

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is executed on this.....day of.....20.....

### **BETWEEN**

**(1) MOHAMMED ABDUL HAMID (PAN – AGIPH 4890D) son of MOHAMMAED HANIFF**

**(2) MOHAMMED ABDUL SAHID (PAN - BHAPS 7489B) son of MOHAMMAED HANIFF**

**(3) MOHAMMED ABDUL RASHID (PAN- AIDPR 8220N) son of MOHAMMAED HANIFF**

All are by Nationality – Indian, all by faith – Islam, all by Occupation Business and all are at present residing at Akrapur, Talikhola, P.O. - Noapara, P.S.- Barasat, Kolkata – 700125, District : North 24- Parganas hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART:**

**The Owners are** represented by their Constituted Attorney **WESTROAD HOUSING LLP. (PAN – AADFW0259Q)** Identification No.AAN4524, incorporated Under Section 12(1) of the limited liability Partnership Act, 2008, Having its Registered Office at 73/B, Jessore Road (South), P.O. Hridaypur, P.S. Barasat, Kolkata – 700127, District : North 24 Parganas , represented by its Designated Partners (according to Board Resolution dated 03.12.2018),

- (1) **SRI ARUN SADHUKHAN (PAN – AVWPS0901R)** son of Late SristidharSadhukhan, residing at 19/G, Jessore Road (South) Barendrapara, P.O. and P.S. Barasat, Kolkata-700 124, District: North 24-Parganas,
- (2) **SRI RAJENDRA CHATTERJEE (PAN – APWPC9496F)** son of Sri SusantaChatterjee, residing at House No-147, P.O. Madhabpur, P.S. Amdanga, Kolkata – 700 125, District North 24-Parganas,

By dint of **Development Power of Attorney Being Deed No.152510564 for the year 2018** which was executed on 14.12.18 and registered on 18.12.18 at the office of **District Sub-Registrar-III**, North 24-Parganas being entered in Book No.I, Volume No. 1525/2018 Pages from 293168 to 293208 .

**AND**

**WESTROAD HOUSING LLP. (PAN – AADFW0259Q)** Identification No.AAN4524, incorporated Under Section 12(1) of the limited liability Partnership Act, 2008, Having its Registered Office at 73/B, Jessore Road (South), P.O. Hridaypur, P.S. Barasat, Kolkata – 700127, District : North 24 Parganas ,represented by its Designated Partners (according to Board Resolution dated 03.12.2018),

- (1) **SRI ARUN SADHUKHAN (PAN – AVWPS0901R)** son of Late SristidharSadhukhan, by Nationality – Indian, by Occupation – Business, residing at 19/G, Jessore Road (South) Barendrapara, P.O. and P.S. Barasat, Kolkata-700 124, District: North 24-Parganas,
- (2) **SRI RAJENDRA CHATTERJEE (PAN – APWPC9496F)** son of Sri SusantaChatterjee, by Nationality – Indian, by Occupation – Business, residing at House No-147, P.O. Madhabpur, P.S. Amdanga, Kolkata – 700 125, District North 24-Parganas, hereinafter called and referred to as the **BUILDER/DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest, Partners, executors, administrators, legal representatives and assigns) of the **SECOND PART :**

**A N D**

MR/MRS..... (PAN.....), Son  
of.....by Nationality – Indian, by faith - .....by  
Occupation -..... and residing at  
.....  
.....hereinafter called and referred as the  
**ALLOTTEE/PURCHASER** (which expression shall unless excluded by or repugnant to the  
context be deemed to mean and include his/her/their heirs, executors, administrators, legal  
representatives and assigns) of the **THIRD PART :**

**Owners/Vendors, Promoter/Developer and Allottee /Purchaser referred to as such or as  
Party and collectively Parties to this agreement.**

**DEFINATIONS:** For the purpose of this Agreement for Sale, unless the context otherwise  
requires :-

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and  
individually as a “Party”

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

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017st Ben. Act.  
XLI of 2017);
- (b) “**Rules**” means the West Bengal Housing Industry Regulations Rules, 2018 made  
under the West Bengal Housing Industry Regulation Act, 2017;
- (c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry  
Regulation Act, 2017;
- (d) “**Section**” means a section of the Act.
- (e) Words defined in **Schedule** shall have the meaning mentioned therein.

**WHEREAS**

- A.** The First Part is the absolute and lawful owners of the Land described in **Schedule  
A.** The documents relating to the ownership/title of the said Land are listed in  
**Schedule A(i)** hereto.
- B.** The said Land is earmarked for the purpose of building a residential project  
presently comprising of Phase I and Phase II having multi-storied residential  
apartment buildings and the Project has been named as “**WESTROAD HEIGHTS**”

- C. The Promoter/Developer is fully competent to enter in to this Agreement.
- D. The Barasat Municipality has granted the building plans to develop the project vide approval dated 12<sup>th</sup> July, 2019 bearing sanction no 1433 dated 12.06.2019.
- E. The Promoter/Developer has obtained the sanctioned Plans for the Project from the Barasat Municipality. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter/Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at WB HIRA Office, Kolkata on.....under registration no.....
- G. The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Apartment Unit described in **Schedule B** and the floor plan of the said Apartment is annexed hereto and marked as **Annexure 1**;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Promoter/Developer is known as **WESTROAD HOUSING LLP. (PAN – AADFW0259Q)** Identification No.AAN4524 incorporated Under Section 12(1) of the limited liability Partnership Act, 2008.
- J. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The ownership and title of the Premises and the documents relating thereto;
  - (ii) The Plans sanctioned by the Municipality and has the necessary approvals and permissions;
  - (iii) The right, title, interest and entitlement of the Promoter in respect of the Premises;
  - (iv) The Phase-wise development of the Project and
  - (v) The Carpet Area, Built-up Area and the Saleable (Super Built-up) Area of the said Apartment.
- K. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.
- 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 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 said Apartment Unit described in **Schedule B**.

### **Devolution of Title of the Owners:-**

**WHEREAS** :That the owners herein (being owner No.1,2 and 3) by virtue of different Registered documents and/or title deeds as appearing hereinafter have jointly acquired (each having undivided 1/3<sup>rd</sup> share or interest herein) and are presently seized and possessed of and otherwise well and sufficiently entitled to as absolute joint owners of ALL THAT piece and parcel of partly Danga and partly Bastu land containing by estimation an area of about 88.22 decimal be the same a little more or less together with Kuchha structure, lying at Mouza – Baluria, J.L. No. 37, Comprising in R.S. Khatian Nos. 363, 202, 211, 495 and 275; corresponding to L.R. Khatian Nos. 1669, 1501 AND 1180, comprising in L.R. & R.S. Dags are described herein below within the limits of Barasat Municipality ; Ward No.5 (old 26) Holding Nos. 1394, Barrackpur Road, A D S R Office – Kadambagachi, P.S. Barasat, District: North 24-Parganas.

#### ***Descriptions:***

<b>SL No.</b>	<b>LR/RS Dag No.</b>	<b>LR Khatian No.</b>	<b>Nature of Land</b>	<b>Area</b>
1	712	1669,1501& 1180	Danga	40.95 Dec
2	713	1669,1501 & 1180	Bastu	25.70 Dec
3	714	1669,1501 & 1180	Danga	04.45 Dec
4	716	1669,1501 & 1180	Danga	05.31 Dec
5	694	1669,1501 & 1180	Danga	11.81 Dec
<b>Total Area of Land is 88.22 Decimal.</b>				

(Hereinafter collectively referred to as the “**Said Property**”.)

