\_\_\_\_ side on the \_\_\_\_\_ floor having a carpet area of \_\_\_\_\_ Square feet more or less Together With its appurtenances being Balcony/Verandah attached thereto having a carpet area of \_\_\_\_\_ Square feet, Store if any (and if so it bearing No. \_\_\_\_\_ on the \_\_\_\_\_ floor having a carpet area of \_\_\_\_\_ Square feet and all accordingly aggregating to Net Carpet Area of \_\_\_\_\_ Square feet and accordingly total Built-Up Area whereof being \_\_\_\_\_ Square feet more or less and likewise total super built-up area whereof being \_\_\_\_\_ Square feet more or less), in the Building named '**Narayani**' at the said Premises No. 125A, Motilal Nehru Road, Kolkata – 700029 (and the said Flat is shown in the Plan annexed hereto, being **Annexure 'B'** duly bordered thereon in "**Red**" and the said Balcony/Verandah and the Store, as shown in the plan annexed hereto being **Annexure 'B'** duly bordered thereon in "**RED**" **TOGETHER WITH** Covered Car Parking Space measuring \_\_\_\_\_ Square feet for parking of \_\_\_\_\_ motor car(s) as shown in the plan annexed hereto being **Annexure "A"** duly bordered therein in "**Blue**").

**THE THIRD SCHEDULE ABOVE REFERRED TO:****PART-I****(Common Areas and Facilities at and for the Project)**

## 1. Essentials and facilities:

- a) Driveways.
- b) Lobbies and Staircases of the Building and stair head rooms.
- c) Two high speed with stairless steel body lifts with lift room and lift installations.
- d) Multipurpose Hall.
- e) Roof.
- f) Entry and Exit main gates.
- g) Boundary walls.

## 2. Water and Plumbing:

- a) Underground water reservoir and Overhead tanks.
- b) Water pipelines connecting the underground water reservoir with overhead water tank.
- c) Water pipelines from overhead water tank connecting to each flat.
- d) Water pump for lifting water

## 3. Electrical Installations:

- a) Wiring and accessories for lighting of Common Portions.
  - b) Electrical Installations for receiving electricity from CESC Limited.
  - c) Diesel Generator set for providing power to common services and individual apartments during power failure and/or load shedding.
  - d) Electric meters for ascertaining consumption of power for the common areas, utilities and amenities and for individual apartments.
4. Fire Safety Installation:
- a) Wet risers and dry risers with wall and other fittings.
  - b) pump for drawing water from the underground water reservoir along with one spare pump and one jockey pump.
  - c) Fire alarms.
  - d) Hydrants and other accessories.
5. Drains:
- a) Drains, Sewers and pipelines from each flat to the pits in the Ground Floor and from pits to master trap.
  - b) Drainage connection from master trap to KMC drain lines.
6. Common Toilets with fittings and fixtures.
7. Land contained in the said Premises.
8. Others: Other areas and installations and/or equipment, if any, as are provided in the Building and/or Premises for common-use and enjoyment of the residents.

**PART-II**

**(Specifications as regards construction of the Allotted Apartment and the Building)**

**Internal Specification:**

Wall Finish	Interior - Brickwork with POP/Putty
Flooring	Bedrooms – Italian Marble Slabs
	Living / Dining - Italian Marble Slabs
	Verandah - Vitrified Tiles

	Party Hall- Vitrified Tiles
Kitchen	Granite Platform with Chamfered / Honed Edges
	Anti Skid Tiles on Floor
	Stainless Steel Sink
	Ceramic Tiles on Wall upto 2 feet above the Platform / Counter
	Power point for Refrigerator, Water Purifier, Exhaust fan.
Toilet	Anti Skid Tiles on Floor
	Ceramic Tiles on Wall upto Door Height
	Sanitaryware with Modern Design Wall Hanging Commode
	CP Fittings of Single Lever Technology of Jaquar or equivalent
	Power point for Geyser, Exhaust Fan.
	Plumbing provision for Hot & Cold Water
Door & Window	Main Door - High Quality Commercial Flush Door with Decorative Handle
	Main Door Fittings - Night Latch, Eyepiece
	Internal Doors - Commercial Flush Doors
	Internal Door Fittings - Handles, Door Stopper etc
	Windows - UPVC/Aluminium Sliding / Openable Windows with Glass Panes
Electricals	AC Point in Living / Dining & All Bedrooms
	Pre-fitted Ledge for AC Outdoor fitting
	Cable TV, Telephone Points in Living / Dining & All Bedrooms
	Necessary 15 Amps & 5 Amps Electrical Power Points
	Wiring with Central MCB / RCB
	Door Bell Point at the Main Door

