

Draft Agreement For Sale

- 1. Date:** _____
- 2. Place:** Kolkata
- 3. Parties**

- 3.1 **Sunidhi Estates Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AAMCS0537R**), represented by its Director Shri _____, S/o Shri _____, residing at 120, Bangur Avenue, Block - C, Kolkata - 700055

(Vendor/Developer, includes successors-in-interest)

AND

- 3.2 **Eden Realty Ventures Private Limited (ERVPL)**, a Company governed by The Companies Act, 2013, having its registered office at Municipal Premises No. 7, Jawahar Lal Nehru Road, Kolkata - 700013, Post Office Dharamtalla, Police Station New Market (**PAN AAACL9697H**)
- 3.3 **Shivshakti Vincom Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AALCS3744F**)
- 3.4 **Saral Construction Advisory Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AAPCS8569L**)
- 3.5 **Bhagwati Vinimay Private Limited**, a Company governed The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AADCB2854M**)
- 3.6 **Century Commosale Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AA ECC6690H**)
- 3.7 **Sudama Commodeal Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AAQCS1698M**)

- 3.8 **Vishwakarma Marcom Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AADCV7425J**)
- 3.9 **Sunidhi Realty Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AAPCS4837F**)
- 3.10 **Jansampark Vintrade Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AACCCJ5997L**)
- 3.11 **Sai Dealmark Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AAOCS9489C**)
- 3.12 **Trance Dealcom Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AADCT8586G**)
- 3.13 **Trance Tradelink Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AADCT8585F**)
- 3.14 **Supersoft Vincom Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AAQCS1710A**)
- 3.15 **Sunidhi Complex Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at P - 243, Lake Town, Block A, Kolkata - 700089, Post Office Lake Town, Police Station Lake Town (**PAN AAPCS0193Q**)

(Collectively **Confirming Parties**, all represented by its constituted attorney Shri _____(PAN: _____), S/o Shri

_____, residing at _____
_____(include successors-in-interest)

AND

3.16 -----

3.17 -----

(Allottee/s, include/s successors-in-interest).

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 **Sale of Said Apartment And Appurtenances:** Terms and conditions for sale of:

4.1.1 **Said Apartment:** Residential Apartment No. _____, on the _____ (_____) floor, having carpet area admeasuring _____ (_____) square feet, along with the balcony area having carpet area admeasuring _____ square feet (____) and the terrace area having carpet area admeasuring _____ (_____) square feet, aggregating to Super built up area admeasuring _____ (_____)square feet, approximately, described in **Part I** of the **2nd Schedule** below and delineated on the **Plan** annexed hereto and bordered in color **Red** thereon (**Said Apartment**), in the Hi-rise complex building comprised of G + 33 (Ground + thirty three) floors and named as “**Z**” (**Said Complex**), lying and situate at land measuring 7 (seven) *Bigha*, 3 (three) *Cottah*, 11 Chittack, 21 square feet, more or less, comprised in the Municipal Premises No. 47 (previously 80, 47, 51A and 53), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC (**KMC**), Sub-Registration District Sealdah, District South 24 Parganas and described in the **First Schedule** below (**Said Property**), duly sanctioned by the KMC, within the allocation of the

Vendor/Developer in terms of the Allocation Agreement (defined in Clause 5.8 below).

- 4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the Said Property, as be attributable and appurtenant to the Said Apartment (**Land Share**), the Land Share is/shall be derived by taking into consideration the proportion to which the carpet area of the Said Apartment bears to the aggregate of the carpet area of all the Apartments, sanctioned in the Said Complex, being transferred by the Vendor/Developer and confirmed by the Confirming Parties.
- 4.1.3 **Garage/Parking Space:** The Garage/Parking Space as sanctioned by the KMC and to be allotted to the Allottee by the Vendor/Developer , either on the Ground Level or on 1st (First)Level or 2nd (Second) Level or 3rd (Third) Level, or in the open space as sanctioned, at the time of Handing Over of Possession or issue of Completion Certificate of the Said Complex, whichever is later, which shall be an integral part of the Said Apartment And Appurtenances and shall not be transferred by the Allottee to any third party **save and except** to the Allottees of this Said Complex, being described in **Part II** of the **2nd Schedule** below (**Garage/Parking Space**).
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest within the Said Complex being the common areas, amenities and facilities of the Said Complex as be attributable and appurtenant to the Said Apartment (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**). It is clarified that **(1)** the Vendor/Developer shall have the perpetual and absolute right to modify the Common Portions and **(2)** the Common Portions shall be available in common to all the Allottees of the Apartments in the Said Complex (collectively **Complex Co-Owners**).

The Said Apartment, the Land Share, the Garage/Parking Space and the Share In Common Portions are collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Apartment And Appurtenances**).

5. Background

- 5.1 **Title:** The Vendor/Developer and the Confirming Parties represent and confirm that the Vendor/Developer and the Confirming Parties have the legal title to the land comprised in the Said Property alongwith legally valid documents authenticating the said legal title, free from all encumbrances.
- 5.2 **Ownership:** The Vendor/Developer and the Confirming Parties were the joint owners of (a) land measuring 3 (three) *Cottah*, 9 (nine) *Chittak* and 40 (forty) square feet, more or less, comprised in Municipal Premises No. 80, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (b)land measuring 2 (two) *Bigha*, 17 (seventeen) *Cottah*, and 2 (two) *Chittak*, more or less, comprised in 47, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of theKMC, Sub-Registration District Sealdah, District South 24 Parganas (c) land measuring 2 (two) *Bigha*, 10 (ten) *Cottah* and 19 (nineteen) square feet, more or less, being a portion of Municipal Premises No. 51A, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas and (d) land measuring 1(one) *Bigha*, 11 (eleven) *Cottah* and 3 (three) *Chittak* and 20 (twenty) square feet, more or less, comprised in Municipal Premises No. 53, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, within the limits of theKMC, Sub-Registration District Sealdah, District South 24 Parganas AND (e) Utsav Developer Private Limited (**UDPL**) was the owner of land measuring 9 (nine) *Cottah*, 9 (nine) *Chittak* and 8 (eight) square feet, more or less, being the balance portion of Municipal Premises No. 51A, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (collectively **Said Premises**).
- 5.3 **Sale of Undivided Portion:** By virtue of a Deed of Conveyance dated 13th October, 2010, registered in Book No. I, Volume No. 8 Pages 3461 to 3479, being Deed No. 03760 for the year 2010, at the Office of the A.D.S.R. Sealdah, the vendors therein, sold, transferred and conveyed an undivided 1% (one percent) share of the Said Premises in favour of the Vendor/Developer.