**WHEREAS** :The land owners above named are the lawful joint owners and have been in exclusive possession together with every right title and interest in respect of the aforesaid total landed properties measuring more or less **88.22 decimal** by way of lawful gift/ purchase together with structures standing thereon appertaining to **Mouza –Baluria, J.L. No.37,**

comprising in R.S. Khatian Nos. 363, 202, 211, 495 and 275 corresponding to **L.R. Khatian No. 1669, 1501 and 1180** comprising of **L.R. and R.S. Dag Nos. 712, 713, 714, 716 and 694** and land area in each as described in the schedule 'A' below, within the limits of Barasat Municipality ward No.26 **new Ward no. 5, Holding No. 1394 Barrackpur Road, P.S.- Barasat, District: North 24-Parganas, Kolkata-700125** vide amalgamation certificate under MEMO No. BM/A/AML/18-19 dated 13.09.2018.

**AND WHEREAS** the owners herein mentioned above have purchased the said property specifically noted herein below:-

1. That the owners herein have jointly purchased a piece and parcel of land measuring about 91 decimals of land appertaining to R.S. Khatian Nos. 235 & 745, comprising in R.S. and L.R. Dag No.712, area of land 54 decimals, R.S. & L.R. Dag No. 716 area of land 12 decimals situated at Mouza- Baluria, J.L. No.37 under P.S. Barasat, A D S R Office Kadambagachhi, within the jurisdiction of Barasat Municipality, ward No.5, District: North 24- Parganas, by virtue of a registered Deed of sale being No.8009 for the year 1980 executed and Registered in Book No.I, Volume No.108, Pages 293 to 297 before the D.S.R. Barasat from the then Vendor Smt. Kamala Rani Bhadra.
2. That the owners herein have jointly got a piece and parcel of land measuring about 11.55 decimals of land appertaining to R.S. Khatian No.211, comprising in R.S.andL.R.Dag No. 713 area of land 11.55 decimals, out of 53 decimals, situated at Mouza – Baluria, J.L. No. 37, under P.S. Barasat, A D S R Office Kadambagachhi, within the jurisdiction of Barasat Municipality, ward no.5, District: North 24-Parganas, by virtue of a valid registered Deed of Gift being No.3368 for the year 2011 executed and registered in Book No.I, CD Volume No.II, Pages 3149 to 3160, before the A.D.S.R. Kadambagachhi from their grandmother Golehar Nessha Bibi.
3. That the owners herein have jointly got a piece and parcel of land measuring about 27.45 decimals of land (along with other landed property) appertaining to R.S. Khatian Nos. 211 and 361, comprising to R.S. and L.R. Dag No.713, area of land 6.45 decimals, out of 53 decimals, R.S. and L.R. Dag No. 714, area of r.d 3 decimals out of 8 (eight) decimals and R.S. and L.R. Dag No.691 area of land 8 (eight) decimals out of 46 decimals situated at Mouza – Baluria, J.L. No.37 under P.S. Barasat, A.D.S.R. Office Kadambagachhi, within the jurisdiction of Barasat Municipality, ward No.5, District: North 24-Parganas, by virtue of a valid registered deed of gift being No.3369 for the year 2011 executed and Registered in Book No.I, CD volume No.11. Pages 3161 to 3172 before the D.S.R. Barasat from their uncle MD. ARIF.

4. That the owners herein have jointly got a piece and parcel of land measuring about 11.15 decimals of land out of 53 decimals appertaining to R.S. Khatian No.211 situated at Mouza – Baluria, J.L. No. 37, under P.S. Barasat, A.D.S.R Office kadambagachi, within the jurisdiction of Barasat Municipality, Ward No.5, District : North 24-Parganas, by virtue of a valid registered deed of gift being No.3370 for the year 2011 executed and registered in Book No.I, CD Volume No.11 Pages 3173 to 3183 before the A.D.S.R Kkadambagachi from their uncle MD. ARIF.
5. That the owners herein have jointly got a piece and parcel of land measuring about 14.45 decimals of land (along with other landed property) appertaining to R.S. Khatian No. 211 and 202, comprising to R.S. Dag No.713, area of land 5.45 decimals, out of 53 decimals, R.S. and L.R. Dag No. 714, area of land 2 decimals out of 8 (eight) decimals and R.S. and L.R. Dag No.694, area of land 7 decimals out of 46 decimals situated at Mouza – Baluria, J.L.No. 37, under P.S. Barasat, A.D.S.R. Office kadambagachi, within the jurisdiction of Barasat Municipality, ward No.5, District: North 24-Parganas, by virtue of a valid registered deed of gift being No.3371 for the year 2011 executed and Registered in Book No.I, CD Volume No.11 pages 3184 to 3195 before the A.D.S.R. Kkadambagachi from their grandmother Golehar Nessha Bibi
6. That the owners herein have jointly got a piece and parcel of land measuring about 3 decimals of land appertaining to R.S. Khatian No.211 comprising to R.S. and L.R. Dag No.714 area of land 3 decimals, out of 8 decimals, situated at Mouza- Baluria, J.L. No. 37, under P.S. Barasat, A.D.S.R. Office –Kadambagachi, within the jurisdiction of Barasat Municipality, Ward No. 5 District: North 24-Parganas, by virtue of a valid registered deed of gift being No.5668 for the year 2013 executed and registered in Book Bi. I, CD Volume No.23, Pages 1744 to 1759 before the A.D.S.R. Kadambagachi from their father Mohammed Haniff.
  - (i) **THEREBY** the owners referred herein above after obtaining the aforesaid plot of land by virtue of those deeds of conveyance / Gift and since then they have been physically and exclusively enjoying and possessing the aforesaid plots of land and they have mutated their name before the B.L. & L.R.O. Barasat – I, corresponding L.R. Khatian no.1180, 1501 and 1669 and before the Barasat Municipality under Ward No.5(old 26) Holding No.1394 under amalgamation certificate vide memo no BM/A/AML/18-19 dated 13.09.2018 Barrackpur Road and possessing the same with free for all encumbrances.  
**The above said lands are lying adjacent and in amalgamated position in compact form.**

- (ii) **AND WHEREAS** for the purpose of Developing the aforesaid property or properties one **Agreement for Development** was executed by and between the above named Owners and the Developer on **14th day of December 2018**, and the said Development Agreement was registered in the office of the **District Sub-Registrar-III, Barasat, North 24- Parganas** and which was recorded in Book No.I, Volume No. 1525/2018, Pages from 291104 to 291169, **Being Deed No.152510468 for the year 2018** and on the basis of the said Development Agreement the said Owners executed and registered one **Development Power of Attorney** unto and in favor of the said Developer and which was registered before the District Sub-Registrar-III, North 24-Parganas and recorded in Book No. I, Volume No. 1525/2018 Pages from 293168 to 293208, **Being Deed No.152510564 for the year 2018** and by which the said Owners empowered the said Developer for making Real Estate Project or Projects with the West Bengal Housing Industry Regulatory Authority under the provisions of the Act, Rules and Regulations and other Rules, Regulations, Circulars and rulings Issued there under from time to time.
- (iii) **AND WHEREAS** the Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the owners to the said property and the Promoter's right and entitlement to develop the said property on which inter alia the project is to be constructed have been completed.
- (iv) **AND WHEREAS** the owners have duly intimated the Barasat Municipality about commencement of construction of the project on 17.08.2019.
- (v) **AND WHEREAS** the Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real estate Project ( including for the said Apartment and the said Tower/Building from the competent authority) which is presently being developed as a phase wise (**phase 1 and phase 2** ) of the whole Project (defined in Recital (iii) below). The Promoter/Developer agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with section 14 of the Act and other laws as Applicable.
- (vi) **AND WHEREAS** The Promoter has registered the Real Estate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory authority at Kolkata on..... Under Registration No.....