	Modular Switches
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**Common Area Specification:**

Staircase & Floor Lobby	Tiles in Staircase
	Vitrified Tiles in Lobby
	M.S. Railing with Handrail
Elevator	2 Nos. of Passenger Elevator of Kone / ThyssenKrupp / Equivalent
Electricals	Intercom System
	CCTV
	Fire Alarm

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure including the roof, the Common Areas, facilities and amenities of the Project (including lifts, generator, water pump with motor, firefighting equipment, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and related facilities enjoyed or used by the Allottee in common with other flat owners or serving more than one Apartment and/or other built-up space in the Building and main entrance, and exit, landings and staircases of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.
2. **OPERATIONAL:** All expenses for running and operating all machines, equipments and installations comprised in the Common Areas (including lifts, generator, water pump with motor, fire-fighting equipment, etc.) and also the costs of repairing,

renovating and replacing the same and amount payable for having annual maintenance contracts for various aforesaid items.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the Common Purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge 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 in respect of the Premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE:** Insurance premium for insurance of the Building including 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, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Facts about Devolution of Title to the said Premises)**

1. One (i) Gurdev Singh, (ii) Gurmil Singh, (iii) Gurdayal Singh, (iv) Mahinder Singh and (v) Sindar Singh were the absolute joint owners of **All That** piece and parcel of land containing an area of 14 Cottahs 07 Chittacks 08 Square feet more or less situate lying at and being premises No.125A, Motilal Nehru Road, Kolkata together with the building shed and structures thereat (fully described in the **First Schedule** hereunder written and herein defined and referred to as "the **said Premises**") subject to monthly tenancy of a few tenants (hereinafter referred to as the "said tenants") in the following undivided shares and proportion:

<b>Sl. No.</b>	<b>Name</b>	<b>Undivided Share in the said Premises</b>
1.	Gurdev Singh	one-sixth
2.	Gurmil Singh	one-sixth
3.	Gurdayal Singh	one-sixth
4.	Mahinder Singh	one-fourth
5.	Sindar Singh	one-fourth

2. By an Indenture of Conveyance dated 03rd September 2009 made between the said Mahinder Singh as vendor therein and Monark Dealcom Private Limited (the Owner hereto) as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume No. 21, Page 10026 to 10041, Being No. 09567 for the year 2009, the said Mahinder Singh for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Monark Dealcom Private Limited **All That** undivided one-fourth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.
  
3. By an Indenture of Conveyance dated 10th September 2009 made between the said Sindar Singh as vendor therein and Harjinder Singh Gill as purchaser therein and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume No. 22, Page 2579 to 2594, Being No. 09778 for the year 2009, the said Sindar Singh for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Harjinder Singh Gill **All That** undivided one-fourth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.
  
4. By an Indenture of Conveyance dated 03rd September 2010 registered with the Additional District Sub-Registrar, Alipore in Book I, Volume No.32, Page 4549 to 4563, Being No. 07518 for the year 2010 as rectified by Deed of Declaration dated 09th February, 2011 registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No.4, Page 4247 to 4254, Being No.00974 for the year 2011, said Gurdev Singh for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Monark Dealcom Private Limited (the Owner hereto) **All That** undivided one-sixth part or share of and in the said

Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.

5. By a Deed of Gift dated 09th September 2010 made between Gurmil Singh alias Gurmail Singh Gill as donor therein and Guramrit Singh Gill son of Harjinder Singh Gill as donee therein and registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No. 33, Page 1148 to 1160, Being No. 07590 for the year 2010, said Gurmail Singh Gill in consideration of his natural love and affection towards his grandson said Guramrit Singh Gill granted conveyed and transferred by way of gift unto and in favour of the said Guramrit Singh Gill **All That** undivided one-sixth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.
6. By a Deed of Gift dated 28th October 2010 made between said Gurdayal Singh as donor therein and Gurmil Singh alias Gurmail Singh Gill as donee therein and registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No. 39, Page 1884 to 1895, Being No. 09168 for the year 2010, the said Gurdayal Singh in consideration of his natural love and affection towards his brother said Gurmail Singh Gill granted conveyed and transferred by way of gift unto and in favour of the said Gurmail Singh Gill **All That** undivided one-sixth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.
7. Subsequently by another Deed of Gift also dated 28th October 2010 made between said Gurmil Singh alias Gurmail Singh Gill as donor therein and Harjinder Singh Gill as donee therein and registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No.39, Page 2321 to 2332, Being No. 09191 for the year 2010, said Gurmail Singh Gill in consideration of his natural love and affection towards his son said Harjinder Singh Gill granted conveyed and transferred unto and in favour of the said Harjinder Singh Gill **All That** the said undivided one-sixth part or share of and in the said Premises together with like share in the building shed and structures thereat, absolutely and forever subject to monthly tenancy of the said tenants.
8. In the premises, said Monark Dealcom Private Limited, Harjinder Singh Gill and Guramrit Singh Gill became owners of the said Premises in the shares and

