

## AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BY AND BETWEEN

**M/S. NORTECH PROPERTY PRIVATE LIMITED, (PAN : AACCN0602N)**, a Private Limited Company, within the meaning of the Companies Act , 1956 as extended by the Companies Act 2013, having its Registered Office at **17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700 026** and represented by its Director, **SRI ANIRUDH MODI**, son of Sri Ashok Kumar Modi, holder of **PAN: ACUPM7446C**, by faith – Hindu, by Occupation – Business, by Nationality – Indian, working for gain at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. formerly – Lake and now Rabindra Sarobar, Kolkata 700 026, hereinafter, referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in-interest, and permitted assigns) of the **FIRST PART**;

AND

**M/S. ASIATIC BOARD MILLS PRIVATE LIMITED, (PAN:AACCA1998A)** a Private Limited Company, within the meaning of the Companies Act , 1956 as extended by the Companies Act 2013, having its office at 29-B, Beer Para Lane, P. O. & P.S. - Chitpur, Kolkata-700 030, represented by its director, **SRI ANUP GUPTA**, son of Late Sital Prasad Gupta, holder of **PAN: AHMPG3857C**, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, working for gain at 17/1 Lansdowne Terrace, P.O- Kalighat, P.S- formerly –Lake and now Rabindra Sarobar, Kolkata – 700 026, hereinafter called and referred to as the "**OWNER**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **ONE PART**

AND

(1) **MR.** \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, holding **PAN : \_\_\_\_\_**, by Occupation - \_\_\_\_\_, by Nationality – Indian, by Faith - \_\_\_\_\_ AND  
(2) **MRS.** \_\_\_\_\_, wife of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, holding **PAN : \_\_\_\_\_**, by Occupation - \_\_\_\_\_, by Nationality – Indian, by Faith - \_\_\_\_\_, both presently residing at \_\_\_\_\_, P. S. : \_\_\_\_\_, hereinafter, jointly, called and referred to as the '**ALLOTTEE**' (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART**. "

The Promoter, Owners and Allottee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

### WHEREAS:

The Owners herein jointly owns ALL THAT pieces and parcels of land measuring 110 ( One Hundred

Ten) Kattah 02 (Two) Chittaks 09 (Nine) Square Feet, commonly known as Premises No. – 24 Beer Para Lane, Kolkata - 700 030, P. O. & P. S. - Chitpur, within Kolkata Municipal Corporation Ward No. - 04 under Borough No. – I, West Bengal (“Owner”) (more fully described in Part I of Schedule A hereunder) (“Land”) unto and in favour of Owner.

The Owners and the Promoter have entered into a development agreement dated 29th January 2019 registered at the office of the Additional Registrar of Assurances - I, Kolkata and recorded in Book No. 1, CD Volume No -----, Pages ----- to -----, Being No. 00717 for the year 2019 (“Development Agreement”) for the purpose of development by the Promoter a real estate project over the Land. The Owners have also granted to the Promoter a power of attorney dated 31st January, 2019 registered at the office of the Additional Registrar of Assurances I, Kolkata and recorded in Book No. - I, CD Volume No. -----, Pages ----- to -----, Being No. ----- for the year 2019 (“POA”). The Land is earmarked for the purpose of developing a residential real estate project comprising of 4 (Four) number of Towers, (“Building”) and the said project shall be known as “THE FOREST” (“Project”);

In terms of the Development Agreement and the POA, the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners regarding the Land on which Project is to be constructed have been completed;

The Promoter has commenced construction at the said Land;

The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the units and the building from Kolkata Municipal Corporation. 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;

The Promoter caused the said housing project to be registered in accordance with the provisions of West Bengal Housing Industry Regulatory Authority Act (hereinafter referred to as the said ACT) under Registration No. -----.

The Allottees had applied for a Unit in the Project and has been allotted the Unit no. \_\_\_\_\_ having carpet area of \_\_\_\_ square feet in Block – ‘-----2’ and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [----] square feet aggregating to Net Area of [-----] square feet:

AREA	Sq. Ft
Carpet Area of Unit	-----
EBVT Area	-----
Net Area = (Carpet Area of Unit + EBVT Area)	-----

on 8th floor in the Building (“Unit”) together with right to park 1 (one) number of Covered Car Parking

Space on the Ground floor of the said Premises, (“Garage”) as permissible under the applicable law and of pro rata share in the Common Areas (defined hereinafter) (the Unit and Car parking Space hereinafter collectively referred to as the "Apartment”, more particularly described in Part II of Schedule A and the floor plan of the Apartment are annexed hereto and marked as Schedule B);

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottees, the Promoter has given inspection to the Allottees of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act.

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;

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;

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 Allottees hereby agrees to purchase the Apartment on ownership basis and the garage/covered parking (if applicable) as specified in Recital .

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:

## **DEFINITIONS AND INTERPRETATIONS**

### **Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"**Act**" means the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"**APARTMENT**" shall have the meaning ascribed to it in Recital;

"**APARTMENT ACQUIRERS**" shall mean persons who acquire apartments in the Project;

"**APPLICABLE INTEREST RATE**" shall mean the rate of interest prescribed under the Act from time to time;

"**APPLICABLE LAW**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

“**APPLICATION MONEY**” shall have the meaning ascribed to it in Clause 1.11;

**APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project.

**ARCHITECT** shall mean M/S. ----- of ----- or any other firm or architects appointed by the Seller.

**ASSOCIATION** shall mean the Association of Flat owners which may be formed by the Seller in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Seller for taking control of the common parts and portions and for rendition of common services.