(vii) **AND WHEREAS** the Allottee/Purchaser had applied for an apartment in the Project vide application No..... dated.....and has been allotted Residential Apartment No.....on the ..... floor, having carpet area of ..... Square feet, built up area.... Square feet, salable (super built) area.... Square feet more or less, being more particularly described in Schedule 'B' below and the layout of the apartment is delineated in **RED** Color on the plan annexed hereto and marked as Annexure "1" ("said Apartment") in Tower / Building No. .... (Said Tower / Building ) together with the right to park in the parking space/s more particularly described in Schedule B(I)below ( said parking space) and together with pro-rata share in the common areas of the Real Estate Project ( Share In Common Areas), the said common areas of the Real Estate Project being described in Schedule D below ( Common Areas) and also together with undivided impartible proportionate and variable share in the land underneath the said Tower / Building as be attributable and appurtenant to the said Apartment (Land Share). The said Apartment the said Parking Space (if any) the Share In common areas and the land share, collectively described in Schedule G below (Collectively "said Apartment and Appurtenances").

(viii) **AND WHEREAS** the Parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

(ix) **AND WHEREAS** the Principal and material aspects of the Development of the Whole Project ( as defined hereunder) and the Real Estate Project as disclosed by the Promoter are briefly stated below :-

(A) The Developer / Promoter shall construct 2 numbers of Tower / Building in the total landed property as per sanctioned building plan which is annexed herewith and the said Plan annexed and marked as Annexure – I, hereto and more particularly described in Schedule F below (Project property).

(B) The detailed scheme of development attached as Annexure – I discloses the proposed designated uses of the buildings/structures and the Phase/s of Development on the aforesaid property and is based on the current approved layout for the project property and the conceptual layout for the development of the said property. The conceptual layout of the development on the said property could be finally developed by the Promoter/Developer at its sole discretion either in terms of the plan in Annexure – 1

or in such other manner as may be possible under the relevant/applicable laws.

- (C) The Promoter/Developer is undertaking the development of the said property in a Phase-wise manner as mentioned in this Recital 1 (the phase-wise development of the entirety of the total landed property as envisaged in this Recital 1 and as also mentioned / contemplated in the other portions this agreement hereinafter referred to as the Whole Project.).
- (D) The Common Facilities/Amenities & Areas in the Real Estate Project that may be usable by the Allottee and other Allottee/s on a non-exclusive basis are listed in Schedule D hereunder written.
- (E) The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Allottee and other Allottee/s in the Whole Project on a non-exclusive basis (“Whole Project Included Amenities”) are listed in **Schedule D** hereunder written. The Allottee agrees and accepts that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said apartment and might be provided only after completion of the Whole Project that includes Phase 1 & Phase 2.
- (F) The Allottee agrees and accepts that the exact location and Identification of the said Parking Space (if any) may be finalized at the time of Deed of Conveyance by the Promoter only upon completion of the Real Estate Project in all respects.
- (G) The Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Apartment or any other part of the Said Tower/Building being affected by such construction. The Allottee hereby agrees to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter/Developer. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise.
- (H) The Allottee agrees and acknowledges that the sample apartment/flat (if any) is constructed by the Promoter/Developer and all furniture’s, Items, electronic goods, amenities etc. provided thereon are only for the purpose of show

casing and/or interior decorating the apartment and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat.

- (I) 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.
- (J) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
- (K) 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 Said Apartment And Appurtenances, being collectively described in Schedule 'B'.

**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 **Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase**, the said Apartment Unit described in **Schedule B**.

1.2 The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area thereof is Rs. ....) only ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**:

1.2.1 Subject to the terms and conditions as detailed in this Agreement, the **Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase**, the said Car Parking Space described in **Schedule B (i)**.

1.2.2 The Total Price/Agreed Consideration for the said Car Parking Space based on the carpet area thereof is Rs. ....) only ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**:

1.2.3 Subject to the terms and conditions as detailed in this Agreement, the **Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase**, the said Commercial Space described in **Schedule B (ii)**.

1.2.4 The Total Price/Agreed Consideration for the said Commercial Space based on the carpet area thereof is Rs. ....) only (“**Total Price/Agreed Consideration**”) as per details mentioned in **Schedule C**:

*Explanation:*

- (i) The Total Price including additional charges mentioned **Schedule E** above includes the booking amount paid by the Allottee to the promoter towards the said apartment;
  - (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of allottees i.e. owner’s association after obtaining the completion certificate from the authority;  
Provided that all the applicable Taxes shall be payable by the Allottee to the Promoter;
  - (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in Schedule C above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
  - (iv) The Total Price of the said Apartment includes the proportionate share in land and Common Areas as mentioned in this Agreement.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in “**Schedule C**” (**Payment Plan**).
- 1.5 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** in respect of the said Apartment, without the previous written consent of the Allottee as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee provided that the Promoter may make such minor additions or alterations as may be required and requested by the Allottee.
- 1.6 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate is granted by the Municipality, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the **Promoter shall refund the excess money paid by Allottee within forty-five days** with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in “**Schedule C**”. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.7 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Promoter/Developer agrees and acknowledges, the Allottee shall have the right to the said Apartment Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in **Schedule B** and
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, municipal taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion/ Occupancy Certificate from the Municipality phase wise as provided in the Act;
  - (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedule D**. The Allottee has also agreed to make timely payment of the additional Charges/liabilities and deposits mentioned in **Schedule E**. The Additional Charges/Liabilities

And Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

1.8 It is made clear by the Promoter/Developer and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise except as agreed in Clause 17. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.

1.9 The Promoter/Developer agrees to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the said Apartment Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of the said Apartment Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

1.10 The Allottee has paid a total sum of Rs. ....../- (**Rupees .....**) as **booking amount being part payment towards the Total Price of the said Apartment/Unit** at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in "**Schedule C**" whether demanded by the Promoter or not, within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of 10% per annum on due/outstanding amount.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones **subject to Force Majeure and reasons beyond control**, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as

mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker' cheque or online payment (as applicable) in favor of the Promoter/Developer payable at Kolkata.

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

- The Allottee, if residing outside India, shall intimate the same in writing to the Promoter/Developer and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under, The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- The Promoter/Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee.

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

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

### **5. TIME OF ESSENCE:**

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

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Barasat Municipality, the Total Price & payment plan mentioned in **Schedule C** and the Additional Charges/ liabilities and Deposits mentioned in **Schedule E** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Municipality and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Municipality and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act and this

Agreement, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

**6.1** Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents of the 2/3 flat owners that the Promoter/Developer may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings,. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule D shall not be reduced to the detriment of the Allottee.

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

## **7. POSSESSION OF THE APARTMENT:**

**7.1** Schedule for possession of the said apartment – The Promoter/Developer agrees and understands that timely delivery of possession of the said Apartment to the Allottee/Purchaser and the Common areas of the Real Estate Project to the association of Allottees/ Purchasers (upon its formation and registration) is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment along with ready and complete common areas of the Real Estate Project (as specified in Schedule E below) with part specifications (as provided in Schedule D below)

In complete habitable condition and possession of apartment of Building unless there is delay or failure due to War, Flood, drought, fire, cyclone, earth-quake or any other calamity caused by nature affecting the regular development of the Real Estate Project ( Force Majeure and due to reasons beyond control). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure and due to reasons beyond control conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. The Possession Date has been accepted by the Allottee. However, if the Said Apartment is made ready prior to the Completion Date the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-payment of his/her/their/its 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.



**7.2 Procedure for taking possession-** The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable additional common maintenance charges under this Agreement and Registration of the deed of Conveyance. 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 (as provided on Schedule E below) as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The promoter/Developer shall hand over the photocopy of completion certificate of the project to the allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

**7.4 Possession by all the Allottee** – After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the allottees, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas of the Real Estate Project (as specified in Schedule E below) to the association of allottees, upon its formation and registration; Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas of the Real Estate Project (as specified in Schedule D below) to the association of Allottees within thirty days after formation and registration of the association of allottees.