proportions mentioned corresponding to their respective names below subject to monthly tenancy of the said tenants:

Sl. No.	Name	Undivided Share in the said Premises
1.	Monark Dealcom Private Limited	5/12th
2.	Harjinder Singh Gill	5/12th
3.	Guramrit Singh Gill	1/6th

9. By a Development Agreement dated 25<sup>th</sup> June, 2012 made between said Harjinder Singh Gill and Guramrit Singh Gill as owners therein and said Monark Dealcom Private Limited as owner/developer therein and registered with the Additional District Sub-Registrar, Alipore in Book I, CD Volume No.23, Page 438 to 472, Being No. 05103 for the year 2012, said Harjinder Singh Gill and Guramrit Singh Gill granted exclusive right of development of their respective abovementioned undivided shares in the said Premises to the said Monark Dealcom Private Limited for mutual benefit and for the consideration and on the terms and conditions therein contained.
10. Being no longer interested in development of their abovementioned undivided 7/12th shares in the said Premises, the said Harjinder Singh Gill and Guramrit Singh Gill, by an Indenture of Conveyance dated 28<sup>th</sup> February, 2018 and registered with the Additional District Sub-Registrar, Alipore in Book I, Volume No. 1605-2018, Pages from 47341 to 47374, Being No. 160501538 for the year 2018, for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Monark Dealcom Private Limited, their respective undivided shares in the said Premises aggregating to undivided 7/12th part or share of and in the said Premises, absolutely and forever. Pursuant to such sale of undivided 7/12th part or share of and in the said Premises by said Harjinder Singh Gill and Guramrit Singh Gill in favour of Monark Dealcom Private Limited, the said Development Agreement dated 25<sup>th</sup> June, 2012 automatically stood cancelled and of no effect for all intents and purposes.
11. In the premises, said Monark Dealcom Private Limited, the Owner hereto, became the full and absolute owner of the said Premises No. 125A, Motilal Nehru Road, Kolkata-700029 measuring 14 Cottahs 07 Chittacks 08 Square feet more or less



and its name is mutated in the records of the Kolkata Municipal Corporation as owner thereof vide Assessee No. 11-085-1601-63-6.

12. The said tenants who were in occupation of different portions of the said Premises have from time to time vacated their respective occupied portions and the entirety of the said Premises is in khas vacant peaceful possession of the Owner hereto.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Other Terms and Conditions)**

1. **Right of allottee to use common areas subject to payment of maintenance charges:** The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of maintenance charges, as determined by the Promoter or the Association of the Allottees and performance by the Allottee of all his obligations in respect of the terms and conditions contained in this agreement including in the Schedules thereto and as specified by the Promoter or the Association from time to time.
  
2. **Additions or Replacements:** As and when any plant and machinery, including but not limited to, DG set, lifts, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on proportionate basis as specified by the Association. The Promoter and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

### **3. Maintenance and Association**

- 3.1 Upon completion of the Project and obtaining of the completion certificate of the Project and formation and operationalization of the Association of the Allottees, the Promoter will hand over its management for maintenance of the Common Areas to the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Allotted Apartment and Common Areas and facilities in the Project.
- 3.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold, all outgoings pertaining to the unsold Apartments shall be payable by the Vendor and the Promoter. Further the Allottee and/or the association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold Apartments to any of the prospective Allottees.
- 3.3 For the enjoyment and maintenance of the Common Areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate maintenance charges of such area and facilities as may be fixed by the Promoter and upon formation of the Association by the Association from time to time. The maintenance charges shall become payable from the period mentioned in clause 7.2 of this Agreement. In case the Allottee fails to pay the same, (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 1.5% per month will become payable by the Allottee; and (iii) the Promoter/Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment, the advance maintenance charges fall below the three (3) months average of the maintenance charges, then the Allottee shall be obligated to make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

### **4. Interim Maintenance Period:**

- 4.1 During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter shall through itself or through a facility management company run, operate, manage and maintain the Common Areas.