- 5.4 **Development Agreement:** For the purpose of construction of multistoried building and development of the Said Premises, the Vendor was appointed as the Developer for construction of the Said Complex, on the terms and conditions recorded in the registered Development Agreement dated 14th March, 2013, made between the Owners therein and the Developer, registered in the Office of the District Sub Registrar III, Alipore in Book No. I, Volume No. 7, Page from 2921 to 2944, being Deed No. 03157, for the year 2013 (**Development Agreement**).
- 5.5 **Deed of Exchange:** By a Deed of Exchange dated 11th November, 2013, registered at the Office of the D.S.R. III, Alipore, in Book No. I, CD Volume No. 21, at Pages 3496 to 3513, being Deed No. 10592 for the year 2013, the First Parties therein and UDPL mutually exchanged the Ownership in a portion of the Said Premises, which was upon by separation and mutation was numbered as Premises No. 53B, Canal Circular Road, Kolkata – 700 054(**Separated Premises**). Therefore, after the said Deed of Exchange, UDPL became the exclusive owner of the Separated Premises being No. 53B, Canal Circular Road, Kolkata – 700054 and ceased to have any right, title and interest over the Said Property.
- 5.6 **Amalgamation & Mutation:** The Vendor/Developer and the Confirming Parties got the Said Premises amalgamated and demarcated into two separate premises, respectively, **(a)** being land measuring 7 (seven) *Bigha*, 3 (three) *Cottah*, 11 *Chittak*, 21 square feet., more or less, comprised in Municipal Premises No. 47, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the KMC, Sub-Registration District Sealdah, District South 24 Parganas, in the records of the KMC (**Said Property**) and **(b)**land measuring 7 (Seven) *Cottah* and 7(Seven) *Chittak*, comprised in Municipal Premises No. 53B, Canal Circular Road, Kolkata – 700 054 within the KMC, Sub-Registration District Sealdah, District South 24 Parganas, in the records of the KMC (**Separated Premises**). The names of the Vendor/Developer and the Confirming Parties have been duly mutated in respect of the Said Property in the records of the KMC.
- 5.7 **Sanctioned Plan:** The Vendor/Developer has obtained a building plan being no. 2017030061 dated 15.12.2017 (**Sanctioned Plan**) duly sanctioned by the KMC for construction of the Said Complex, which shall include all further sanctioned extensions, modifications, integrations,

revalidations and revisions made thereto, if any, from time to time by the KMC and other authorities.

- 5.8 **Allocation Agreement:** Pursuant to the Development Agreement and the Sanctioned Plan, an Allocation Agreement dated 9th February, 2018, had been executed between the Vendor/Developer and the Confirming Parties (**Allocation Agreement**). Pursuant to such Allocation Agreement, the Vendor became entitled and authorized to sell the Said Apartment and Appurtenances and collect the Consideration in the manner as stated hereunder.
- 5.9 **Agreement to Record:** This Agreement is being entered into between the Vendor/Developer and the Confirming Parties and the Allottee for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings, oral and in writing, express or implied) for sale of the Said Apartment And Appurtenances

6. **Conditions Precedent**

- 6.1 **Acceptance of Conditions Precedent:** The Vendor/Developer and the Confirming Parties and the Allottee have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 **Understanding by Allottee:** The undertaking and covenant of the Allottee that the Allottee has understood and accepted the under mentioned methodology:
- (a) **Development of Said Complex:** The Vendor/Developer has been entrusted to develop the entirety of the Said Complex as per the Sanctioned Plan and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plan and Modifications:** In pursuance of such intention, the Building Plan of the Said Complex has been sanctioned and/or shall further be sanctioned/ revised by the KMC.
- (c) **Extent of Title:** The right, title and interest of the Allottee is limited to the Said Apartment, the Land Share, the Garage/Parking Space

and the Share In Common Portions and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of right, title and interest any nature whatsoever on any other component or constituent of the Said Complex.

- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification duly approved by the KMC, if required, carried out by the Developer as per the Sanctioned Plan, to accommodate the future plans regarding the Said Complex and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any objection or hindrance thereto.
- (e) **Said Club:** The Said Club (defined in Clause 10.1 below) shall be and be deemed to be a constituent of the Common Portions and the Allottee shall have undivided, impartible, proportionate and variable share and/or interest in the Said Club, subject to the other provisions of this Agreement specifically with regard to the Said Club.
- (f) **Extension:** The Said Property is subject to the extension upon addition of lands appurtenant to the Said Property, by way of purchase or contractual developmental relationship for the purpose of addition of Apartments, Garage/Parking Spaces, Commercial or Semi Commercial Spaces to the Said Complex by including additional buildings in the Said Complex and the same stands accepted and confirmed by the Allottee, being applicable at any point of time subject to necessary sanctions being obtained from the KMC, in which case necessary parties related to such additional land, shall confirm the title to the Allottee, in the manner required to perfect such title.

6.1.2 **Timely Payment:** The Allottee shall make the payment of the said consideration to the Vendor/Developer and the Extras (defined in Clause 8.4 below) to the Vendor/Developer, in the manner and within the time specified in this Agreement.

6.1.3 **Satisfaction of Allottee:** The Allottee confirms that the Allottee is acquainted with, fully aware of and is thoroughly satisfied about the legal title of the Said Property; the entitlement of the Vendor/Developer; the Sanctioned Plan, all the background papers, the rights of the Vendor/Developer and the Confirming Parties to enter into this

Agreement, and the extent of the rights being granted in favour of the Allottee and the obligatory covenants mentioned above and elsewhere in this Agreement and the Allottee hereby admits and accepts the same with regard thereto.

- 6.1.4 **Measurement:** The Allottee understands that the measurement of the Said Apartment as mentioned in this Agreement is as per the Sanctioned Plan and (1) the final measurement of the Said Apartment shall be certified by Messieurs Raj Agarwal & Associates (**Architect**), if required (2) Allottee shall not question and/or challenge the measurement certified by the Architect, at any time or under any circumstances. The Consideration (defined in Clause 8.1 below) may increase or decrease on the basis of the final measurement certified by the Architect. The Allottee hereby accepts the above and shall not raise any objection with regard thereto.
- 6.1.5 **Allotment of Garage/Parking Space:** The Allottee understands that the Garage/Parking Space (1) shall be allotted to the Allottee only after completion of construction of the Said Complex and if the Vendor/Developer finds it feasible, simultaneously with delivery of possession of the Said Apartment (2) if covered and for car, either on the Ground Level or on 1st (First) Level or 2nd (Second) Level or 3rd (Third) Level of the Said Complex as be decided by the Vendor/Developer and if open and for car, as be decided by the Vendor (3) may be independent (having direct access from driveway) or dependent (not having direct access from driveway) and (4) for two wheeler, if any, at any place in the Said Complex reserved for the parking of two wheelers only as be decided by the Vendor/Developer . It is clarified that (1) the right to park in the Garage/Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Vendor/Developer in this regard shall be final and binding on the Allottee and can only be used for parking of a medium sized motor car or two wheeler, as the case may be, of the Allottee and not for any other purposes and (2) the Allottee will have only right to park in the Garage/Parking Space. The Allottee hereby accepts each and every one of the above terms and conditions and shall not raise any dispute or objection with the regard thereto.
- 6.1.6 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Allottee to the Vendor/Developer and the Confirming

