

## **AGREEMENT FOR SALE**

This Agreement made at.....this.....day of..... in the year Two Thousand and.....

### **Between**

(1) **One Ad Display Private Limited**, (CIN No. U74300WB2006PTC109584) (PAN No. AAACO8390C) a company duly registered under the Companies Act, 1956 having its registered office at 10/1 G, Diamond Harbour Road, Kolkata – 700 027 hereinafter referred to as “**One Ad**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns); **AND**

(2) **Oval Developers Private Limited**, (CIN No.U70101WB2005PTC103517) (PAN No.AAACO7628P) a company duly registered under the Companies Act, 1956 having its registered office at Mansarovar Building, 3B Camac Street, Kolkata – 700 016 hereinafter referred to as “**Oval**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns); **AND**

(3) **Orbit Towers Private Limited**, (CIN No. U65921WB1985PTC038834) (PAN No. AAACO3688F) a company duly registered under the Companies Act, 1956 having its registered office at, 3B Camac Street, Kolkata – 700 016, hereinafter referred to as “**Orbit**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns); of the **FIRST PART**

For the purpose of this Agreement, One Ad, Oval and Orbit shall be hereinafter jointly be referred to as “**Owners**”;

### **AND**

**AMITIS DEVELOPERS LLP** (AAD-1617) (PAN No.ABBFA8013D), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Godrej One, 5<sup>th</sup> floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 hereinafter referred to as the “**Developer**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and

the legal heirs, executors., administrators and successors of the last surviving partner and their assigns), through its authorized representative Mr./Ms.\_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_ of the **SECOND PART** ;

**AND**

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

OR

MESSERS \_\_\_\_\_ (PAN NO. \_\_\_\_\_) a partnership firm, registered under the Indian Partnership Act, 1932 having its registered office at \_\_\_\_\_, through its authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Partner's Resolution dated \_\_\_\_\_;

OR

\_\_\_\_\_ (PAN NO. \_\_\_\_\_) a Company registered under the Companies Act, 2013/Companies Act, 1956 having its registered office at \_\_\_\_\_ and its administrative/branch/regional office at \_\_\_\_\_, through its authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_,

herein after referred to as the "**Purchaser/s**", (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or

survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the said organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the **THIRD PART**.

The Owners, Developer and the Purchaser/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings, in consonance with the definitions as provided in the Act (as defined hereunder) :

- i. **ACT:** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- ii. **APARTMENT/FLAT:** shall mean the Unit No. \_\_\_\_\_ in the Tower/Building named \_\_\_\_\_, situated in the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ sq. mt. (\_\_\_\_\_ sq.ft.) (approx.), along with \_\_\_\_\_ parking as described in **Part III of Schedule A**, as permissible under the applicable law and pro rata share in the common areas, more particularly described in **Part III of Schedule A** and the floor plan or the apartment plan is annexed hereto and marked as **Schedule B**.
- iii. **APEX BODY:** shall mean a body to be created under relevant laws by the Developer to take over the overall charge of the said Complex from the Developer and inter-alia for the purpose of managing and controlling the maintenance of the Complex or any Association formed under the Relevant Laws (*defined hereunder*).
- iv. **ARCHITECTS:** shall mean M/s. Salient, the Architects appointed by the Developer or such other Architect as the Developer may appoint from time to time for the building complex.
- v. **ASSOCIATION:** shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.

- vi. **BUILDING/TOWER**: shall mean the Building No./Name \_\_\_\_\_ in Godrej Seven Phase 2, consisting of several flats, the Apartment/Flat and other spaces intended for independent or exclusive use and the same may also consist of several block or blocks as well as Apartment/Flats.
- vii. **CAR PARKING**: shall mean the space in the car parking area of the building complex/project expressed or intended or reserved by the Developer for parking of motor cars/scooters/other vehicles more particularly described in **Part III of Schedule A** hereunder written..
- viii. **CARPET AREA**: means the net usable floor area of Apartment/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser(s)/Allottee(s) or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment/ Flat.
- ix. **COMMON AREAS**: shall mean the common areas of the Apartment/Flat , as well as of the Building/Tower which would include but not limited to meter rooms, main gates, security rooms, electrical rooms, security's quarter, paths and passages, staircases, lifts and lift lobbies, common passage, drive ways, entrance gates, fire escapes, terraces, administrative and caretaker's room, toilet meant for common area, water connection in the entire Project, including commercial portion (if any) and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, installation for water supply, specifically for the purpose of common use by Co-Owners and/or Co-Occupiers, and all other portion of the Project necessary for the purpose of maintenance, safety etc., more fully and particularly described in **Schedule D & E**, hereunder written.
- x. **CO-OWNERS**: according to the context shall mean all the buyers and/or Purchasers and the joint holder, who for the time being have either completed the purchase of any Apartment/Flat or have agreed to purchase any Apartment/Flat and have taken possession of such Apartment/Flat and for all unsold Block, possession whereof not having been parted with by the Developer, shall mean the Developer.