**ADVOCATES** shall mean Mr. Sanjay Kumar Jain of 9, Old China Bazar Street, Kolkata – 700 001 appointed by the Seller, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.

“**BOOKING AMOUNT**” shall mean 10% of the Total Consideration of the Apartment which includes the Application Money;

“**BUILDING**” shall have the meaning ascribed to it in Recital C; and

“**BUILDING COMMON AREAS**” shall mean with respect to the Tower, the areas, facilities and amenities specified in Schedule [E] which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Building; and

**CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Purchasers inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions.

“**CARPET AREA**” shall mean the net usable floor area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;

“**CANCELLATION CHARGES**” shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottees accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Promoter’s policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement.

**COMPLEX** shall mean the new building(s) to be constructed at the said Premises and to be commonly

known as **“THE FOREST”** or such other name as the Seller in its absolute discretion may deem fit and proper.

**COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written) for the common use and enjoyment of all the Allottees/occupiers of the Project;

**“COMMON EXPENSES”** shall include the proportionate share of common expenses briefly described and without limitation in Schedule [F] herein to be paid borne and contributed by the Allottees for rendition of common services;

**“COMMON RULES”** shall mean the rules and regulations specified in Schedule [G] to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

**COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Seller and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Purchaser making payment of proportionate share of such maintenance charges.

**“LAND”** shall have the same meaning as ascribed in Recital A of this Agreement; **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.

**DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Purchaser of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Seller to the Purchaser to take possession of the said Flat/Unit irrespective of whether the Purchaser takes actual physical possession of the said unit or not, whichever be earlier.

**DATE OF OFFER OF POSSESSION** (for fit outs) shall mean the date on which the SELLER shall endeavor to make available to the Purchasers the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Seller plus fifteen days.

**DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)

**FLATS/UNITS** shall mean independent and self-contained flats/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Seller at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.

**HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated

**LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project

**NEW BUILDING/s** shall mean the New Building and/or buildings to be constructed by the Seller at the said Property in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed

independently of each other on ownership basis.

**OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Purchaser

**PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing No. **2018010190 dated 28.01.2019** and shall include all modifications or variations as may be made by the Seller from time to time with prior sanction from the authorities concerned if required.

**PREMISES** shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in PART II of the FIRST SCHEDULE hereunder written).

**PURCHASER** shall be deemed to mean and include :-

In case the Purchaser be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.

In case the Purchaser be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.

In case the Purchaser be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

In case the Purchaser be a company, then its successors or successors-in-interest.

In case the Purchaser be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

**PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Purchasers or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)

**POSSESSION** shall mean the date on which possession is made over by the Seller to the Purchaser after occupancy certificate is obtained

**READY TO MOVE IN** For the purpose of this para 'ready to move in possession' shall mean that the flat/unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

**SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Flat/Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor in Block No. \_\_\_\_\_ forming part of the said Housing Complex (more fully and particularly mentioned and described in PART I of the SECOND SCHEDULE hereunder written with fittings and fixtures to be provided therein by the Seller as mentioned in the Sixth Schedule hereunder written together with Purchaser proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space if so specifically and expressly mentioned and described in the within stated PART-II of the SECOND SCHEDULE hereunder written)

**SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Purchaser and to be determined by the Seller in its absolute discretion.

**SELLER** shall mean the said **NORTECH PROPERTY PRIVATE LIMITED** and shall mean and include its successor and/or successors in office/interest and assigns.

**SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

**SECURITY DEPOSIT** shall mean the fund to be created for the purpose of meeting day to day maintenance charges as well as the capital expenses and other incidentals thereto which may be necessary from time to time in respect of the said building. The Purchaser shall keep deposited the amount in respect of Security Deposit, as stated in the hereunder , with the Developer and the said Deposit money shall not bear any interest and the said amount will be transferred by the Vendor/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

**SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Seller and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Seller and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Seller and/or the Association in their absolute discretion.

**TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.

**TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Purchaser to

the Seller in terms of this agreement.

“**EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA**” or “**EBVT Area**” shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottees.

“**EXTRAS & DEPOSITS**” shall mean the costs and deposits specified in Clause 1.2.2 herein to be paid by the Allottees to the Promoter in the manner hereinafter provided;

“**FORCE MAJEURE**” shall have the meaning ascribed to it in the Act;

“**MAINTENANCE CHARGES**” shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

“**MUTUAL EASEMENTS AND RESERVED MATTERS**” shall mean the easements and rights specified in Schedule [H] herein and reserved to the Promoter and/or the Association; “**Net Area**” shall mean sum of the carpet area of the Unit and EBVT area. “**Garage**” shall have the meaning ascribed to it in Recital H;

“**PAYMENT PLAN**” shall mean the schedule of payment prescribed in Schedule C;

“**RULES**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

“**REGULATIONS**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

“**SECTION**” means a section of the Act; and

“**UNIT**” shall mean each unit of occupancy in the Project, being a Flat and the expression “**units**” shall be construed accordingly.