Parties that the right, title and interest of the Allottee is confined only to the Said Apartment And Appurtenances and each of the Vendor/Developer and the Confirming Parties, is entitled to deal with and dispose off all other Apartments And Appurtenances within their respective Allocations under the Allocation Agreement, to third parties at their sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

- 6.1.7 **Covenants:** The mutual agreement and acceptance by and between the Vendor/Developer and the Confirming Parties and the Allottee that **(1)** the covenants of the Allottee (**Allottee's Covenants**) and the covenants of the Vendor/Developer and the Confirming Parties (**Transfer Covenants**) shall perpetually run with the land **(2)** the Allottee's Covenants and the Transfer Covenants (collectively **Covenants**) shall bind the Vendor/Developer and the Confirming Parties and their successors-in-title or interest and **(3)**this Agreement is based on the undertaking that the Allottee's Covenants and the Transfer Covenants shall be strictly performed by the respective Parties.
- 6.1.8 **Common Portions Subject to Change:** In addition to the provisions of Clause 6.1.1 (d) above, the Allottee understand and accepts that although the Common Portions are described in the **3rd Schedule** below, the said descriptions are only indicative. The Vendor/Developer shall be entitled to modify or improvise upon the Common Portions and the Allottee hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Vendor/Developer and the Confirming Parties, for such modification or improvisation.
- 6.1.9 **Extension/Addition:** The Allottee undertakes that notwithstanding anything contained in this Agreement, the Allottee hereby gives consent to the Confirming Parties and Vendor/Developer jointly for **(1)** integrating/adding (notionally or actually) other lands to the Said Complex and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads **(2)** extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions **(3)**obtaining additional sanctions and modifying the Sanctioned Plan, as may be necessary in this regard and **(4)**granting all forms of unfettered and perpetual proportionate right of use over the Common Portions to

future Complex Co-owners. It is clearly understood by the Allottee that the Allottee shall not have any right to erect any wall/boundary wall in the Said Property.

- 6.1.10 **Easement Right:** The Allottee further undertakes that the Allottee has accepted the above conditions and has granted and shall be deemed to have granted to the Confirming Parties and Vendor/Developer jointly unfettered and perpetual easements over, under and above all Common Portions and added/integrated lands including roads, passages and all open spaces in the Said Complex with right to connect the same to new roads and passages comprised in other lands integrated/added to the Said Property.

7. Commencement and Validity

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 7.2 **Validity:** This Agreement shall remain in force until the Said Apartment and Appurtenances is completed and possession thereof is delivered to the Allottee, unless terminated in the manner mentioned in this Agreement.

8. Consideration

- 8.1 **Consideration:** The consideration for sale of the Said Apartment And Appurtenances is Rs. _____/- (Rupees _____ Only), along with GST, to be paid in full to the Vendor/Developer which has been fixed mutually **provided however** the same shall vary in the manner mentioned in Clause 6.1.4 above and does not include the Extras (defined in Clause 8.4 below).
- 8.2 **Payment of Consideration:** The Consideration shall be paid by the Allottee to the Vendor/Developer in the manner mentioned in terms of the Schedule of Payments morefully described in the **6th Schedule** below, with time being the essence of contract. The Allottee agrees and covenants that the Allottee shall be entitled to claim the right or possession over and in respect of the Said Apartment And Appurtenances only after the Allottee has paid the entirety of the

Consideration and the Extras and all other amounts agreed to be paid or deposited under this Agreement together with such other amount as decided mutually subject to the terms and conditions and performance of the Allottee's Covenants mentioned in this Agreement.

- 8.3 **Notice for Payment:** On the occurrence of each of the event mentioned in Sl. Nos. ___ to ___ of the Schedule of Payments below, as applicable, the Vendor/Developer shall give written notice (by email/by courier/by hand delivery) to the Allottee (**Payment Notice**), quantifying the amount payable by the Allottee. Within 15(Fifteen) days of the date of the Payment Notice, the Allottee shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Allottee shall be deemed to be in default and the consequences mentioned in Clause 12.1 below shall follow. The Allottee covenants that the Allottee shall regularly and punctually make payment of the installments of the Consideration in the manner mentioned in the Schedule of Payment and this Agreement is and shall be deemed to be sufficient notice to the Allottee about the obligation to make payment. Timely payment of all amounts payable by the Allottee including the Consideration and the Extras shall be the essence of this contract.
- 8.4 **Extras:** In addition to the Consideration, the Allottee shall also pay to the concerned entity, as and when demanded, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be), with GST, as applicable thereon, towards:
- 8.4.1 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (**save and except** those described in the **3rd Schedule** below) and improved specifications of construction of the Said Apartment and/or the Said Complex over and above the specifications described in the **4th Schedule** below (**Specifications**) to be payable to the Vendor, at the time of Fit-Out Possession.
- 8.4.2 **Electricity:** charges for obtaining HT electricity supply from the supply agency, which is Rs. ___/- (Rupees _____) per square feet based on the Super Built Up area of the Said Apartment or on actuals, whichever is higher, payable to the Vendor/Developer similarly charges for obtaining LT electricity supply from the supply agency shall be paid to the Developer on actual, on or before the date of Possession and

security deposit for electricity meter shall be paid directly by the Allottee to the supply agency for obtaining electricity meter for the Said Apartment.

- 8.4.3 **Electricity Meter for Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions, proportionately, payable to the Vendor/Developer, on or before the date of Possession.
- 8.4.4 **Generator:** stand-by power supply to the Said Apartment from diesel generators, @ Rs. 25,000/- (Rupees Twenty Five Thousand) per 1 (one) KVA, payable to the Developer, on or before the date of Possession, Final KVA measurement shall be intimated to the Allottee by the Vendor/Developer at the time of Fit-Out Possession.
- 8.4.5 **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authority or statutory body on the Said Property or the Said Apartment And Appurtenances or its sale in terms hereof, proportionately, payable to the Vendor/Developer, on or before the date of Possession.
- 8.4.6 **Taxes:** Any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Vendor/Developer from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Apartment, payable to the Vendor/Developer or as directed by the Vendor/Developer.
- 8.4.7 **Legal Fees, Stamp Duty and Registration Costs:** The cost for drawing this Agreement and all further documents is Rs. 1,00,000/- (Rupees One Lakh Only) (**Fee**). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date Of Fit-Out Possession (defined in Clause 9.6.1 below). Stamp duty, registration fees and any miscellaneous expense for every instance of registration and all other fees and charges, if any, shall be borne by the Allottee and shall be paid prior to the date of registration. The fee and costs shall be paid by the Allottee to the Vendor/Developer. The Legal Advisors as appointed for the legal documentation of the Said Complex are Saha & Ray, Advocates having their office Hasting Chambers, Third Floor, 7C, Kiran Shankar Roy Road, Kolkata 700001.