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

Provided that where the allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit 30% of consideration amount including booking amount for the allotment Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon resale of the Said Apartment and i.e. upon the Promoter subsequently selling and transferring the said Apartment and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up total price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter/Developer and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter/Developer.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter/Developer and/or the Said Apartment and Appurtenances and the Promoter/Developer shall be entitled to deal with and/or dispose of the said Apartment And Appurtenances in the manner it deems fit and proper.

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

Except for occurrence of a Force Majeure event or due to reasons beyond control, if the Promoter/Developer fails to complete or is unable to give possession of the Said apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1 ; or (ii) due to discontinuance of his business as a promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules or 10% per annum including compensation in the manner as provided under the Act within forty-five days of it becoming due ;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest amount 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 forty-five days of it becoming due. The rate of interest will be calculated at the rate of 10% per annum.

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

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

- (i) The Owners have absolute, clear and marketable title with respect of the Project Property; the requisite authority and rights to carry out development upon the Project property and absolute, actual physical and legal possession of the Project Property for the Real Estate Project.
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii) There are no encumbrances upon the Project Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the website of the Authority ;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the authority ;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said 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 Real Estate Project the Project Property, the said apartment, the said tower/building and Common Areas of the Real Estate Project till the date of handing over of the real Estate Project to the association of Allottees;
- (vi) The Promoter/Developer has the right to enter into this agreement and has not committed or omitted to perform any act or thing whereby the right title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter/Developer has not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to the "Said

Apartment” which will, in any manner, affect the rights of Allottee under this agreement.

- (viii) The Promoter/Developer confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the allottee in the manner contemplated in this agreement.
- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant peaceful physical possession of the Said Apartment to the allottee and the common areas of the Real Estate Project to the association of allottees, upon the same being formed and registered;
- (x) The Project Property 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 Project Property ;
- (xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with common Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not.
- (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 Project Property) has been received by or served upon the Promoter/Developer in respect of the Project Property and/or the Real Estate Project.

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

**9.1** Subject to the Force Majeure Clause and due to reasons beyond control, the Promoter/Developer shall be considered under a condition of Default, in the following events:

- (i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the real estate 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 Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this agreement, and for which completion certificate, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's/Developer's business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

**9.2** In case of Default by Promoter/Developer under the conditions listed above, allottee is entitled to the following:-

- (i) Stop making further payments to Promoter/Developer as demanded by the Promoter. If the Allottee stops making payments the Promoter/Developer 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/Developer shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in clause 7.6 within forty five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the promoter to the Allottee within forty five days of it becoming due.

Further provided that the Promoter/Developer shall be entitled to get 6 months grace period according to English calendar on and from the stipulated date of giving possession to the Allottee after which only clause 7.6 herein above regarding compensation will come into force and effect.

**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 payment to the Promoter/Developer as per the payment plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in the Rules and or interest at the rate of 11.99% per annum on outstanding amount till date.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the apartment in favor of the allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said apartment and Appurtenances and upon resale of the Said Apartment and Appurtenances i.e. upon the Promoter/Developer subsequently selling and transferring the Said Apartment and appurtenances i.e. upon the Promoter/Developer subsequently selling and transferring the said apartment and appurtenances to another allottee and receipt of the sale price thereon, the promoter/Developer shall after adjusting the booking amount, refund to the allottee, the balance amount, if any of the paid up total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter/Developer and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this agreement in the aforesaid circumstances, the allottee shall have no claim of any nature whatsoever on the Promoter/Developer and/or the said apartment and appurtenances and the promoter/Developer shall be entitled to deal with and/or dispose of the said apartment and appurtenances in the manner it deems fit and proper.

#### **10. CONVEYANCE OF THE SAID APARTMENT :**

The Promoter/Developer, on receipt of Total Price of the Said apartment and Appurtenances (as provided in Schedule C under the Agreement) from the allottee, shall execute a conveyance deed drafted by the Promoter's/Developer's legal advisors Mr. ...., and convey the title of the Said apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee:

However in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Developer to with hold registration of the conveyance deed in his/her favor

till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

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

- 11.1** The Promoter/Developer shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter/Developer.(Calculated from the date of obtaining Completion Certificate till Handover of maintenance of the project to the Association of allottees.)
- 11.2** The Promoter/Developer shall take steps for formation of the Owner's Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Promoter/Developer shall not be entitled to be recognized by the Promoter/Developer and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter/Developer shall transfer and make over the all legal documents to the Association after adjusting its dues, if any.
- 11.3** All the Apartment Owners including the Allottee shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
- 11.4** All papers and documents relating to the formation of the Association shall be got prepared and finalized by the Promoter/Developer and the Allottee hereby consents to accept and sign the same.
- 11.5** The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

- 11.6** All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Buildings including the Allottee herein.
- 11.7** The rights of the Promoter/Developer, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule G** and the Allottee has irrevocably agreed to be bound by the same.
- 11.8** The Allottee shall from the Date of Completion, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Promoter/Developer.
- 11.9** The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Car Parking Block, the Common Areas, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in Clause 15 and Schedule H and the same shall be binding on the Allottee. It is expressly made clear that from the date of issue of the Notice of Completion all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.
- 11.10** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Car Parking Block (including its maintenance, operation, repair, replacement, renovation, insurance etc.,) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency/Association may deem fit and proper.
- 11.11** The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Allottee is granted facility of parking any number of cars in the Car Parking Block by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge. Any use of the Car Parking Block/Spaces by the Apartment Owners including the Allottee shall be subject to Force Majeure and due to



reasons beyond the control interruptions and inconveniences associated with its use and the Promoter/Developer and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or

damage relating to or arising out of the Car Parking Block to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

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

## **12. DEFECT LIABILITY :**

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

**12.2** It is clarified that the Promoter/Developer shall not be liable rfor any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any

repairs/redecoration/any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the

Larger Property. The Allottee(s) is/are aware that the Said Tower / Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

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

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

### **14. USAGE :**

Use of Basement and Service Areas : The basement(s) and service areas, if any, as located within the said complex, shall be earmarked for purposes such as 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 sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT /PROJECT :**

**15.1** Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Tower/Building or the Said apartment or the stair cases, lifts, common passages,

corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the said apartment and keep the said Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said tower/building is not in any way damaged or jeopardized.

**15.2** The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name plate, neon light, publicity material or advertisement material etc. on the face façade of the Said Tower/Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said apartment or place any heavy material in the common passages or stair case of the said tower/building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

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

**15.4** In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Schedule G** below.

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

The Parties are entering into this agreement for the allotment of an apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

## **17. ADDITIONAL CONSTRUCTIONS :**

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the act and save as expressly provided in this agreement.

## **18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :**

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

## **19. APARTMENT OWNERSHIP ACT\_:**

The Promoter/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the west Bengal Apartment Ownership Act, The Promoter showing compliance of various laws/regulations as applicable in said Act.

## **20. BINDING EFFECT :**

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

## **21. ENTIRE AGREEMENT :**

This Agreement, along with its schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**22. RIGHT TO AMEND :** The Agreement may only amended through written consent of the Parties, without changing the nature and character of the present agreement

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

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

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

**24.1** The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the Allottee in not making payments as per the payment plan ( Annexure C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees.

**24.2** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereto 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 there under 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 there under or the applicable law, as the case may be and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**27. FURTHER ASSURANCE :**

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

**28. PLACE OF EXECUTION :**

The execution of this agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the sub-Registrar/District Register at Barasat ( specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Barasat, Kolkata-700124.

**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/Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Allottee and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the

above address shall be deemed to have been received by the promoter or the allottee, as the case may be.

### **30. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be prior to the execution and registration of this agreement for Sale for such apartment, plot or building, as the case may be, 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 there under.