### **Interpretation**

Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

Words in singular shall include the plural and vice versa.

Reference to a gender includes a reference to all other genders.

A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;

The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and

Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

### **TERMS:**



Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase the Apartment as specified in Recital .

The Total Consideration of Apartment is Rs. -----/- (Rupees ----- Only) (“Total Consideration of Apartment”).

Apartment No. ----- Floor 8th	Rate of Apartment per square foot of carpet area : Rs. -----
Cost of apartment	Rs. -----/-
Cost of exclusive balcony or verandah areas	Rs. -----/-
Cost of exclusive open terrace	Rs. N.A.
Preferential Location Charges	Rs. N. A.
Cost of Car Park –	Rs. -----/-
Consideration for the Apartment	Rs. -----/-

The Total Extras and deposits in respect of Apartment is Rs. -----/- (Rupees -----) (“Total Extras and Deposits”).

Extras and Deposits :	
<b>Advance Maintenance Charges-</b> This amount is payable towards advance against maintenance charges for the said Apartment	Rs. -----/-
<b>Security Deposit -</b> Interest free security deposit amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes, if any, and the balance amount shall be transferred to the Association.	Rs. -----/-
<b>Security Deposit -</b> This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	Rs. -----/-

<b>HT Line &amp; Electricity Charges-</b> This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with <b>CESC</b> any other electricity supply agency for providing and installing transformer at the said Project.  Provided the Allottees shall pay the Deposit to ----- / any other electricity supply agency directly on account of Individual Meter.	Rs. -----/-
<b>Legal and Documentation Charges</b>	Rs. -----/-
<b>Association Formation Charges</b>	Rs. -----/-
<b>Diesel Generator Power Backup-</b> Generator charges for limited back up	Rs. -----/-
<b>Property tax deposit-</b> This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	Rs. -----/-
<b>Total Extras and Deposits (in Rupees)</b>	<b>Rs. ----- /-</b>

The Total Taxes (GST) paid in respect of Apartment is Rs. -----/- (Rupees -----) (“Total Tax”) however the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Allottees undertakes and confirms to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Promoter

Explanation:

The Total Consideration of Apartment above includes the booking amount paid by the Allottees to the Promoter towards the [Apartment];

The Total Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 includes Taxes (consisting of tax paid or payable by the Promoter 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 payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottees and the project to the association of allottees or the, competent authority, as the case may be, after obtaining the completion certificate:

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

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

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottees directly to the concerned Electricity Department

The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottees 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;

The Total Price of Apartment includes interalia recovery of price of land, construction of the Apartment, if any, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**TDS:** The tax deduction at source (TDS) under section 194 – IA of the Income Tax Act, 1961, shall be deducted by the Allottee(s) on the consideration payable to the Promoter, if applicable, and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottees under this agreement and the amount thereof shall be treated as outstanding

The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 is escalation-free, save and except increases which the Allottees hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees 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 Allottees, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottees.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule [C] ("Payment Plan").

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule [D] (which shall be in conformity with the advertisement, prospectus etc. on the basis of

which sale is effected) in respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such changes or alterations as per the provisions of the Act.

The Promoter shall confirm to the net area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the net area. The total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 payable for the net area shall be recalculated upon confirmation by the Promoter. If there is reduction more than 2% in the net area then the Promoter shall refund the excess money paid by Allottees within 45 (forty-five) days. If there is any increase more than 2% in the carpet area allotted to Allottees, the Promoter may demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2.1 of this Agreement.

In case of any dispute on the measurement of the Net area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.

Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottees shall have the right to the Apartment as mentioned below:

The Allottees shall have exclusive ownership rights of the Unit and the Car parking Space;

The Allottees shall also have the right of use of undivided proportionate share in the rights of the Common Areas. Since the share interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

The Allottees has the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case may be, upon giving prior intimation of 3 (three) days to the Promoter. The Promoter including Project staffs shall not be liable for any untoward incident or accident.

The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Building(s) and Common Areas including common facilities and amenities.

It is made clear by the Promoter and the Allottees agrees that the Apartment along with the Garage 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 Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose

of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

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

Out of the Booking Amount, the Allottees has paid a sum of Rs. -----/- ( Rupees ----- Only) as application money ("Application Money") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. On or before the Effective Date the Allottees has paid the balance Booking Amount of Rs. -----/- (Rupees ----- Only). The Booking Amount forms part of the Total Consideration of Apartment, Total Tax and the Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 and the Allottees hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottees delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of escrow account with '**NORTECH PROPERTY PRIVATE LIMITED**' with **AXIS BANK LIMITED**, payable at Kolkata.

**COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of

Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

**ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottees authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Apartment, if any, in their names and the Allottees undertake not to object/demand/direct the Promoter to adjust their payments in any manner.

**TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottees and the common areas to the Association or the competent authority, as the case may be.

**CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the such authorities 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 breach of this term by the Promoter shall constitute a material breach of the Agreement.