- 8.4.8 **Interim Facility Charges:** On and from the Date of Fit-Out Possession (defined in Clause 9.6.1 below), the Allottee shall pay to the Vendor/Developer on actual basis against proper invoice, which amount shall be utilized by the Developer and/or any interim body formed by the Developer, for defraying day to day upkeep of the Common Portions from the Date of Fit-Out Possession (defined in Clause 9.6.1 below) till the date the Said Apartment is made habitable. It is clarified that the Municipal Charges shall be levied on actual basis separately on proportionate basis.
- 8.4.9 **Sinking Fund:** The Allottee shall pay to the Vendor/Developer an amount of Rs ____ (Rupees _____ Only) per square feet of the Super Built Up Area of the Said Apartment as one time Deposit (**Sinking Fund**) for meeting substantial or emergency maintenance and restoration of the Common Portions and Specified Facilities, if any, on or before the date of possession or the conveyance, whichever is earlier and the balance of the Sinking Fund shall be made over to the Association upon formation by the Vendor/Developer.
- 8.4.10 **Air Conditioning:** On or before the Date of Fit-Out Possession Notice the Allottee shall pay to the Vendor/Developer the costs of installation of Air Conditioners/VRV installations within the Said Apartment and at such places, as be specified and prescribed by the Vendor/Developer And it is clearly understood by the Allottee that no window air-conditioner/out-door units of split air-conditioners shall be installed on the external walls of the Said Apartment.
- 8.4.11 **Common Expenses, Maintenance Charges and Rates & Taxes:** proportionate share of the common expenses (**Maintenance Charges**) payable to the Vendor/Developer described in the **5th Schedule** below (**Common Expenses**) along with Municipal Tax, surcharge, levies, cess etc. (collectively **Rates & Taxes**) from the Date of Possession Notice (defined in Clause 9.6.2 below), upon payment of the last installment of the Consideration. It is clarified that the Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Portions but not the Said Club, provisions regarding which are separately provided in Clause 10 below. On the Date of Possession (defined in Clause 9.6.2 below), the Allottee shall pay to the Vendor/Developer a sum @ Rs. ____/- (Rupees _____) per square feet of the Super Built Up of the Said Apartment, which amount

shall be utilized by the Vendor/Developer and/or any interim body formed by the Vendor/Developer, for defraying Maintenance Charges and Rates & Taxes (**Maintenance Fund**) until the Association is formed. It is clarified that **(1)** the Said Complex may be maintained through the Facility Manager/Association (defined in Clause 9.9 below), in which event all payments shall be made by the Allottee to the Facility Manager/Association and **(2)** the supervision of maintenance of the Said Complex shall be handed over by the Vendor/Developer to a body of the Complex Co-Owners, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), as soon as be practical, so that the Association may deal directly with the Facility Manager.

9. Construction, Completion of Sale and Facility Manager

- 9.1 **Construction by Developer:** The Vendor/Developer shall construct the Said Apartment and Appurtenances in accordance with the Sanctioned Plan and as per the Specifications described in the **4th Schedule** below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Allottee.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations, modifications or alterations shall be final and binding on the Allottee. The Allottee hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection against the Vendor/Developer and the Confirming Parties and/or the Architect for making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Allottee shall not do any act, deed or thing whereby the construction/development of the Said Apartment and the Said Garage/Parking Space and/or the Said Complex is in any way hindered or impeded. The Allottee hereby accepts the above and shall not raise any objection with regard thereto.
- 9.4 **Basic Duty of Allottee:** The Allottee shall make all payments and perform all obligations as stipulated in this Agreement and the Allottee shall not, in any way, commit breach of the terms and conditions herein contained. The Allottee shall submit the drawings and designs of interior

decoration thereof to the Vendor/Developer at or before the Possession for Fit-Out.

- 9.5 **Completion Date:** Construction of the Said Apartment and the Garage/Parking Space [(1) in bare condition and (2) as per the Specifications], shall be done by the Vendor/Developer within 5 (Five) years from the date of commencement of construction i.e. 02nd April 2018 (**Completion Date**). The Allottee shall not raise any claim and the Vendor/Developer, the Confirming Parties and the Vendor/Developer shall neither incur any liability nor be held liable for claim of any amount by the Allottee, if the Vendor/Developer is unable to deliver possession of the Said Apartment within the Completion Date, due to Circumstances of Force Majeure (defined in Clause 16.1 below).
- 9.6 **Possession of Said Apartment:** Upon construction of the Said Apartment as per the Sanctioned Plan, the Vendor/Developer shall handover possession of the same to the Allottee. With regard to possession, it is clarified as follows:
- 9.6.1 **Possession for Fit-Out:** As and when the Said Apartment is ready for fit-out, the Vendor/Developer, shall serve a notice on the Allottee (**Fit-Out Possession Notice**), calling upon the Allottee to take physical possession for the limited purpose of fit-out of the Said Apartment from the Developer. Before such delivery of possession for fit-out, the Allottee shall pay to the concerned payees all amounts due and payable towards the Consideration and Extras and other charges and the Allottee shall not claim possession of the Said Apartment And Appurtenances for fit-out till such payments are made in full. Within ___ (___-__-) days from the Date of the Fit-Out Possession Notice (**Date Of Fit-Out Possession Notice**), the Allottee shall be bound to complete snagging of the Said Apartment, failing which it shall be deemed that the Allottee has taken satisfactory possession for fit-out on the _____ (_____) day of the Date Of Fit-Out Possession Notice (date of actual or deemed limited physical possession for fit-out, **Date Of Fit-Out Possession**). It is clarified that the Date of Fit-Out Possession is different from the Date of Possession and the modalities ancillary thereto as more fully described in Clause 9.6.2 below. It is further clarified that the Date of Fit Out Possession will be within 24 (twenty four) months from the date of this Agreement, with a grace period of further 6 (Six) months.

9.6.2 **Possession Notice:** Subject to the provision of Clause 9.6.1 above, on or before the Completion Date (which may include the period extended due to the Circumstances Of Force Majeure mentioned in Clause 9.5 above), the Vendor/Developer shall serve a notice on the Allottee (**Possession Notice**) calling upon the Allottee to take exclusive physical possession of the Said Apartment from the Vendor/Developer. Within 15 (fifteen) days from the date of the Possession Notice (**Date Of Possession Notice**), the Allottee shall be bound to take over exclusive physical possession of the Said Apartment after fulfilling all obligations under this Agreement, including payment of all amounts due to the Vendor/Developer, failing which it shall be deemed that the Allottee has taken possession on the 16th day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date of Possession Notice, the Allottee shall become liable to pay all outgoings (such as Maintenance Charges and Rates & Taxes and such other charges as applicable), irrespective of whether or not the Allottee takes exclusive physical possession of the Said Apartment And Appurtenances. In case the deeming provision comes into force, the Allottee confirms that the Allottee shall not claim to be in physical possession of the Said Apartment And Appurtenances and the same shall be received by the Allottee only upon clearing all dues and performing all obligations.