- 4.2 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.
- 4.3 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.
5. **Common Expenses:** The Allottee shall pay on due dates the Common Expenses and all other outgoings and taxes specified in **Part-I** of the **Seventh Schedule** hereunder written.
6. **Nomination by Allottee:** The Allottee may, with the prior consent in writing of the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Allottee of the Allotted Apartment. Any such nomination shall be at the sole risk and costs of the Allottee and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid nomination shall be payable by the Allottee or its nominee.
7. **Conditions on Transfer by Allottee:** The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Allottee to the Promoter in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.
8. **Right to put Neon-Sign etc. by Promoter:** The Promoter shall be entitled to put or allow its group companies or associate concerns to put neon-sign, sign boards or any other advertisement on the Roof of the Building as the Promoter, may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter.

**9. Method of Calculation of Areas:**

- (a) The Carpet Area of the Flat mentioned in the Second Schedule hereto includes the usable floor area thereof and the area covered by the internal partition walls thereof but excludes the area covered by the external walls and areas under services shafts and exclusive balcony/verandah. Be it mentioned that the Net Carpet Area of the Allotted Apartment mentioned in the Second Schedule hereunder written has been determined on the basis of the carpet area of (i) the Flat, (ii) exclusive balcony/verandah, (iii) the Store, if any and (iv) 50% of the carpet area of the open terrace, if attached to the Flat.
- (b) The Built-Up area of the Allotted Apartment mentioned in the Second Schedule hereto includes the Net Carpet Area thereof mentioned therein separately and includes the thickness of the external walls, columns and pillars thereof and therein and thickness of the parapet walls of the open terrace, if attached to the Flat Provided That if any external wall column or pillar of the Allotted Apartment or the Store is common with any other Apartment or Store of the Building then only one-half area thereof shall be a part of the built-up of the Allotted Apartment.
- (c) The Super Built-Up Area of the Allotted Apartment mentioned in the Second Schedule hereto includes and has been determined on the basis of the built-up area thereof mentioned therein and also includes the proportionate share of the Common Areas attributable to the Allotted Apartment on the basis of the Net Carpet Area of the Allotted Apartment mentioned in the Second Schedule hereto.
10. **Deposits on Super Built-up Area:** The Allottee shall pay and deposit the maintenance charges as well as the Extras & Deposits on the basis of Super Built Up Area of the Allotted Apartment.
11. **Indemnity by Allottee:** The Allottee shall be and remain responsible for and to indemnify the Promoter and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made

done or occasioned by the Allottee or suffered by the Promoter as a result of any act of omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Allottee.

12. **Project Advocates:** Unless changed by the Promoter, Messrs. Pankaj Shroff & Company, Advocates of Diamond Heritage, N611, 6<sup>th</sup> floor, 16 Strand Road, Kolkata-700 001 shall be the Advocates for the documentations concerning the transfer of the Apartment and other areas and portions of the Project.
13. **Project Architect:** Unless changed by the Promoter, Mr. Shelter of 105, Park Street, 'Kohinoor', 7<sup>th</sup> Floor, Kolkata-700016 shall be the Architect for the Project.
14. **Building Name:** The Project shall bear the name "**Narayani**" or such other name as be decided by the Promoter from time to time.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**PART-I**

1. **TAXES AND OUTGOINGS:** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:
  - (a) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereinabove written) to the Maintenance In-charge from time to time. Such maintenance charges will be computed on the basis of actual expenses incurred/to be incurred by the Maintenance In-Charge. The maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and expenses incurred.
  - (b) The charges for provision of back-up power to the extent of 1.5 Kilo Watts power to be provided to the Allotted Apartment during power failure/load shedding from the Diesel Generator Set. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and be billed accordingly on the Allottee proportionately on the basis

of power allotted in the Allotted Apartment or shall be ascertained by such other suitable mechanism as may be so decided by the Promoter or the Maintenance In-charge.

- (c) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the Kolkata Municipal Corporation. Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Premises.
- (d) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.
- (e) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Allottee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or any Common Areas thereof.
- (f) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid rates taxes impositions and/or outgoings.
- (g) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the

Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Allottee shall indemnify and keep indemnified the Promoter and the Maintenance-in-Charge and all other Apartment Acquirers for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.