**POSSESSION OF THE APARTMENT:**

**SCHEDULE FOR POSSESSION OF THE APARTMENT**

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottees and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along

with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on **31.12.2023** unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. However, if the said Apartment is made ready prior to the Completion Date, the Allottees undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount (less any taxes collected from the Allottees) received by the Promoter, from the allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottees about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

#### **PROCEDURE FOR TAKING POSSESSION**

Upon obtaining the completion/occupancy certificate from the competent authority and subject to the Allottees is not in breach of any of his obligations under this Agreement, the Promoter shall offer in writing the possession of the Apartment, to the Allottees in terms of this Agreement to be taken within 30 Days from the date of issue of completion/occupancy certificate. [Provided that, in the absence of local law, the deed of Conveyance in favour of the Allottees shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Promoter/Association, as the case may be, after the issuance of the completion certificate for the Project. The Promoter shall hand over the photo copy completion/occupancy certificate of the Apartment to the Allottees at the time of conveyance of the same.

#### **Failure of Allottees to take Possession of Apartment**

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottees shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Apartment to the Allottees. In case the Allottees fails to take possession within the time provided in Clause 7.2, such Allottees shall continue to be liable to pay Maintenance Charges as specified in Clause 7.2 (“Deemed Possession”) and also pay demurrage charges to the Promoter at the rate of Rs. 5,000/- (Rupees Five

thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee (s) takes the possession of the apartment.

#### Possession by the Allottees

After obtaining the completion/occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate.

#### Cancellation by Allottee

The Allottees shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that subject to clause 7.5 (ii) below, where the Allottees proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottees shall serve a 2 (two) months' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottees shall, subject to clause 7.5(iii) below, be returned by the Promoter to the Allottees within 45 (forty-five) days of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the 'Deed of Cancellation'.

Where the Allottees proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottees shall be entitled to exercise such right of termination only if on the date when the Allottees so expresses his intent to terminate this Agreement, the Total Consideration of Apartment then prevailing for transfer of an Apartment in the Project is not less than the Total Consideration of Apartment payable by the Allottees under this Agreement, and the Allottees agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottees.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

#### **COMPENSATION**

The Promoter/ Owner shall compensate the Allottees in case of any loss caused to him due to defective title of the Land, on which the Project is being developed or has been developed, in the manner as provided under 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.



**REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter and the Owner hereby represents and warrants to the Allottees as follows:

The Owner has absolute, clear and marketable title with respect to the Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;

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

There are no encumbrances upon the Land or the Project as on the Effective Date;

There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;

All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas;

The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;

The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;

The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottees in the manner contemplated in this Agreement;

At the time of execution of the deed of conveyance the Promoter shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottees and the Common Areas to the Association or the competent authority, as the case may be;

The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;

The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, 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 possession of Apartment along with Common Areas

(equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the Association or the competent authority, as the case may be; and

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

**EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottees is entitled to the following:  
Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or

The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottees under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottees does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottees within 45 (forty-five) days of it becoming due.

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

cess, assessments and impositions.

The Allottees shall be considered under a condition of default, on the occurrence of the following events: In case the Allottees fails to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottees in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index)

In case of default by Allottees under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottees and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottees shall, subject to second proviso below, be returned by the Promoter to the Allottees within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation and this Agreement shall thereupon stand terminated:

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

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

The Allottee (s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Promoter or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottees, after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottees and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottees shall be, subject to proviso below, be returned by the Promoter to the Allottees within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be

payable subject to the execution of the Deed of Cancellation.

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

In the event construction of the wing or floor or the Building or the Project in which the Apartment is located has been stopped for a period of more than 12 (Twelve) months due to Applicable Law, the Promoter shall have the option to terminate this Agreement. In such an event the Promoter shall be liable to refund, subject to the proviso below, the entire money paid by the Allottees under any head whatsoever towards the sale of the Apartment, within 45 (forty-five) days of receiving the termination notice.

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

**DEED OF CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 under the Agreement from the Allottees, shall execute a deed of conveyance and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottees.

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

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

**MAINTENANCE OF THE BUILDING /APARTMENT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon the issuance of the completion certificate

of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned in clause 1.2.2 of the Apartment. In case the formation of the Association is delayed due no fault of the Promoter; the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

**DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottees (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

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

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

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

**USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, as located within the Project, shall be ear-marked 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, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottees 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 for rendering maintenance services.

### **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

### **DISHONOUR OF PAYMENT INSTRUMENTS**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottees for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottees of the dishonour of the cheque and the Allottees would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottees comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

### **RAISING OF FINANCE BY ALLOTTEES**

The Allottees may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottees shall remain bound by this

Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.

#### **RAISING OF FINANCE BY PROMOTER**

The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables however the Promoter shall not mortgage or create a charge on the Apartment after execution of this Agreement 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 Allottees who has taken or agreed to take such Apartment.

#### **DEEMED POSSESSION**

It is understood by the Allottees that even if the Allottees fails to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottees shall be deemed to have taken possession on the 15 days from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottees takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

On and from the Possession Date:

The Apartment shall be at the sole risk and cost of the Allottees and the Promoter shall have no liability or concern thereof;

The Allottees shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;

All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottees proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottees, with effect from the Possession Date.