### **31. JOINT ALLOTTEES :**

That in case there are joint Allottees all communications shall be sent by the Promoter/Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the allottees.

### **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 hereunder including other applicable laws of India for the time being in force.

### **33. DISPUTE RESOLUTION :**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the arbitration and Conciliation Act., 1996 by referring the dispute to sole arbitrator Mr..... and place of arbitration will be at Barasat, Kolkata and language will be English.

## SCHEDULE – A

(Description of the entire landed property.)

**ALL THAT** piece and parcel of partly Danga and Partly Bastu land measuring an area of **about 88.22 (eighty eight point two two ) decimal** be the same a little more or less lying and situated at **Mouza- Baluria**, J.L. No.37, corresponding to R.S. Khatian Nos. 363, 202, 211, 495 & 275 and **L.R. Khatian Nos. 1669, 1501 and 1180**, comprising in **L.R. and R.S. Dag Nos. 712, 713, 714, 715 and 694** specifically described herein below, within the

Jurisdiction of Barasat Municipality, **Ward no.5 (old 26) Holding No.1394 Barackpur Road**, A.D.S.R Office kadambagachi, P.S. Barasat, District: North24- Parganas.

### *Descriptions:*

SL No.	LR/RS Dag No.	LR Khatian No.	Nature of Land	Area
1	712	1669,1501& 1180	Danga	40.95 Dec
2	713	1669,1501 & 1180	Bastu	25.70 Dec
3	714	1669,1501 & 1180	Danga	04.45 Dec
4	716	1669,1501 & 1180	Danga	05.31 Dec
5	694	1669,1501 & 1180	Danga	11.81 Dec
Total Area of Land is <b>88.22 Decimal.</b>				

The aforesaid total land is butted and bounded as follows:-

**On the North:** By dag No.694 (Part) and Dag No.711 (Part)

**On the South:** By Main Barasat-Barrackpore Road 40' wide and Dag Nos.715 (part) and Dag No.716 (Part)

**On the East :** By Municipal Road and Dag No.715

**On the West :** By Dag No.713 (Part) and dag No.694 (Part).

### SCHEDULE A (i)

List of documents relating to title

Sl No.	Description of Document	Date of Document
1	Sale deed No 8009	25 <sup>th</sup> November' 1980
2	Deed of Gift No 3368	23 <sup>rd</sup> November' 2011



3	Deed of gift No 3369	23 <sup>rd</sup> November' 2011
4	Deed of gift No 3370	23 <sup>rd</sup> November' 2011
5	Deed of gift No 3371	23 <sup>rd</sup> November' 2011
6	Deed of gift No 5668	2 <sup>nd</sup> November' 2013
7	Deed of gift No 4390	17 <sup>th</sup> May' 1955
8	Deed of gift No 5689	27 <sup>th</sup> Octtober' 1971
9	Deed of gift No 8786	18 <sup>th</sup> November' 2011
10	Deed of gift No 9301	20 <sup>th</sup> June' 1963

**SCHEDULE – B**

**(Description of Apartment and appurtenances to the allotted to the Allottee/Purchaser.)**

The “**said apartment**”, being **Residential Apartment No.....** on the .....  
**floor of Phase.....having built up area of .....square feet, carpet area.....Square feet,**  
**salable (super built) area.....Square feet more or less and corresponding carpet area of**  
**.....Square Feet, more or less, in Phase.....Building No.....The layout of the said**  
**apartment is delineated in RED color on the plan annexed hereto and marked as Annexure –**  
**1.**

**SCHEDULE B (i)**

**(CAR PARKING SPACE)**

The “**said Parking Space**”, being the right to **Park LMV Car(s) or Two Wheeler** (in the

1. ....Car(s) or Two Wheeler(s) in the **Phase 1** (Block A) Building Ground Floor Parking Block
2. ....Car(s) or Two Wheeler(s) in the **Phase 2** (Block B) Building Basement Parking Block.
3. ....Car(s) or Two Wheeler(s) in the **Phase 2** (Block B) Building Ground Floor Parking Block.
4. ....Car(s) or Two Wheeler(s) in the Open Parking Space.

**SCHEDULE B (ii)**

**(COMMERCIAL SPACE)**

The commercial space being on the **Ground floor, having built up area of.....** square feet, **carpet area of .....** Square feet, salable (super built) area.....Square feet more or less and corresponding **Carpet area of .....** Square Feet, more or less, in **Phase 1**

**Building (Block A).** The layout of the said space is delineated in RED Color on the plan annexed hereto and marked as Annexure – 1.

**SCHEDULE – C**

**(Payment Schedule)**

The Total price payable for the Apartment is Rs...../- (Rupees.....) and Rs...../- (Rupees.....) for parking space in the Garage/Covered /Open / thus totaling to Rs. ....-/(Rupees.....) for the apartment and Appurtenances and the aforesaid total sum including payable and applicable taxes /GST in following installments:-

**PAYMENT SCHEDULE (AMOUNT)**

<b>Event of making Payment</b>	<b>Percentage out of the Agreed Consideration</b>
1.Booking amount /Application Amount	100,000/-
2.Provisional Allotment Letter/Signing of Sale agreement within 30 days of Application (Less Booking amount)	20%
3.On commencement of 1 <sup>st</sup> Floor Casting of concerned Building containing the said flat	6%
4. On commencement of 2 <sup>nd</sup> Floor Casting of concerned Building containing the said flat	6%
5.On commencement of 3 <sup>rd</sup> Floor Casting of concerned Building containing the said flat	6%

6. On commencement of 4 <sup>th</sup> Floor Casting of concerned Building containing the said flat	6%
7. On commencement of 5 <sup>th</sup> Floor Casting of concerned Building containing the said flat	6%
8. On commencement of 6 <sup>th</sup> Floor Casting of concerned Building containing the said flat	6%
9. On commencement of 7 <sup>th</sup> Floor Casting of concerned Building containing the said flat	6%
10. On Commencement of Brickwork & Plaster of 1 <sup>st</sup> Floor of concerned Building containing the said flat	4%
11. On Commencement of Brickwork & Plaster of 2 <sup>nd</sup> Floor of concerned Building containing the said flat	4%
12. On Commencement of Brickwork & Plaster of 3 <sup>rd</sup> Floor of concerned Building containing the said flat	4%
13. On Commencement of Brickwork & Plaster of 4 <sup>th</sup> Floor of concerned Building containing the said flat	4%
8. On commencement of 6 <sup>th</sup> Floor Casting of concerned Building containing the said flat	6%
14. On Commencement of Brickwork & Plaster of 5 <sup>th</sup> Floor of concerned Building containing the said flat	4%
15. On Commencement of Brickwork & Plaster of 6 <sup>th</sup> Floor of concerned Building containing the said flat	4%
16. On Commencement of Brickwork & Plaster of 7 <sup>th</sup> Floor of concerned Building containing the said flat	4%
17. At or before handing over of possession of the said Apartment or within 15 days of the Notice as mentioned in clause 7.2 above, whichever is earlier	10%
<b>TOTAL</b>	<b>100%</b>

The Fixed Additional Payments mentioned the **Schedule E** is to be paid to the Promoter/Developer at the time of Sale Agreement.

## **SCHEDULE – D**

**(COMMON FACILITIES, PROJECT SPECIFICATIONS & COMMON AREAS)**

### **Part I : List of Common Facilities will be provided in Project**

1. Air Conditioned Multi gymnasium.

2. Air Conditioned Indoor Game Room.
3. Rooftop Garden (Will be operational the 2<sup>nd</sup> phase completion)
4. Rooftop Swimming Pool (Will be operational after completion of complex.)
5. Air Conditioned Community Hall with attached washroom & Kitchen.
6. Proper Lightening Arrestor.
7. Kid's Play Area (Will be operational after the completion of 2<sup>nd</sup> phase construction.)
8. CC TV Surveillance
9. Commercial OR Guest parking in the front side of the building.
10. Water Purifying System & Overhead Tank
11. Two No's of Automatic 13 Passengers Elevator for Each Phase (Total 4 No's in the Project).