- xi. **COMMON EXPENSES**: shall mean and include all operational expenses, including but not limited to expenses towards maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Owners, and all other expenses for the common purposes of the Building/Tower, to be contributed, borne, paid and shared on actual by the Co-Owners and also for the common areas as described in **Schedule “D”** and **“E”** hereunder written.
  
- xii. **COMMON PURPOSES**: shall mean and include the purpose of managing, maintaining and up keeping the Common Areas and Service Installations, rendering common services in common to the Co-Owners as described in **Schedule “D”** and **“E”**, collection of Common Costs and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial usage of their respective Apartment/Flats exclusively, and the Common Areas and Service Installations in common.
  
- xiii. **COMPLETION NOTICE**: shall mean the notice contemplated in Clause 14 below.
  
- xiv. **DATE OF COMMENCEMENT OF LIABILITY**: shall mean the date on which Purchaser/s takes actual physical possession of the Apartment/Flat after fulfilling all his liabilities and obligations in terms of clause 14 hereinafter or the date next after expiry of the Completion Notice irrespective of whether Purchaser/s take actual physical possession or not, whichever is earlier.
  
- xv. **EXCLUSIVE AREAS**: means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s and other areas appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s.

- xvi. **FORCE MAJEURE:** means delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control of the Developer;
- xvii. **MAINTENANCE BODY:** shall mean and include the Developer or its Agency so long as the Developer does not hand over the management of the Project, and after the same is made over, to the Apex Body.
- xviii. **PHASE:** shall mean a cluster of 3(three) Building/s/Tower/s along with the common areas, parts and facilities, to be developed on the Project Land in the name and style “**Godrej Seven Phase – 1**”, and another cluster of 4 (four) Building/s/Tower/s along with the common areas, parts and facilities, to be developed on the Project Land in the name and style “**Godrej Seven Phase - 2**” together forming part of the Project.
- xix. **PLAN:** shall mean the final plan duly sanctioned by Zilla Parishad, South 24 Parganas having No.475/605/KMDA dated 15.11.2017 for construction of a multistoried mixed use and residential building complex comprising of 7 (Seven) Building/s/Tower/s, along with the common areas, parts and facilities, to be developed on the Project Land in the name and style “**Godrej Seven**”. The said sanctioned plan was further approved by the Thakurpukur Panchayat Samity on 27.12.2017 and Kuledari Gram Panchayat on 28.12.2017, together with all modifications, and/or alterations thereto from time to time, to be made by the Developer, on the basis of the approval to be granted by the Competent Authority.
- xx. **PROJECT LAND:** shall mean the portion of the Subject Land, more particularly described in **Part II of Schedule A** hereunder written.
- xxi. **PROJECT:** shall mean a multistoried mixed use and residential building complex comprising of 7 (Seven) Building/s/Tower/s, along with the common areas, parts and facilities, to be developed in Phases on the Project Land in the name and style “**Godrej Seven**”.
- xxii. The expression **PURCHASER/S:** shall be deemed to mean and include:-

- (a) In case the Purchaser/s be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
- (b) In case the Purchaser/s be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs legal representatives executors and administrators;
- (c) In case the Purchaser/s be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Purchaser/s be a company, then its successors or successors-in-interest;
- xxiii. **RULES:** means the West Bengal Housing Industry Regulation Rules,2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- xxiv. **REGULATIONS:** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- xxv. **RELEVANT LAWS:** means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement;
- xxvi. **SAID SHARE:** shall mean stipulated proportionate undivided indivisible impartible share in the land underneath the Building/Tower in which the Apartment/Flat agreed to be purchased hereunder by the Purchaser/s and attributable to the said Apartment/Flat;
- xxvii. **SECTION:** means a section of the Act;