All other expenses necessary and incidental to the management and maintenance of the Project.

#### **RIGHT OF ALLOTTEES TO USE COMMON AREAS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**

The Allottees hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter (or Association) and performance by the Allottees of all his obligations in respect of the terms and conditions specified by the Promoter or the Association from time to time.

#### **ADDITIONS OR REPLACEMENTS**

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc.

require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on pro-rata basis as specified by the Association. The Promoter and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottees agrees to abide by the same.

## **MAINTENANCE AND ASSOCIATION**

### **Maintenance**

Upon completion of the Project the Promoter will hand over its management for maintenance to the Association for which the Allottees may be required to execute an agreement (“Maintenance Agreement”) with the Association. The Allottees will be required to complete the formalities of becoming a member of the Association. The Allottees shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Allottees and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottees.

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottees shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Promoter and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottees fails to pay: (i) the Allottees shall not be entitled to avail any maintenance services; (ii) interest @ 12% per annum will become payable by the Allottees; and (iii) the Promoter/Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment the advance maintenance charges falls below the six months average of the Maintenance Charges, then the Allottees shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

### **Interim Maintenance Period:**

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

The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis, if any.



The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.

After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

#### **COVENANTS OF THE ALLOTTEES :**

##### **Apartment use**

The Allottees shall not use the Apartment or permit the same to be used for purpose other than the purpose mentioned in Recital 'C' or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

##### **Hazardous materials**

The Allottees shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

##### **Additions**

The Allottees shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottees, then all necessary permissions from the authorities, if required, will be obtained by the Allottees directly at his own cost. In any case the Allottees shall not be entitled to carry out any structural changes in the Building and Apartment.

##### **Co-operation**

The Allottees shall at all times co-operate with the other Allottees/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

##### **Transfer**

The Allottees shall not transfer or sell the rights under this Agreement without prior written permission from the Promoter till such time as all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Apartment, the Allottees shall pay a transfer fee of Rs.50/- (Rupees Fifty only). Such transfer however shall be permissible only if the first instalment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

**Taxes**

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottees.

**Common Rules**

The Allottees shall abide by and adhere to the Common Rules specified in Schedule [G] herein from time to time.

**Common Expenses**

The Allottees pay on due dates the Common Expenses specified in Schedule [F] herein from time to time.

**Model Unit**

The Allottees agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Unit and the Allottees shall not be entitled to raise any claim for such variation.

**Construction Progress Linked Payment Plan**

The Allottees(s) acknowledges that he/her/it has chosen the “Construction Progress Linked Payment Plan” since it offers several advantages to the Allottees(s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottees. This significantly reduces the risk of the Allottees as compared to the “Time Linked Payment Plan” option and the Allottees has entered into this Agreement after taking into account the advantages and risks of the “Construction Progress Linked Payment Plan”.

**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.

**ADDITIONAL CONSTRUCTIONS**

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

**BINDING EFFECT:**

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the

concerned office of the Registrar of Assurances -IV at [Kolkata] as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the office of the Registrar of Assurances -IV for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and the Promoter shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottees shall be, subject to proviso below, be returned by the Promoter to the Allottees within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

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

**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/ building, as the case may be.

**RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES/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.

**WAIVER NOT A LIMITATION TO ENFORCE:**

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

Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof

shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottees 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 Apartment in the Project.

**FURTHER ASSURANCES**

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.

**PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office; or at some other place, which may be mutually agreed between the Promoter and the Allottees, in [ ] after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurances-IV at [Kolkata]. Hence this Agreement shall be deemed to have been executed at Kolkata.

**NOTICES**

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

**ALLOTEES :**

----- (Name of Allottees)

----- (Allottees Address)

**PROMOTER:**

**M/S. NORTECH PROPERTY PRIVATE LIMITED**

**17/1, Lansdowne Terrace, Kolkata – 700 026**

It shall be the duty of the Allottees and the Promoter 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 Allottees, as the case may be.

**JOINT ALLOTTEES:**

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

**SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottees in respect of the apartment or building, as the case may be, prior to the execution and registration of this Agreement for such apartment or building, as the case may be, shall not be construed to limit the rights and interests of the Allottees under the Agreement or under the Act or the Rules or the Regulations made thereunder.

**APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoter showing compliance of various laws/ regulations as applicable in the state of West Bengal.

**GOVERNING LAW:**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.

**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 or as amended from time to time.

### OTHER TERMS AND CONDITIONS

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

#### Extras

As mentioned in Clause 1.2.2 of this Agreement, the Allottees has agreed to pay the following amount to the Promoter (Extras & Deposits):

<b>Extras and Deposits :</b>	
<b>Advance Maintenance Charges-</b> This amount is payable towards advance against maintenance charges for the said Apartment	Rs. -----/-
<b>Security Deposit -</b> Interest free security deposit amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes, if any, and the balance amount shall be transferred to the Association.	Rs. -----/-
<b>HT Line &amp; Electricity Charges-</b> This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC for providing and installing transformer at the said Project. Provided the Allottees shall pay the Deposit to CESC directly on account of Individual Meter.	Rs.-----/-
<b>Legal and Documentation Charges</b>	Rs.-----/-
<b>Association Formation Charges</b>	Rs. -----/-
<b>Diesel Generator Power Backup-</b> Generator charges for limited back up	Rs. -----/-
<b>Property tax deposit-</b> This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	Rs. -----/-
<b>Total Extras and Deposits (in Rupees)</b>	<b>Rs. -----/-</b>