9.6.3 **Meaning of Completion:** It shall not be obligatory for the Vendor/Developer to complete the Common Portions in all respect before service of the Possession Notice to the Allottee and the Said Apartment shall be deemed to have been completed in all respect if the same is constructed as per Sanctioned Plan whether (1) in bare condition or (2) as per the Specifications.

9.6.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Allottee shall be deemed to be completely satisfied with all aspects of the Said Apartment And Appurtenances including Said Apartment, the Land Share, the Garage/Parking Space and the Share In Common Portions and all other amenities of the Said Complex.

9.6.5 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Apartment And Appurtenances, including Maintenance Charges and Rates & Taxes shall become payable by the Allottee.

- 9.7 **Transfer Obligations:** Subject to the Allottee making payment of the Consideration, Extras and other charges in the manner stipulated in this Agreement, the Vendor/Developer and the Confirming Parties hereby agree to fulfill their respective obligations, mentioned below:
- 9.7.1 **Construction of Said Apartment And Appurtenances:** that the Vendor/Developer shall construct, finish and make the Said Apartment and the Garage/Parking Space as per the Sanctioned Plan and Specifications, reasonable variations excepted.
- 9.7.2 **Arrangement for Utilities for Construction Work:** that the Vendor/Developer shall make its own arrangement for water and electricity required for construction. It is clarified that during the construction/development of other portions of the Said Complex and in the event of extension of the Said Complex, the Allottee shall not have/raise any objection against the Vendor/Developer for using the water and electricity connection from the Said Property for the aforesaid construction/development work.
- 9.8 **Completion of Sale:** The sale of the Said Apartment And Appurtenances shall be completed by execution and registration of conveyance in favour of the Allottee, subject to right to easement and/or further construction, provided the Allottee tenders in time all amounts required for the same as mentioned herein. The Legal Advisors shall draft the standard transfer documents to be used for the completion of the Sale. The Allottee shall be bound to execute the conveyance of the Said Apartment And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Apartment And Appurtenances shall not be delivered to the Allottee (although the Allottee shall become liable for Maintenance Charges and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottee.
- 9.9 **Facility Manager:** The Vendor/Developer may hand over management and upkeep of the Common Portions (excluding the Said Club) to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day-to-day services with regard to the Common Portions (2) the Facility Manager shall levy and collect the Maintenance

Charges **(3)** the Allottee shall be bound to pay the Maintenance Charges to the Facility Manager **(4)** the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations and **(5)** the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and no superior rights with regard to the Common Portions shall vest in the Facility Manager.

10. Said Club

- 10.1 **For Complex Co-Owners:** The Vendor/Developer and the Confirming Parties have decided to provide several amenities and facilities in the Said Complex intended for use of the Complex Co-Owners **(Said Club)**. It is clarified that the Said Club shall mean and include all the recreational amenities and facilities provided in the Said Complex. The decision towards the amenities and facilities to be deemed as the part of the Said Club shall be final and binding on the Allottee and the Vendor/Developer is under unequivocal obligation to carry out the same at its own costs.
- 10.2 **Membership Obligation of Allottee:** Membership of the Said Club being compulsory for the Complex Co-Owners, the Allottee [which expression, in the context of the Said Club, means only 1 (one) person if the number of Allottee under this Agreement is more than 1 (one), as be nominated inter se among the Allottee] agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottee understands and accepts that **(1)** detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Vendor/Developer in due course and circulated to members before the Said Club is made operational by the Vendor/Developer **(2)** all members (including the Allottee) will be required to abide by the Club Rules and **(3)** the acceptance by the Allottee of the Club Rules shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Agreement
- 10.3 **Membership of Said Club:** The Allottee understands and accepts that **(1)** membership of the Said Club shall be open only to the Complex Co-Owners **(2)** each Apartment is entitled to 1 (one) membership, irrespective of the number of owners of such Apartment **(3)** membership

is open only to individuals and/or representative duly authorized i.e. Director in case of Company, Designated Partner in case of LLP, Karta in case of H.U.F. (i.e. no corporate membership), who, for all purposes, shall be treated as the member of the Said Club **(4)** the Said Club can be used by the member and his/her immediate family i.e. Parents, spouse and unmarried children subject to a maximum of 6 (Six) person **(5)** members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees **(6)** in the event of further sale of the Said Apartment, the membership will stand terminated and the new Allottee shall be granted a new membership at the then applicable Club Rules and **(7)** if a Complex Co-Owner lets out his/her Apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by such Complex Co-Owner.

- 10.4 **Facilities of Said Club:** Notwithstanding anything contained in the **3rd Schedule** below, the Allottee understands and accepts that the Vendor/Developer and the Confirming Parties shall have the sole right and discretion in planning the details and facilities of the Said Club.
- 10.5 **Commencement of Operation of Said Club:** The Vendor/Developer reasonably expects that the Said Club shall be made operational after the entirety of the Complex Building is completed and made ready. The Allottee understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottee shall not raise any claim or objection in this regard.
- 10.6 **Club Manager:** The Allottee understands and accepts that the Said Club may, at the sole discretion of the Vendor/Developer and subject to availability, be managed and operated professionally through a club operation and management agency (**Club Manager**), to be initially engaged by the Vendor/Developer.
- 10.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Allottee understands and accepts that **(1)** the Allottee has to pay Rs. _____ (Rupees _____ Only) per sq. ft. of the carpet area of the Said Apartment as membership fee for membership of the Said Club to the

Vendor/Developer **(2)** the Allottee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club **and (3)** the Allottee shall have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Vendor/Developer and this shall be in addition to the Maintenance Charges as described in clause 8.4.11.

10.8 **User Charge:** The Allottee understands and accepts that **(1)** some facilities of the Said Club may be available for use free of charge by members while other facilities shall be on a pay-by-use basis and **(2)** the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Vendor/Developer.

11. Covenants

11.1 **Allottee's Covenants:** The Allottee covenants with the Confirming Parties and the Vendor/Developer (which expression includes the Facility Manager/Association, whenever formed, in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:

11.1.1 **Allottee Aware of and Satisfied with Common Portions and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Portions as also the components taken into consideration the Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Complex **save and except** the Said Apartment And Appurtenances.

11.1.2 **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall **(1)** pay the Rates & Taxes (proportionately for the Said Complex and wholly for the Said Apartment And Appurtenances, from the Date Of Possession and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and **(2)** have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any

deduction or abatement in the bills of the Developer/the Facility Manager/the Association (upon formation).