## **Part II: Location & Specifications of Common Amenities/Facilities**

1. **Swimming Pool** :Located on In roof top of Phase-2 Building **Area of 50.29 sq.m Capacity of 60000 lts**
2. **Water Purifying System** :Located on In pump room , Basement of Phase-2 Building **Area of 4.5 sq.m Capacity of 30000 lts**
3. **Overhead Tank**:Located on **Overhead Tank Area of 49.16 sq.m Capacity of 60000 lts**
4. **Air conditioned Community Hall** :Located on In Ground floor Phase-2 Building **Area of 96.22 sq.m Capacity of 160 persons** (Note: For 166 person 100 sq.m in case of assembly as per NBC)
5. **Air conditioned Gymnasium** :Located on In Ground floor of Phase-1 Building **Area of 37.78 sq.m Capacity of 63 persons**
6. **Air conditioned Game Room** :Located In Ground floor of Phase-1 Building **Area of 33.465 sq.m Capacity of 56 persons**
7. **Kid's / Children's Play Area** :Located on At First floor level floor of Phase-1 Building **Area of 31.62 sq.m Capacity of 30 kids**
8. **Lift** :Located on Beside staircase Of Each Phase of Building **Area of 18.87 sq.m Capacity of 13 passengers** (2 no's for each Phase total 4 no's)

## **Part III : PROJECT SPECIFICATIONS**

1. **Foundation**: Pile Foundation
2. **Door**: Wooden Door Frames, flush Door shutter & PVC Shutter for toilets
3. **Window**: Coated aluminum Sliding Door with Grill
4. **Balcony Railing** : H:2 ft. MS Grill
5. **Stair case Railing**: MS Grill.
6. **Outside Paint**: Exterior Emulsion weather coat.

7. **Wall Rendering:** Putty finish inside with Primer.
8. **Dado & Floor Tile:** Vitrified tiles.
9. **Stair case: Ceramic Tiles.**
10. **Open Space :** Decorated Parking Tiles
11. **Toilet floor & Wall :** Floor with Ceramic tiles, Wall- 6 ft. height glazed tiles (Design to be opted within 4 options)
12. **Kitchen Floor & Wall:** Floor-Ceramic tiles, Polished Cudappa stone + 3 ft. wall tiles.
13. **Sink:** SS, ISI APPROVED BRAND.
14. **Sanitary Fitting:** ISO Certified Brand.
15. Rooftop Covered by Marvel
16. Side Boundary wall decorated by Greenery.

### **Electrical Specification:**

1. Semi Modular Type switches
2. Bedroom: Every Bedroom having AC point, 5A-2 no's, 1 Fan, Light point – 3
3. **Dining:** 2nos Fan point, 4 Light Point.
4. **Kitchen:** 3 nos. 15 A, 2 no's 5A, Light Point – 2.
5. **Toilet:** 1 no 15A, 1 no's 5A, Light Point -2.
6. **Balcony: Hanger,** 2 light point, 1 no.5A.

### **Part IV: List of Common Areas for Phase-1**

- a) Lobbies and staircases of the Building in Phase 1
- b) Lift and lift machinery, Lift pits, Chute and machine Room of the lifts of the Building in Phase 1.
- c) Common Drains and sewers and pipes of the Building in Phase 1
- d) CCTV Surveillance for the common areas of the Building in Phase 1 including Wire and accessories for the same.
- e) Common Lighting for the common areas of the Building in Phase 1 including the wires and accessories for same.
- f) Water pipes (save those inside any apartment) for the Building in Phase 1.
- g) Fire Fighting Equipments for the Building in Phase 1
- h) Cabling for Cable TV for the Building in Phase 1.

### **Part V: List of Common Areas for Phase-2**

- a) Lobbies and staircases of the Building in Phase 1

- b) Lift and lift machinery, Lift pits, Chute and machine Room of the lifts of the Building in Phase 1.
- c) Common Drains and sewers and pipes of the Building in Phase 1
- d) CCTV Surveillance for the common areas of the Building in Phase 1 including Wire and accessories for the same.
- e) Common Lighting for the common areas of the Building in Phase 1 including the wires and accessories for same.
- f) Water pipes (save those inside any apartment) for the Building in Phase 1.
- g) Fire Fighting Equipments for the Building in Phase 1
- h) Cabling for Cable TV for the Building in Phase 1.

**Part VI: List of Common Areas for Phase-1 & Phase-2:**

- Driveways, pathways, common passages etc inside the said Land mentioned in **Schedule A** and the Premises including for the purpose of ingress to the egress from the entrance and exits of the Premises to each of the Buildings in the Project (both Phase 1 and 2), the Car Parking Block / Space and the Common Areas, facilities and amenities included in Part I of this Schedule (D).
- Common Roof Area being the landscaped roof over the ultimate top floor of the Phase 1 & Phase 2 Building (Namely Block A & Block B respectively) comprised in the Project.
- Generator for Standby Power with electric meter space, associate cabling and equipments.
- Security Kiosk in Front Gate
- Room for Caretaker / facility manager Personnel in Phase 2 Building Ground Floor
- Air Conditioned Indoor Games Room
- Air Conditioned Gymnasium
- Swimming Pool on Phase 2 Building Rooftop
- Decorated Boundary Wall and Plantation
- Water Purifying Plant and Pump Room and associated Machinerics
- Septic Tanks
- Lightening Arrestor
- Common drains, sewers and pipes, if any, other than those mentioned in Part IV and Part V above
- CCTV Surveillance for the common areas, if any, other those mentioned in Part IV & Part V above
- Common Lighting for the common areas , if any, other than those mentioned in Part IV and Part V above including the wires and accessories for the same

- Water pipes (save those inside any Apartment), if any, other than those mentioned in Part IV and Part V above
- Fire fighting equipment, if any, other than those mentioned in Part IV and Part V above
- Access/Entrance point/pathway of above listed Common Areas/Places including Part I mentioned above
- Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of Promoter under this Agreement.

### **SCHEDULE -E**

#### **(ADDITIONAL CHARGE RATE)**

1. Generator Installation rate : Rs. 20/- sq.ft ;
  - 1.1. Generator for commercial purpose flat owner will not have to bear any charges for the same.
  - 1.2. Transformer for electricity rate: Rs.25/- sq.ft. (Subject to change in case of any rate hike of WBSSEDCL)
2. Intercom Installation rate: Rs.5000 per Unit or flat ;
3. Electricity connection charge :
  - (i) 1 BHK: Rs.3000 (ii) 2 BHK: Rs.5000 (iii) 3 BHK: Rs. 7500/-.
  - (Subject to change in case of any rate hike of WBSSEDCL)
4. Maintenance fees for first 12 months from the time of Deed of Conveyance @ Rs.2/- per sq.ft. per month ;  
After 12 months, if flat Owner Association does not into effect the flat owner's committee maintenance charge is Rs.1.50 per sq.ft. Per month;
5. Legal Fees: Rs.15000/- per Unit/Flat: 2 BHK & 3 BHK and for 1 BHK Rs.10000/- Per Uit/Flat
6. Fees for Association Format as per 1972 Flat Owner's act Rs.2500/- per Unit.