#### Electricity supply/DG back-up:

In case the Calcutta Electric Supply Company Limited (“CESC”) /any other electricity supply agency decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC any other electricity supply agency for such connection. The exact amount payable by the Allottees will be intimated to the Allottees before

possession. The amount of security deposit would be subject to revision as may be so decided by CESC / any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC / any other electricity supply agency, as per the norms of CESC / any other electricity supply agency. In such a case the Allottees may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

**Diesel generator power backup:**

Provision will be made for the installation of Diesel Generator (“DG”) for power backup to run the basic facilities in the Project. In addition to that, DG back up facility will also be made available for every apartment. The Allottees will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.

Payment of Total Consideration of Apartment, Total Tax and the Total Extras and Deposits prior to Possession:

The Allottees agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottees has paid the entirety of the Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottees in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Apartment.

**Schedule A Part – I (“Land”)**

ALL THAT the piece and parcel of land containing by estimation an area of **110 ( One Hundred Ten) Kattah 02 (Two) Chittaks 09 (Nine) Square Feet**, commonly known as Premises No. – 24 Beer Para Lane, Kolkata - 700 030, P. O. & P. S. - Chitpur, within Kolkata Municipal Corporation Ward No. - 04 under Borough No. – I, West Bengal together with all easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, Telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and butted and bounded as follows:

ON THE NORTH : Partly By Municipal Road and partly by Premises

No. 29C, Beerpara Lane.

ON THE SOUTH : By Umakanto Sen Lane and by Pres. Nos.7,8J, 8L/1A,

8M, 8N, 8P/1B & 8Q, Umakanto Sen Lane.

ON THE EAST: By Premises Nos. 21/1, 22/1, 23, 24/1 & thereafter

30’ wide Beerpara Lane.

ON THE WEST: By 14’ wide Municipal Road & Pres. Nos. 6/3D/1L, 29G,

29Q, Beerpara Lane.

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

**Part – II**  
**(“Apartment”)**

**ALL THAT** the Unit no. \_\_\_\_ having carpet area of \_\_\_\_ square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of \_\_\_\_ square feet aggregating to a Net area of \_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_ floor in the Building (“Unit”) **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the ground floor of the said premises to be specifically allotted and demarcated by the Vendor at the time of possession in the Ground floor, (“Garage”) now in course of construction on the said Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

**Schedule B**  
**[The floor plan of the Apartment]**  
**Schedule C**

Payment Schedule

Booking	10% of the total Consideration of Apartment + GST
On Agreement within 30 days of application	10% of the total Consideration of Apartment + GST
Piling completion	15% of the total Consideration of Apartment + GST
1 <sup>st</sup> floor casting completion	15% of the total Consideration of Apartment + GST
4 <sup>th</sup> floor casting completion	5% of the total Consideration of Apartment + GST
6th floor casting completion	5% of the total Consideration of Apartment + GST
8th floor casting completion	5% of the total Consideration of Apartment + GST
10th floor casting completion	5% of the total Consideration of Apartment + GST
Ultimate roof casting completion	5% of the total Consideration of Apartment + GST
Ultimate brickwork completion	5% of the total Consideration of Apartment + GST
Ultimate external plaster completion	10% of the total Consideration of Apartment + GST
On offer of possession	10% of the total Consideration of Apartment + 100% of extra charges & deposit + GST



## Schedule D

### [Specifications, Amenities, Facilities of the Apartment]

- Structure** : RCC-framed structure with anti-termite treatment in foundation. Cements used: *Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco\**.
- Brickwork** : Eco-friendly, premium brickwork with **Autoclaved aerated concrete (AAC) blocks** used for better quality, thermal insulation, reduction of damp.
- Elevation** : Modern elevation, conforming to contemporary designs.
- External Finish** : Paint by certified *Nerolac/Asian Paints/Berger applicator\**, and other effects as applicable.
- Lobby** : Beautifully decorated & painted lobby
- Doors & Hardware** : Quality wooden frames with solid core flush doors. Door handles of *Godrej/Hafele/ Yale\**. Main door with premium *stainless steel handle* and *eyehole*. Main Door Lock by *Godrej/ Yale \**.
- Internal finish** : **High Quality Putty** for a good finish
- Windows** : Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.
- Flooring** : Premium Vitrified tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets.
- Kitchen counter** : Granite slab with stainless steel sink. Wall tiles up to 2 (two) feet height above counter.
- Toilets** : Hot and Cold water line provision with *CPVC\** pipes.  
CP fittings including *Health Faucet and Hot & Cold Mixer & Single Lever Diverter\** of *Jaquar/Roca /Kohler\**.  
Dado of ceramic tiles up to door height.  
Sanitaryware with *EWC with concealed cistern with eco-friendly dual flush\** and basin of *Kohler/Duravit/ Roca/ Jaquar\**.  
Waste Pipes of *Supreme/Skipper/Oriplast\**
- Elevator** : Passenger Lifts of *Kone/ Mitsubishi/Thyssenkrupp\**.
- Electricals** : a) Concealed *Polycab/Havells/RR Kabel\** copper wiring with modular switches of *Anchor Roma/Schneider Electric/ RR Kable/ Havells\**  
b) TV & Telephone points in master bedroom and living room.  
c) Two Light Points, one Fan Point, two 5A points in all bedrooms.  
d) One 15A Geyser point in all toilets  
e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan

- points in kitchen
- f) One AC point in all bedrooms.
- g) One washing machine point.
- h) Modern MCBs and Changeovers of *Havells/HPL/Schneider Electric*\*

**Water Supply** : Underground and Overhead water storage tanks of suitable capacity of water supply.

**Landscape** : Professionally designed and executed landscaping.

**Generator** : 24 hour power backup for all common services. Generator back up of 900 W for 2 bedroom flats and 1200 W for 3 bedroom flats.

**Security** : *CCTV cameras*, Intercom facility and 24/7 Security Personnel.

#### **Schedule E [Common Areas]**

-

Drains and sewers from the Said Premises to the municipal corporation duct.

Water sewerage and drainage connection pipes from the Apartments/ Units to drains and sewers common to the Said Premises.

Toilets and bathrooms as designated and identified for common use of durwans, drivers and the maintenance staffs of the said Residential Complex.

Boundary walls of the Said Premises including walls of the main gates.

Water Pump Room, Domestic Water Tank and Water Treatment Plant

Tube well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required therefor.

Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefore

Windows/doors/grills and other fittings of the common areas of the Said Premises.

Generator, its installations and its allied accessories

Fire Tank, Fire Hydrants

Gymnasium

Indoor games room

Swimming pool with kid's pool & deck

Toddlers Play Area

#### **Schedule F [Common Expenses]**

Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.

Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.

Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

Paying such workers as may be necessary in connection with the upkeep of the property.

Insuring any risks.

Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.

Cleaning as necessary of the areas forming part of the Project.

Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Association may think fit.

Maintaining and operating the lifts.

Providing and arranging for the emptying receptacles for rubbish.

Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Allottees(s) / occupiers of the Project.

Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual Allottees/occupier of Project.

Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.

Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.

Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

The provision for maintenance and renewal of (including but not limited to) any other equipment and the provision of any other service in the Project. .

In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.

The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.

The Allottee (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottee(s) herein in respect of his/ her/their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottees makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee(s) herein over and above the monthly maintenance charges.

**Schedule G [Common Rules]**

As from the date of possession of the said Apartment the Allottee(s) agrees and covenants-

To co-operate with the other Allottee(s)/Promoter and the Association in the management and maintenance of the Project.

To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association.

To use the said Apartment for commercial and/or other lawful purposes and not for any illegal and/or immoral purposes whatsoever.

To allow the Promoter/Association with or without workmen to enter into the Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Allottee (s).

To pay and bear the common expenses and other outgoings and expenses since the date of possession (including deemed possession date) and also the rates and taxes for the Apartment and proportionately for the Building(s) and Common Areas and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Apartment has been taken or not by the Allottee(s). The said amounts shall be paid by the Allottee(s) without raising any objection thereto regularly and punctually within 72 hours to the Promoter and upon formation of the Association to such Association.

To deposit the amounts reasonably required with the Promoter and upon the formation of the Association with such Association towards the liability for rates and taxes and other outgoings with respect to the Common Areas and Building(s).

To pay charges for electricity in or relation to the Apartment wholly and proportionately relating to the Common Areas.

Not to subdivide the Apartment or any portion thereof.

Not to do anything or prevent the Promoter from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee(s) enjoyment of the Apartment.

To maintain or remain responsible for the structural stability of the Apartment and not to do anything which has the effect of affecting the structural stability of the Building.

Not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

Not to damage demolish or cause to damage or demolish the Apartment or any part thereof or the fittings and fixtures affixed thereto.

Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Promoter differs from the colour Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Building.

Not to install grills the design of which has not been suggested and approved by the Architect.

Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Apartment or any part of the Building or the Project or cause increased premium to be payable in respect thereof.

Not to make in the Apartment any structural additional and/or alterations such as beams columns partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Promoter/Association and with the sanction of the authorities concerned as and when required.

Not to use the Apartment or permit the same to be used for any purposes except for residential and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Allottee(s) /occupiers of the other portions of the said building or buildings to the occupiers of the neighbouring premises or for any illegal or immoral purpose whatsoever.

Not to keep in the open parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

Not to use or permit to be used the allocated Garage/car parking space for any other purpose whatsoever other than parking of its own car/cars.

Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Promoter.

To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such Association.

#### **HOUSE RULES:**

The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment in the Building.

The Allottee shall not make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. The Allottees shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker which shall disturb or annoy other occupants of the Building. The Allottees shall not give vocal or instrumental instruction at any time in order to reduce sound emanating from any apartment.

Each Allottees shall keep his apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.

No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter/Association.

No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoter/Association.

No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Building except such as shall have been approved by the Promoter/Association nor shall anything be projected out of any window of the Building. The Allottee(s) shall be entitled to put name plate/signages in the place dedicated and allotted by the Promoter.