- 11.1.3 **Allottee to Complete Fit Out:** In case of Bare Shell Apartment, the Allottee hereby undertakes that **(1)** Allottee will complete the Fit-Out as per the interior plan approved by the Developer within 12 (Twelve) months from the Date of Fit Out Possession, with a grace period of 3 (three) months and intimate the Developer about such completion and **(2)** in the event, the Allottee is not able to complete the Fit-out, the Developer shall be entitled to complete the minimum Fit-Out of the Said Apartment for the purpose of obtaining Completion Certificate from KMC and the Allottee shall reimburse such cost incurred by the Developer .
- 11.1.4 **Allottee to Pay Maintenance Charges:** The Allottee shall pay Maintenance Charges on the basis of the demand notes to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that **(1)** the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charges and **(2)** Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).
- 11.1.5 **Allottee to Pay Interest for Delay and/or Default:** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills including the Consideration and all outgoings, raised by the Vendor/the Developer/the Facility Manager/the Association (upon formation), within 15 (fifteen) days of presentation thereof, failing which the Allottee shall pay interest @ the prevailing State Bank of India (SBI) Prime Lending Rate plus 2 (two) % per annum, for the period of delay, computed from the date the payment became due till the date of payment, to the Vendor/the Developer/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Portions. It is clarified that incase the Allottee does not make the payment of such bills along with the interest accrued thereon, for a continuous period of 2 (two) months,

the Vendor may take recourse to terminate this Agreement in terms of Clause 12 below.

- 11.1.6 **Transferor's Charge/Lien:** The Vendor shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Vendor **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Vendor shall stand extinguished on the financial institution clearing all dues of the Vendor and the Developer as applicable.
- 11.1.7 **No Obstruction by Allottee to Further Construction:** The Allottee understands and agrees that there may be further construction by addition of Building upon integration of additional lands (**Other Lands**) to the Said Property as a part of the Said Complex and the Allottee consents to the same and shall not obstruct or object to the same notwithstanding any inconvenience that may be suffered by the Allottee due to and/or arising out of the said construction/development activity. The Allottee also admits and accepts that the employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
- 11.1.8 **No Rights of or Obstruction by Allottee:** All open areas in the Said Property proposed to be used for open Garage/Parking Spaces do not form part of the Common Portions within the meaning of this Agreement and the Vendor, the Confirming Parties and the Developer shall have absolute right to sale and/or otherwise deal with the same or any part thereof, if allotted or agreed to be allotted under the Allocation Agreement or otherwise.
- 11.1.9 **Variable Nature of Land Share and Share In Common Portions:** The Allottee fully comprehends and accepts that **(1)** the Land Share and the Share In Common Portions is a notional proportion that the Said Apartment bears to the currently proposed aggregate Super Built Up Area of all the Apartments of the Said Complex **(2)** if the area of the Said Complex is recomputed then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein **(3)** the Allottee

shall not demand any refund of all amounts paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and **(4)** the Land Share and the Share In Common Portions are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendor, the Confirming Parties and the Developer in their absolute discretion.

11.1.10 **Allottee to Participate in the Formation of Association:** The Allottee admits and accepts that the Allottee and other Complex Co-Owners, shall form the Association as and when deemed fit and proper by the Developer at its sole discretion through a simultaneously granted Power of Attorney given by the Allottee to the Developer, to deal with the concerned Authority. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Complex Co-Owner shall be entitled to cast a vote for the affairs of the Association

11.1.11 **Obligations of the Allottee:** The Allottee shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex by the Developer/the Facility Manager/the Association (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Portions, from the Date Of Possession, exclusively.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Complex

Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Complex and outside walls of the Said Complex save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation).

- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial, religious, political or other non-residential purposes. The Allottee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not to alter, modify or in any manner change the (1) elevation and exterior color scheme of the Said Apartment and the Said Complex and (2) design and/or the color scheme of the windows and grills of the Said Apartment. In the event it is detected that the Allottee has made any alterations/changes, the Allottee may be penalized to compensate the Developer/the Facility Manager/the Association (upon formation) (as the case may be) to such amount of damages and compensation as estimated by the Developer/the Facility Manager/the Association (upon formation) and additional costs for restoring the same to its original state.
- (g) **No Structural Alteration And Prohibited Installations:** not to alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Portions or the Said Complex. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Complex and/or on any external part of the Said Complex and/or the roof thereof save and except the location designated by the Developer/the Facility Manager. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not to sub-divide the Said Apartment And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not to change/alter/modify the names of the Said Complex from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not to use or permit to be used the Said Apartment or the Common Portions or the Garage/Parking Space, in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage:** not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/ Facility Manager/ Association:** not to obstruct the Developer and /Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Complex and transferring or granting rights to any person in any part of the Said Complex (excepting the Said Apartment and the Garage/Parking Space).
- (m) **No Obstruction of Common Portions:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Garage/Parking Space, if any.
- (n) **No Violating Rules:** not to violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for use of the Common Portions.
- (o) **No Throwing Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefore.
- (p) **No Injurious Activities:** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Garage/Parking Space, if any and the Common Portions.

- (q) **No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Garage/Parking Space, if any.
- (r) **No Signage:** not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Apartment/Said Complex **save** at the place or places provided therefore **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.
- (s) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment **save** usual home appliances.
- (t) **No Installing Generator:** not to install or keep or run any generator in the Said Apartment and the Garage/Parking Space, if any.
- (u) **No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Apartment and/or the Said Complex.
- (w) **No Damage to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Allottee and/or family members, guests, pets or servants of the Allottee, the Allottee shall compensate for the same.
- (x) **No Hanging Clothes:** not to hang or cause to be hung clothes from the balconies/terraces of the Said Apartment.

11.1.12 **Notification Regarding Letting/Sale:** If the Allottee lets out or transfers the Said Apartment And Appurtenances post the handover of Possession, the Allottee shall immediately notify the Developer/Facility Manager/the Association (upon formation) with regard to such let-out/Sale. Under such circumstances, a prior intimation with regard to such intention of let-out is required to be served upon the Developer through the Facility Manager or solely through the Association upon formation. Before any kind of let-out/Sale, the Allottee is required to clear all dues including

Maintenance Charges, Club Charges, KMC Taxes, etc. in respect of the Said Apartment and Appurtenances, that shall be payable to the Vendor and/or the Developer/Facility Manager/Association. The Allottee shall further give a written declaration regarding confirmation as to whom the Facility Manager shall claim for the Maintenance Charges after such let-out/Sale.