### **SCHEDULE-F**

#### **(PROJECT BASIC INFORMATION)**

- Total Number of Unit/Flat (Space wise): 133

- Number Of Block: 2 (Two) Comprising of “PHASE-1” Building (BLOCK A) & “PHASE-2” Building (BLOCK B)
- Detail of Sanction date of sanction and Authority: Sanction No: 1433 dated 29/06/2019 by Barasat Municipality.
- Provisional Fire NOC No & Obtained on: MEMO NO: IND/WB/FES/20182019/42218, Dated: 12/06/2019.
- NOC From AAI For Height Clearance obtained : NOC ID: KOLK/EAST/B/051019/393849 Dated: 13-05-2019
- Date of starting of Works And Mention Blocks: 06/08/2019 For Phase– 1 Building(Block A) & 20/01/2020 For Phase-2 Building (Block B)
- Estimated Date of Delivery : For Phase– 1 Building(Block A) , Date - February 2021
- Estimated date of C.C.: For Phase– 1 Building (Block A), Date - June, 2021.
- Estimated date of Delivery : For Phase-2 Building (Block B), Date - January 2022
- Estimated date of C.C. : Block -2, Date - June, 2022

PHASE 1									
RESIDENTIAL FLATS (1ST TO 7TH FLOOR)									
FLAT TYPE IN TYPICAL FLOOR (1ST TO 7TH)	BHK TYPE	OPEN TERRACE AREA IN 1ST FLOOR (SQ.M)	OPEN TERRACE AREA IN 1ST FLOOR (SQ.FT)	CARPET AREA (SQ.M)	CARPET AREA (SQ.FT)	BALCONY AREA (SQ.M)	BALCONY AREA (SQ.FT)	B.U (SQ.M)	BUILT UP AREA (SQ.FT)
FLAT A	3BHK	0	0	66.02	711	12.77	137	86.10	927
FLAT B	1BHK	0	0	31.37	338	0.00	0	35.36	381
FLAT C	3BHK	0	0	60.32	649	4.50	48	71.45	769
FLAT D	3BHK	10	108	59.57	641	4.50	48	70.55	759
FLAT E	2BHK	13.41	144	52.9	569	3.60	39	61.99	667
FLAT F	3BHK	14.97	161	59.47	640	2.88	31	68.42	736
FLAT G	3BHK	8.97	97	59.65	642	4.08	44	69.91	753
FLAT H	2BHK	0	0	50.34	542	3.00	32	59.11	636



FLAT J	2BHK	4.69	50	49.02	528	4.80	52	59.79	644
<i>AREA IN TYPICAL FLOOR</i>			<b>560</b>		<b>5260</b>		<b>432</b>	583	6272
<i>AREA IN 7 FLOORs</i>			<b>560</b>		<b>36820</b>		<b>3024</b>	<b>4079</b>	<b>43904</b>
<i>COMMERCIAL AREA</i>	<i>TYPE</i>			<i>HIRA CARPET AREA (SQ.M)</i>	<i>HIRA CARPET AREA (SQ.FT)</i>	<i>BALCONY AREA (SQ.M)</i>	<i>BALCONY AREA (SQ.FT)</i>	<i>B.U (SQ.M)</i>	<i>B.U (SQ.F T)</i>
IN GROUND FLR	RETAIL			256.33	2759			275.05	2961
PARKING AREA IN GROUND								308.77	3324

PHASE 2									
RESIDENTIAL FLATS (1ST TO 7TH FLOOR)									
FLAT TYPE IN TYPICAL FLOOR (1ST TO 7TH)	BHK TYPE	OPEN TERRACE AREA IN 1ST FLOOR (SQ.M)	OPEN TERRACE AREA IN 1ST FLOOR (SQ.FT)	CARPET AREA (SQ.M)	CARPET AREA (SQ.FT)	BALCONY AREA (SQ.M)	BALCONY AREA (SQ.FT)	B.U (SQ.M)	BUILT UP AREA (SQ.FT)
FLAT K	2BHK	18.77	202	53.71	578	3.93	42	64.15	691
FLAT L	2BHK	4	43	52.62	566	6.94	75	64.90	699
FLAT M	2BHK	4.4	47	52.94	570	7.37	79	65.60	706
FLAT N	3BHK	14.04	151	61.47	662	7.37	79	75.26	810
FLAT P	2BHK	4.32	47	52.73	568	6.94	75	65.23	702
FLAT Q	3BHK	18.28	197	60.69	653	8.27	89	76.09	819
FLAT R	3BHK	5.28	57	64.21	691	11.88	128	83.90	903
FLAT S	3BHK	11.46	123	60.82	655	9.26	100	77.07	830
FLAT T	3BHK	16.62	179	59.94	645	6.18	67	72.60	781
FLAT U	2BHK	5.16	56	44.63	480	6.34	68	56.12	604
<i>AREA IN TYPICAL FLOOR</i>			<b>1101</b>		<b>6068</b>		<b>802</b>	<b>701</b>	<b>7545</b>
<i>AREA IN 7 FLOORs</i>			<b>1101</b>		<b>42478</b>		<b>5612</b>	<b>4906</b>	<b>52813</b>
<i>PARKING AREA</i>								<i>B.U (SQ.M)</i>	<i>B.U SQ.FT</i>
IN GROUND FLR								727.28	7826
IN BASEMENT								925.21	9959

## **SCHEDULE – G**

### **(Covenants)**

The Allottee covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the west Bengal apartment Ownership Act, 1972 (Association) wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the owners, right and entitlement of the promoter/Developer, the sanctioned plans, all the background papers, the right of the owners and the promoter to enter into this Agreement, the scheme of development described in this agreement and the extent of the rights being granted in favour of the allottee and the negative covenants mentioned in this Agreement and the allottee hereby accepts the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The allottee, upon full satisfaction and with complete knowledge of the common areas (described in schedule E above) and Specification (described in Schedule D above) and all other ancillary matters, is entering into this agreement. The Allottee has examined and is acquainted with the said complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the said Tower/Building and/or the said complex and/or the Larger Property and/or the Whole Project save and except the said Apartment and Appurtenances.
3. **Facility Manager:** The Promoter/Developer could have handed over the management and upkeep of all common areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the said complex (2) the facility manager shall levy and collect the common expenses/maintenance charges (3) the Allottee shall be bound to pay the common expenses/maintenance charges to the facility manager (4) the facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) the facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottee of the said complex /whole Project

4. **Allottee to Mutate and pay Rates & Taxes :** The allottee shall (1) pay the HGP Tax, surcharge, levies cess etc. (collectively Rates & Taxes) (proportionately for the said Tower/Building and/or the said complex and wholly for the said Apartment and Appurtenances and until the said Apartment and Appurtenances is separately mutated and assessed in favor of the Allottee, on the basis of the bills to be raised by the Promoter/Developer the Association (upon formation)/ the Apex Body ( upon formation), such bills being conclusive proof of the liability of the allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction of abatement in the bills of the Promoter / the Facility Manager or the association (upon formation) the apex body (upon formation).
5. **Allottee to Pay Common Expenses/Maintenance Charges :** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer the facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the allottee shall not claim any deduction or abatement in the bills relating to common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/developer the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Allottee to pay interest for delay and/or Default :** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer the Facility Manager/the Association (upon formation), within 7 days of presentation thereof, failing which the allottee shall pay interest @ 2% per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain for more than 2 months, all common services shall be discontinued to the allottee and the Allottee shall be disallowed from using the common areas of the real estate project/Whole Project included Amenities.
7. **Promoter'/Developer's Charge/Lien :** The Promoter shall have first charge and/or lien over the said apartment and appurtenances for all amounts due and payable by the allottee to the Promoter/Developer provided however if the said apartment and

appurtenances is purchased with assistance of financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.