- 2.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Allottee or from the expiry of two (2) months from the date of the Promoter giving the Notice for Possession to the Allottee in terms of clause 7.2 of Section III hereinabove, whichever be earlier.

**PART-II**  
**(COMMON HOUSE RULES)**

1. The Allottee binds himself and covenants:
- (a) to use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.
  - (b) to apply for and obtain at his own costs separate assessment of the Allotted Apartment in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the date of possession.
  - (c) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Allotted Apartment at all reasonable times to view and examine the state and condition thereof and to make good all defects decays and want of repair in the Allotted Apartment

within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

- (d) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and other Common Purposes.
- (e) to keep the Allotted Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Building in good and substantial repair and condition so as to support shelter and protect the other Apartments/parts of the Building and not to do or cause to be done anything in or around the Allotted Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Allotted Apartment.
- (f) to keep the Common Areas and common facilities, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the other common areas or other portions of the said Premises.
- (g) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (h) Other than at the place of his Car Parking Space the Allottee shall not park any motor car or any other vehicle at any place in the said Premises (including at the open spaces at the said Premises). No construction or storage of any nature shall be permitted at the Parking Space nor can the



same be used for rest, recreation or sleep of servants, drivers or any person whosoever.

- (i) not to grant transfer let out or part with the Car Parking Space or the Store, if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the Car Parking Space or the Store, if any or the Allotted Apartment independent of the other or others to any other Apartment Acquirer of the Building and none else.
  - (j) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the Building passing through the Allotted Apartment or the Common Areas facilities and amenities for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project. Not to carry or cause to be carried any wiring for electricity, broadband connection, cable tv or for any other purpose by cutting holes in the exterior walls of the allotted apartment or walls of the common areas. Such wiring shall be permitted to pass through only from the electrical ducts.
  - (k) not to close or permit the closing of balconies/verandahs in the Allotted Apartment.
  - (l) not to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.
  - (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Project or the said Premises or may cause any increase in the premia payable in respect thereof.
- 1.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-

charge, interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) withhold and stop all other utilities and facilities (including lifts, generators, water etc.,) to the Allottee and his servants, employees, agents, tenants or licensees and/or the Allotted Apartment.
- b) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Allotted Apartment.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**  
**(PAYMENT PLAN OF THE CONSIDERATION FOR ALLOTTED APARTMENT)**

The Total Consideration amount of Rs. \_\_\_\_\_, for the Allotted Apartment mentioned in clause 1.2.1 of the agreement along with applicable GST shall be paid by the Allottee to the Promoter in installments as follows:

<b>PAYMENT SCHEDULE</b>			
Timeline	Percentage of said Total Consideration	GST @5%	Total
On execution of agreement for sale	10% being Rs.	Rs.	Rs.
On completion of piling work	10% being Rs.	Rs.	Rs
On completion of 1st floor casting	10% being Rs.	Rs.	Rs
On completion of 2nd floor casting	10% being Rs.	Rs.	Rs
On completion of 4th floor casting	10% being Rs.	Rs.	Rs
On completion of 5th floor casting	10% being Rs.	Rs.	Rs

On completion of 6th floor casting	10% being Rs.	Rs.	Rs
On completion of 7th floor casting	10% being Rs.	Rs.	Rs
On completion of brickwork	10% being Rs.	Rs.	Rs
On possession or within two (2) months of receiving Notice for Possession from Promoter as stipulated in Clause 7.2 of this agreement, whichever be earlier	10% being          Rs.	Rs.	Rs._____

It is expressly agreed that GST at such rate as be applicable from time to time payable on the Total Consideration for the Allotted Apartment or part thereof shall be borne and paid by the Allottee to the Promoter with each installment. At present, GST rate is 5% and accordingly the same as such mentioned in this Schedule.

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

**DATED THIS ..... DAY OF ..... 2019**

**BETWEEN**

**MONARCH DEALCOM PRIVATE LIMITED**

**... VENDOR**

**AND**

**MULTICON HOMES LLP**

**... PROMOTER**

**AND**

**.....**

**... ALLOTTEE**

**AGREEMENT FOR SALE**

**(Apartment No. \_\_\_\_\_)**

125A, Motilal Nehru Road,

Kolkata - 700029

**PANKAJ SHROFF & COMPANY**

**Advocates**

**DIAMOND HERITAGE, N611,**

**16 STRAND ROAD,**

**KOLKATA – 700 001**