- xxviii. **SERVICE INSTALLATIONS**: shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light poles, garden lights, pumps with related equipments and soak ways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water, etc.,;
- xxix. **SPECIFICATION**: shall mean the specification for the said Tower/Building as mentioned in **Schedule D** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect;
- xxx. **SUBJECT LAND**: shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 20.23 acres be the same a little more or less within District South 24 Parganas, P.S. Bishnupur, under Kuledari Gram Panchayat Mouza Banagram and Sarmaster Chak J.L. No. 16 and 17, Touzi No. 3, 4 and 5, Revisional Settlement Sheet No. 30, Pargana Khaspur, Pin Code - 700104 in the nature of Bohutal Abasan more fully and particularly described in the **Part I of Schedule A** hereunder and any extended or added area thereto, which includes the Project Land mentioned herein and the land reserved for all future development.
- xxxi. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxxii. Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

**WHEREAS:**

- A. By and under a Deed of Conveyance dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44906 to 44932 being Deed No. 161305180 for the year 2015, One Ad became the legal, exclusive and rightful owners of and in sole and



exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 741.98 Decimal equivalent to 7.4198 Acres (equivalent to 30026.87 sq.mt. approx..) in several Dag nos. and by and under a Deed of Conveyance dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No. 1613/2015 Pages from 44933 to 44957 being Deed No. 161305181 for the year 2015, One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 425.54 Decimal equivalent to 4.2554 Acres (equivalent to 17221 sq.mt. approx.) in various Dags thus the total area being 1167.52 decimals equivalent to 11.67 acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, the details have been mentioned in herein below and by another Deed of Conveyance dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44818 to 44840 being Deed No.161305177 for the year 2015 One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 64.00 Decimal equivalent to 0.64 Acres situated in several Dag Nos. in Mouza Sarmaster Chak District South 24 Parganas, and by another deed of conveyance dated dated 27<sup>th</sup> June 2017 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I Volume No.1613-2017 Pages from 74042 to 74061 being Deed No.161303868 for the year 2017, One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 31.85 Decimal equivalent to 19.11 cotthas situated in Dag No 389 at Mouza Banagram, District South 24 Parganas. The details of dag nos. are more particularly described in **Part I** of the **Schedule “A”** hereunder written.

- B. By virtue of various registered deeds and conveyances, Oval is the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 387.09 Decimal equivalent to 3.870 Acres situated in various Dag Nos. at Mouzas Banagram and Sarmaster Chak, District South 24 Parganas. The details of Dags purchased by Oval are more particularly mentioned in **Part I** of the **Schedule “A”** hereunder written.

C. By and under a Deed of Conveyance dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44887 to 44905 being Deed No. 161305178 for the year 2015, Orbit became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 249.66 Decimal equivalent to 2.496 Acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, the details of which are mentioned in **Part I** of the **Schedule “A”** hereunder written.

D. By and under a Release and Exchange Deed dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44864 to 44886 being Deed No.161305179 for the year 2015, made between Oval and Roos Electrical Works Private Limited (“**Roos**”), Oval has acquired from Roos parcel of land measuring about 57.60 Decimal equivalent to 0.576 Acres situated in various Dag Nos. at Mouzas Banagram and Sarmaster Chak, District South 24 Parganas, the details of which mentioned herein below and in exchange transferred parcel of land measuring about 52.50 Decimal equivalent to 0.525 Acres situated in various Dag Nos. at Mouza Sarmaster Chak, District South 24 Parganas, so that the lands can be contiguously developed in a more efficient manner.