- 11.1.13 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottee has accepted and is also satisfied with the Sanctioned Plan to construct/develop the Said Complex and to construct/develop on other/added portions of the Said Property and hence the Allottee has no objection to the continuance of construction in the other portions of the Said Property/the Said Complex, even after the Date Of Possession Notice. The Allottee accepts that inconvenience may be suffered by the Allottee due to and arising out of the said construction/development activity. It is clarified that the Other/Added portions shall mean the adjacent premises that may be further added to, integrated and amalgamated with the Said Property in the future, to which the Allottee hereby gives consent.
- 11.1.14 **Roof Rights:** A demarcated portion of the top roof of the Said Complex shall remain common to all Complex Co-Owners who own Apartments in the Said Complex (**Common Roof**) and common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Complex shall belong to the Vendor, the Confirming Parties and the Developer respectively with right of exclusive sale and the Allottee specifically agrees not to do any act which prevents or hinders such sale. Notwithstanding, the demarcation of the top roof of the Said Complex as aforesaid, the Vendor, the Confirming Parties and the Developer shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Complex Co-Owners who own Apartments in the Said Complex.
- 11.1.15 **No objection to Said Signage:** The Allottee gives and renders consent for raising of any hoardings, neon sign, billboards, advertisements, signage (of any size or constructed of any material, with or without illumination) with regard to the Said Complex (**Said Signage**) being

erected on the roof and/or the parapet walls and/or the façade of the Said Complex and the boundary wall of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Vendor, the Confirming Parties and the Developer. The Vendor, the Confirming Parties and the Developer, shall maintain the Said Signage at its/their own cost and the Association shall have no connection with such maintenance. If the Said Signage is illuminated, the Vendor, the Confirming Parties and the Developer shall pay the actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Vendor, the Confirming Parties and the Developer to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing the Said Signage, the Vendor, the Confirming Parties and the Developer and/or the men and agents of the Vendor, the Confirming Parties and the Developer shall have the right to access to the areas in which the Said Signage is constructed without any obstruction or hindrance either from the Complex Co-owners or the Association (upon formation) for all times to come.

11.2 Vendor`s Covenants: The Vendor`s covenant with the Allottee and admit and accept that:

11.2.1 **Completion of Sale:** The sale of the Said Apartment And Appurtenances shall be completed by the Vendor by executing sale deed in favour of the Allottee **provided** the Allottee pays all amounts and fulfills all the terms and conditions as provided in this Agreement.

11.2.2 **No Encumbrance:** The Vendor shall not sell and/or enter into any agreement with any person other than the Allottee in respect of the Said Apartment And Appurtenances, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

11.2.3 **Encumbered due to Financial Obligation:** If the Vendor has obtained finance from any financial institution against the Vendor's Allocation in the Said Complex and the Allottee requires any 'No Objection Certificate' for the purpose of obtaining any loan to fulfill the Allottee's obligations, as mentioned in Clause 8 above, towards the Vendor, the Vendor shall

be under express obligation to arrange the same from such financial institution, upon receiving written request from the Allottee. The Vendor shall keep the Allottee indemnified against any claim of such financial institution against the Vendor due to any default of the Vendor towards repayment of the dues on account of such finance.

- 11.2.4 **Documentation for Loan:** The Vendor shall provide to the Allottee copies of all available documents relating to the right, title and interest and shall also cooperate and arrange for physical inspection of the same, if available, so that the Allottee may get loan from banks and financial institutions.

12. Termination and its Effect

- 12.1 **Breach of Allottee's Covenants:** In the event the Allottee (1) fails to make payment of any part or portion of the Consideration, Extras and other charges, or (2) neglects or fails to perform the Allottee's Covenants and/or obligations on the part of the Allottee to be performed in terms of this Agreement for any reason whatsoever, this Agreement shall, at the option of the Vendor, stand cancelled and/or rescinded. It is clarified, that the Vendor shall refund to the Allottee all payments received till that date (excluding GST), without any interest, after deducting a sum equivalent to 5% of the Consideration amount towards cancellation charges, after being able to successfully locate a New Allottee in respect of such Said Apartment and Appurtenances, out of the sums received from the New Allottee, without any interest whatsoever. In the event the Vendor condones the delay of any payment due under this Agreement, the Allottee shall be liable to pay interest @ the prevailing SBI Prime Lending Rate plus 2 (two) % per annum, for the period of delay, computed from the date the payment became due till the date of payment. However, such right to condone is exclusively vested with the Vendor and the Allottee shall not be entitled to claim the same as a matter of right.
- 12.2 **Breach of Vendor's Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event it is proved that the Vendor, failed and/or neglected to perform any of the Vendor's Covenants, and further subject to the Allottee punctually fulfilling all its obligations and covenants herein, this Agreement shall, at the option of the Allottee, stand cancelled and/or rescinded, upon which the Vendor shall refund to the Allottee all

payments received till that date (excluding GST), after being able to successfully locate a New Allottee in respect of Said Apartment and Appurtenances, out of the sums received from the New Allottee, without any interest whatsoever. In the event the of delay in handing over possession of the Said Apartment to the Allottee beyond the Completion Date, the Developer shall pay to the Allottee interest @ the then prevailing SBI Prime Lending Rate plus 2 (two) % per annum

- 12.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 12.1 and 12.2 above, the Allottee shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Apartment And Appurtenances and/or the Said Complex and/or the Said Property or any part or portion thereof and the Allottee shall further not be entitled to claim any charge on the Said Apartment And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive.

13. Taxes

- 13.1 **Obligation Regarding Taxes:** In the event of the Vendor being made liable for payment of any tax, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax/GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Vendor is advised by their consultant that the Vendor is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Vendor having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Allottee shall be liable to pay all such tax, duty, levy or other statutory liability and hereby indemnifies and agrees to keep the Vendor indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Vendor's consultant shall be paid by the Allottee at or before the Date Of Possession.

14. Defects

- 14.1 **Decision of Architect Final:** If any work in the Said Apartment is claimed to be defective by the Allottee, within the period as prescribed

statutory period of 5 (five) years from the Completion Date, the matter shall be referred to the Architect and/or Engineer and the decision of the Architect/Engineer shall be final and binding on the Parties. If directed by the Architect/Engineer, the Developer shall at its own costs remove the defects. This will however not entitle the Allottee to refuse to take possession of the Said Apartment and if the Allottee does so, the provisions regarding deemed possession as contained in Clauses 9.6.1 to 9.6.2 above shall apply and all consequences mentioned therein shall follow.

15. Association and Rules

- 15.1 **Rules of Use:** The Said Apartment And Appurtenances shall be held by the Allottee subject to such rules and regulations as may be made applicable by the Association from time to time.
- 15.2 **Restrictions:** The Allottee agrees that the Allottee shall use the Said Apartment And Appurtenances subject to all restrictions as may be imposed by the Association.

16. Force Majeure

- 16.1 **Circumstances Of Force Majeure:** The Vendor, the Confirming Parties and the Developer shall not be held responsible for any consequences or liabilities under this Agreement if they are prevented in meeting the obligations under this Agreement by reason of contingencies caused by none of the Parties and unforeseen occurrences such as **(1)** acts of God **(2)** acts of Nature and **(3)** acts of War, flood, drought, fire, cyclone, earthquake, (fire, insurrection, terrorist action, civil unrest and, riots, preventing the construction of the Developer (collectively **Circumstances Of Force Majeure**).
- 16.2 **No Default:** The Vendor, the Confirming Parties and Developer shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting to Circumstances of Force Majeure.