8. **No Obstruction by Allottee to Further construction :** Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to construct further floors on and above the top roof of the said tower/building and/or make other constructions elsewhere on the Said Complex and/or whole Project and the allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the common Areas for movement of building materials and for other purposes and the allottee shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Allottee:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. **Variable Nature of Land Share and Share In Common Portions :** The allottee fully comprehends and accepts that (1) the Share In common Areas is a notional proportion that the said apartment bears to the currently proposed area of the said tower/building /real estate project (2) if the area of the said Tower/Building/Real Estate Project is recomputed by the Promoter/Developer, then the Share in Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (Including diminution) therein (3) the allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share in common areas are not divisible and partible and the allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
11. **Allottee to Participate in Formation of Association and Apex Body:** The allottee admits and accepts that the allottee and other intending allottees of apartments in the Said Complex shall form the Association and the allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body

with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said complex (Apex Body). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign,. Execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottee further admits and accepts that the allottee shall ensure and not object to the association joining the Apex Body.

**12. Obligations of Allottee :** The Allottee shall :

- (a) **Co-operate in Management and Maintenance :** co-operate in the management and maintenance of the Said Tower/Building, the real Estate Project, the Whole Project and the said complex by the Promoter/Developer the Facility Manager/the Association (upon formation)/ the Apex Body (upon formation).
- (b) **Observing Rules :** observe the rules framed from time to time by the Promoter/Developer the Facility Manager / the Association (upon formation)/ the Apex Body (upon formation) for the beneficial common enjoyment of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex.
- (c) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling :** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided there for, ensuring that no inconvenience is caused to the Promoter/Developer or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the said complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Tower/Building, the Project Property, and outside walls of the Said Tower / Building save in the manner indicated by the Promoter/the Facility Manager/ the association ( upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

- (e) **Residential Use** : use the said apartment for residential purpose only. Under no circumstances shall the allottee use or allow the said apartment to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the said apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration** : not alter, modify or in any manner change the (1) elevation and exterior color scheme of the said apartment and the said tower/building and (2) design and/or the color scheme of the windows, grills and the main door of the Said apartment. In the event the allottee makes any alterations/changes, the allottee shall compensate the Promoter/Developer the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer the association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations**: not alter, modify or in any manner change the structure or any civil construction in the said apartment and appurtenances or the common areas or the said tower/building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Tower/Building and/or on any external part of the Said Tower/Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The allottee shall install pipe lines and ledge only at such places, as be specified and prescribed by the Promoter/Developer. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter/Developer, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Tower/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out -door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out -door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not sub-divide the Said Apartment and appurtenances and the common areas, under any circumstances.
- (i) **Trade Mark Restriction :** not to use the name/mark *WESTROAD* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the said apartment and if the allottee does so, the allottee shall be liable to pay damages to the promoter/Developer and shall further be liable for prosecution for use of the mark *WESTROAD*.
- (j) **No Changing Name :** not change/alter/modify the names of the Said Tower/Building and the Said Complex from that mentioned in this Agreement.
- (k) **No Nuisance and Disturbance :** Not use the said apartment or the common areas or the said parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the said tower/Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage :** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to promoter/Facility Manager/Association/ Apex Body :** not obstruct the Promoter/the facility Manager/the Association (upon formation)/the apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the said tower/building and/or the said complex / whole Project/Project Property and selling or granting rights to any person on any part of the said tower/building/ said complex / whole Project / project property (excepting the said apartment and the said Parking space, if any).
- (n) **No Obstruction of common areas :** not obstruct path ways and passages or use the same for any purpose other than for ingress to and egress from the said apartment and the said parking space, if any.
- (o) **No violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/ the Association (upon formation)/ the Apex Body ( upon formation) for the use of the Common areas.

- (p) **No Throwing Refuse** : not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated there for
- (q) **No Injurious Activities** : not carry on or cause to be carried on any obnoxious or injurious activity in or through the said apartment, the said parking space, if any or the common areas.
- (r) **No storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the common areas or outside walls of the said apartment/ said tower/building/ said complex save at the place or places provided there for provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
- (t) **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (u) **No Installing Generator:** not install or keep or run any generator in the said Apartment and the said Parking space, if any.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of water:** not misuse or permit to be misused the water supply to the said Apartment , (as per rules of water permit).
- (x) **No damage to Common Areas:** not damage the common areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the



said apartment and/or the common areas, as per statutory requirements. The allottee hereby understands and accepts that as per them present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the allottee shall not violate any terms of the statutory requirements/fire norms.

- .1 **Notification regarding Letting/Transfer :** If the Allottee lets out or sells the Said Apartment And appurtenances, the Allottee shall immediately notify the Facility Manager/ the Association (upon formation )/ the Apex Body ( upon formation) of the tenant's/allottees address and telephone number.
- .2 **No Objection to Construction:** Notwithstanding anything contained in this agreement, the Allottee has accepted the scheme of the Promoter/Developer to construct/develop the said complex/Whole Project in phases and to construct on other portions of the Larger Property/ Proposed Adjoining Land and hence the Allottee has no objection to the continuance of construction in the other portions of the Larger Property/ the Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction /developmental activity.
- .3 **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the allottee shall not have any right in the other portions of the Larger Property/the Proposed Adjoining Land/the Said complex and the Allottee shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Larger Property/ the Proposed Adjoining Land/ the Said Complex.
- .4 **Roof Rights:** A demarcated portion of the top roof of the Said Tower/Building shall remain common to all owners of the Said Tower/ Building (Common roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the

balance of the top roof of the said tower/ building shall belong to the Promoter/Developer with right of exclusive transfer and the allottee specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Tower/Building as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Tower/ Building.

- .5 **Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use). In the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, decide hoarding/board sites.
- .6 **Membership Fee, Security deposit and monthly subscription :** The allottee understands and accepts that (1) the Allottee does not have to pay any membership fee for membership of the said Owner's Association as the total price includes the membership fee but future transferees of the Allottee may have to pay separate amounts towards membership fee (2) the allottee may have to pay a one-time interest free security deposit for use of credit facilities at the said Owner's Association and (3) the allottee will have to pay a fixed monthly subscription for membership of the said association, irrespective of whether the allottee resides at the said apartment which shall be determined at the time of opening of the said association, at the sole discretion of the promoter/Developer and this shall be in addition to the common expenses/ maintenance charges.
- **Nomination :** The Allottee admits and accepts that before the execution and registration of conveyance deed of the said apartment and appurtenances, the allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the

Promoter/Developer subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the below mentioned conditions:

- (a) The Allottee shall make payment of all dues of the Promoter/Developer in terms of this Agreement, up to the time of nomination.
- (b) The Allottee shall obtain prior written permission of the Promoter/Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter/Developer.
- (c) The allottee shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards this Agreement for Sale.
- (d) Subject to the approval and acceptance of the Promoter/Developer and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this agreement to parent, spouse and children without payment of the aforesaid transfer charge.

**SCHEDULE – H**  
**(Common expenses.)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Tower/Building and the said Complex and the road net work, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing painting decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas (including the exterior or interior (but not inside any apartment) walls of the Said Tower/Building ) and the road net work, STP etc.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
  
7. **Rates and Taxes:** Municipal Tax, surcharge, water tax and other levies in respect of the Said Tower/Building and the said Complex save those separately assessed on the Allottee.
  
8. **Staff :**The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
  
9. **Fire Fighting :** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

**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 on the day, month and year first above written.**

**Witnesses :**

1. \_\_\_\_\_

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**Authorized Signatory (Owners)**

2. \_\_\_\_\_

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**Authorized Signatory (Promoter)**

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**(Allottee)**

**MEMO OF CONSIDERATION**

Received from the above named Purchasers a sum of **Rs.....**/(Rupees ..... )**only**,towards consideration money by Cash / Cheque / Demand Draft.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.

**Total : Rs.....**/(Rupees ..... ) **only**,

**WITNESSES:-**

1. Being the constituted attorney  
of Landowners 1 to 6 & Self
  
- 2.

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**Authorized Signatory (Promoter/Developer)**