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

No bird or animal shall be kept or harboured in the common areas of the Building.

No radio or television aerial shall be attached to or hung from the exterior of the Building.

Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Promoter/Association may direct.

Allow the Promoter to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of



erection, repair and replacement of such neon signs

No vehicle belonging to an allottee or guest, sub-tenant or employee of an Allottees shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

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

Until formation of the Association the Promoter shall manage and maintain the Project subject to allottees/occupiers regularly and punctually making payment of the maintenance charges.

The Allottee(s) agrees that:

Allottee(s) shall pay regularly and punctually within 7th day of every month and month by month the Common Expenses at such rate as may be decided by the Promoter/Association to be payable from the date of possession (including deemed possession) to the Promoter and upon its formation to the Association without any abatement or demand.

The proportionate amount payable by the allottees for the common expenses shall be decided by the Association from time to time and the allottees shall be liable to pay all such expenses wholly if it relates to the Allottee's Apartment only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Association shall be conclusive and final. The Allottee(s) shall not be entitled to dispute or question the same provided that the billing is reasonable.

After the formation of the Association the Allottee(s) shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Association.

So long as the Apartment is not separately mutated and separated, the Allottees shall pay the proportionate share of all rates and taxes assessed on the whole Premises including the charges for loss of electricity while in transmission to the Allottees from the date of possession. Such proportion is to be determined by the Promoter on the basis of the area of such Apartment.

If the Allottees fails to pay the aforesaid expenses or part thereof within time as stated in (a) above, the Allottees shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty (60) days, the Promoter or upon formation of Association such Association shall be at liberty to disconnect and/or suspend all common services attached to the Apartment of the Allottees such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges

## **Schedule H [Mutual Easements]**

The under mentioned rights easements and quasi easements privileges of the Allottee(s) to be enjoyed along with other co-occupiers.

The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.

Presently the entire project comprises of two blocks. Block One comprises of 118 Nos. Units/ Flats divided into four towers and out of said floor towers, two nos. towers are (B+G+12 Floors) and the remaining two towers are (B+G+4 Floors). Block Two is a single building of (G+2 Floors) comprises of 6 Nos. Units/ Flats. It is clarified and expressly agreed and understood that the Developer is and shall be entitled to any unconsumed and/or extra and/or additional floor area ratio which is and/or which may be made available and/or sanctioned in accordance with the building rules of the **Kolkata Municipal Corporation** and/or applicable laws (hereinafter referred to as the "ADDITIONAL FAR") and/or in pursuance of the Project/Building(s) being designated as a 'Green Building', whereupon the Developer shall be entitled and would be well within its right, at its sole and absolute discretion, to alter, modify, amend the Plan and to undertake any further and/or additional construction(s) at the said Premises including constructing further upper floor above the topmost floor as it presently stands sanctioned (as a consequence whereof such floor may not remain as the topmost floor of the concerned Building(s) in accordance with the plan which has been/may be sanctioned by the authorities concerned and the Purchaser hereby consent(s) to the same, and the Developer shall be entitled to connect such further and/or additional construction(s) with the existing utilities at the Project/Building(s) including all the Common Areas And Facilities as also the staircases, lifts, entrances, sewerage, drains and other notwithstanding any temporary disruption caused in the use and/or enjoyment of the said Apartment and/or Car parking Space, and each of such further construction shall absolutely belong to the Developer who shall be entitled to deal with the same in such manner as the Developer may deem fit and proper and the Purchaser hereby agree(s) and undertake(s) not to do any act, deed or thing which may prevent the Developer from undertaking construction of and/or dealing with or otherwise transferring the aforesaid.

The right of access and passage in common with the Association and/or the Allottees and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.

The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and

pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee(s) or any person deriving title under the Allottee(s) or the servants, agents, employees and invitees of the Allottee(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottees and the Association along such drive way and path ways as aforesaid.

The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.

The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

The right with or without workmen and necessary materials for the Allottee(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottees and occupiers of the other spaces and portion of the Building(s).

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

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1.

2.

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**SIGNATURE OF DEVELOPER/ SELLER**

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**SIGNATURE OF VENDOR**

---

**SIGNATURE OF PURCHASERS**

**RECEIVED** of and from the within named purchaser  
 within mentioned sum of **Rs.** \_\_\_\_\_ /-  
**(Rupees** \_\_\_\_\_  
 \_\_\_\_\_ **Only)** being the consideration  
 amount in **PART** as per memo below:-

**MEMO OF CONSIDERATION**

1.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
2.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
3.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
<b>TOTAL AMOUNT RECEIVED</b>		<b>Rs. -----</b>

**Witness:**

1.

2.

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**SIGNATURE OF DEVELOPER**

DATED ----- DAY OF ----- 2019

**AGREEMENT FOR SALE**

**BETWEEN**

**M/S. NORTECH PROPERTY PRIVATE LIMITED**  
-----DEVELOPER/ SELLER

**&**

**M/S. ASIATIC BOARD MILLS PRIVATE LIMITED**  
-----VENDOR

**&**

**MR. -----**  
**MRS. -----**  
-----PURCHASERS

**THE FOREST**  
**FLAT/ UNIT NO. -----**  
**FLOOR - -----**