17. Miscellaneous

- 17.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 17.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 17.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 17.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 17.6 **Right of Possession:** The right of possession of the Allottee in respect of the Said Apartment And Appurtenances shall arise only upon the Allottee fulfilling all obligations as are contained in this Agreement.
- 17.7 **Nomination by Allottee with Consent:** The Allottee admits and accepts that before execution and registration of sale deed of the Said Apartment And Appurtenances but only after expiry of a period of 24 (Twenty Four) months from the date of this agreement, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and

obligations under this Agreement on payment of Rs. _____ (Rupees _____ Only) per sq. ft. of the aggregate Super Built Up Area as nomination charge to the Vendor **subject to** the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement **and subject also to** the following conditions:

- 17.7.1 **Allottee to Make Due Payments:** The Allottee shall make payment of all due amounts in terms of this Agreement, up to the time of nomination.
- 17.7.2 **Written Permission of Vendor:** The Allottee shall obtain prior written permission of the Vendor regarding such nomination and the Allottee and the nominee shall be bound to enter into an Agreement for Sale and Tripartite Nomination agreement with the Vendor.
- 17.7.3 **Additional Legal Fee:** The Allottee shall pay an additional legal fee of Rs. 10,000/- (Rupees ten thousand) to the Vendor towards the preparation of such nomination documents.
- 17.7.4 **No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Vendor **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge. The Allottee admits and accepts that the Allottee shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.
- 17.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all the terms and conditions as agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties.
- 17.9 **Compulsory Registration:** This agreement shall be subject to compulsory registration by Allottee on payment of charges in the manner as provided in Clause 8.4.7, above.
- 17.10 **Amendments/Modifications:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

- 17.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 17.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of any Party to require due and punctual performance of any obligation by the other Party/Parties shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 17.13 **No Agency:** The Vendor, the Confirming Parties, the Developer and the Allottee are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

18. Notice

- 18.1 **Mode of Service:** Notices under this Agreement shall be served by email, as provided by the Allottee, or by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected **(1)** on the date of delivery, if sent by email/messenger and **(2)** on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

19. Dispute Resolution

- 19.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the

Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 19.1.1 below and finally resolved by arbitration under the prevailing laws of Arbitration with modifications made from time to time. In this regard, the Parties irrevocably agree that:

- 19.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal prevailing laws of Arbitration with modifications made from time to time
- 19.1.2 **Place:** The place of arbitration shall be Kolkata only.
- 19.1.3 **Language:** The language of the arbitration shall be English.
- 19.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 19.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Apartment And Appurtenances and/or the Said Complex/Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

20. Jurisdiction

- 20.1 **District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

21. Rules of Interpretation

- 21.1 **Number and Gender:** In this Agreement, words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include other genders.
- 21.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

- 21.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 21.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 21.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 21.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

1ST SCHEDULE
(Said Property)

Land measuring 7 (seven) *Bigha*, 3 (three) *Cottah*, 11 *Chittak*, 21 sq. ft., more or less, comprised in Municipal Premises No. 47 (previously 80, 47, 51A and 53), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas.

On the North	: Part of Premises No. 46/2, Canal Circular Road & Land of Coast Guard;
On the South	: Part of Premises No. 58, Canal Circular Road, Apollo Hospital & 16"(feet) wide passage;
On the East	Part of Canal Circular Road & Apollo;
On the West	:32"(feet) wide Common Passage.

2ND SCHEDULE

Part I

(Said Apartment)

Being Residential Apartment No. ____, on ____ (____) floor, having carpet area of ____ (____) square feet approximately along with the Balcony area having ____ (____) square feet and the terrace area having ____ (____) square feet area, aggregating to ____ (____) square feet in the Said Complex named “**Z**”, to be constructed on the Said Property described in the **1st Schedule** above. The layout of Said Apartment is delineated on the **Plan** annexed hereto and bordered in color **Red** thereon.

Part II

(Garage/Parking Space)

The right to park _ (____) medium sized car/s on the covered space in any floors of the building from Ground to Third Level in the Said Complex to be allotted to the Allottee only after completion of construction of the Said Complex and if the Developer finds it feasible simultaneously with delivery of possession of the Said Apartment.

Part III

(Said Apartment And Appurtenances)

[Subject Matter of this Agreement]

The Said Apartment, being the Apartment described in **Part I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Property, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

The right to park in the Garage/Parking Space, being the car/two wheeler Garage/Parking Space/s described in **Part II** of the **2nd Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

3rd Schedule
(Common Portions)

- Entrance Lobby at the ground level
- Lift machine room(s) and lift well(s)
- Water supply pipeline in the (save those inside any Apartment)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions
- Intercom Network
- Lift(s) and allied machineries
- Service rooms
- Common roof (demarcated for Complex Co-Owners)
- Shafts
- Garbage chutes
- Rain water harvesting tank
- Driveways , walkways
- Landscaped areas
- Said Club
 - a. Crystal Swimming pool
- Lobbies on all floors and staircase(s)
- Water reservoirs/tanks
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH
- Fire fighting system
- External walls
- Fire Refuge Platform
- Electrical & PHE ducts
- Manholes and pits
- Waste treatment plant
- Transformer and DG sets
- Drainage and sewage pipeline and STP
- Water-features, if any

- with wooden deck
- b. Private Mini Theatre
 - c. Poolside lounge
 - d. Mini Golf Section
 - e. Aroma Garden
 - f. Indoor games (TT. Table, billiards)
 - g. Banquet with Bar lounge
 - h. Uber Modern gymnasium
 - i. SPA with Steam Sauna
 - j. Open yoga lawn & Acupressure section
 - k. Kids Activity room.

**4th Schedule
(Specifications)**

Structure:	RCC framed structure
Windows:	Fully glazed Powder Coated Aluminum/UPVC windows.
Electrical:	Provision for adequate light and fan points, Provision for TV and Telephone lines in all bedrooms and living/dining, premium Quality modular switches Adequate 10/16 Amp points in all areas.
Elevators:	High Speed Lifts minimum 2 meter per second and adequate service and stretcher lifts.

**5th Schedule
(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Complex, the Said Complex, the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-

constructing, lighting and renovating the Common Portions as described in 3rd Schedule herein in respect of the Said Complex [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.

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

**6th Schedule
(Schedule of Payments)**

Sl.No.	Particulars	Percentage
1	On Booking	
2	On Completion of Foundation	
3	On Completion of 4th Floor Slab Casting	
4	On Completion of 8th Floor Slab Casting	
5	On Completion of 12th Floor Slab Casting	
6	On Completion of 16th Floor Slab Casting	
7	On Completion of 20th Floor Slab Casting	
8	On Completion of 24th Floor Slab Casting	
9	On Completion of 28th Floor Slab Casting	
10	On Completion of 32nd Floor Slab Casting	
11	On Offer of Possession (Fit-Out)	
Total		100%

22. Execution and Delivery

22.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

EXECUTED AND DELIVERED by the **VENDOR/ DEVELOPER** at Kolkata in the presence of:

EXECUTED AND DELIVERED by the **CONFIRMING PARTIES** at Kolkata in the presence of:

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