<b>Sl No.</b>	<b>Mouza</b>	<b>Khatian No.</b>	<b>R.S. Dag</b>	<b>Area (Decimal)</b>
1	Sarmasterchak	344	3	31.65
2	Sarmasterchak	344	12	22.00
3	Banagram	1153	411	3.95
			<b>TOTAL</b>	57.60

E. By and under a Release and Exchange Deed dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume

No.1613/2015 Pages from 44958 to 44981 being Deed No.161305182 for the year 2015, made between Oval and Sun Sign Private Limited (“**Sun Sign**”), Oval has acquired from Sun Sign, parcel of land measuring about 97.19 Decimal equivalent to 0.97 Acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, the details of which mentioned herein below and in exchange transferred parcel of land measuring about 117.98 Decimal equivalent to 1.179 Acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, so that the lands can be contiguously developed in a more efficient manner.

**Details of Land transferred in favour of Oval by Sun Sign**

<b>Sl No.</b>	<b>Mouza</b>	<b>Khatian No.</b>	<b>R.S. Dag</b>	<b>Area (Decimal)</b>
1	Banagram	1154	413	23.00
2	Banagram	1154	420	54.99
3	Banagram	1154	424	19.20
			<b>TOTAL</b>	<b>97.19</b>

F. By an under an Easement Deed dated 20<sup>th</sup> March 2017 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. IV Volume No.1613-2017 Pages from 2011 to 2052 being Deed No.161300118 for the year 2017, made between the Owners and Admobile Private Limited, Roos and Sunsigns, the Owners and Admobile, Roos and Sunsign jointly entitled to use the Easement Road, more particularly described in the **Part I Schedule “A”** hereunder written.

G. By virtue of the aforesaid acts and deeds the Owners have become the legal, rightful and exclusive owners of and otherwise are well and sufficiently entitled to the Subject Land with clear and marketable title free from all Encumbrances, impediments and the Owners hold vacant and peaceful possession of the Subject Land with certain existing structures which the Developer shall have the right to demolish at its discretion at any time without requiring any consent or approval of the Owners morefully described in **Part I of Schedule “A”** hereunder written.

- H. By and under a Development Agreement dated 30<sup>th</sup> September 2015 and registered in the office of Additional Registrar of Assurances I, Kolkata, in Book no. I, Volume no.1901-2015, Pages from 152852 to 152932 being Deed no.190108809 for the year 2015, the Owners the granted the development rights in respect of the Subject Land to the Developer on the terms and conditions and other covenants as mentioned therein.
- I. In terms of the said Development Agreement dated 30<sup>th</sup> September 2015 made between the Owners and the Developer, the Owners also executed a power of attorney dated 30<sup>th</sup> September 2015 duly registered with the Additional Registrar of Assurance – III, Kolkata in Book – IV, Volume No. 1903-2016, Pages 49876 to 49897, being No. 190300624 for the year 2016 whereby the Owners have appointed the Developer as their constituted attorney and *inter-alia* authorized the Developer to negotiate for sale and transfer of the new building or part thereof to be constructed at the Subject Land and to enter into or make agreement for sale or any other agreement and conveyance with the intending purchaser(s) in respect thereof and to receive earnest money or consideration from time-to-time and to sign and give valid and effectual receipts or discharges thereof.
- J. The Owners have demarcated the Subject Land being contiguous, and have completed the fencing around the peripheral boundary of the entire Subject Land.
- K. The Owners had applied for and obtained mutation in respect of the said entire Subject Land before the Block Land & Land Reforms Office, at Bishnupur, South 24 Parganas and also applied for conversion of the said entire Subject Land before the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas and by an order dated 57(C)/198/6850 dated 09.01.2017, 57(C)/199/6849 dated 09.01.2017 and 57(C)/200/8189 dated 09.03.2017 by the said Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, the nature of the subject Land has been converted to Housing Complex (Bahutal Abasan).

- L. The Owners have also obtained no objection from the Urban Land Ceiling Department in respect of the ceiling limit of Owners in the entire subject Land vide letter no. 1978/ULC/Alip/2019 dated 27.05.2019.
- M. The Owners had got a final plan duly sanctioned by Zilla Parishad, South 24 Parganas having No.475/605/KMDA dated 15.11.2017 for construction of a multistoried mixed use and residential building complex comprising of 7 (Seven) Building/s/Tower/s, along with the common areas, parts and facilities, to be developed on the Project Land in the name and style “**Godrej Seven**”. The said sanctioned plan was further approved by the Thakurpukur Panchayat Samity on 27.12.2017 and Kuledari Gram Panchayat on 28.12.2017, together with all modifications, and/or alterations thereto from time to time, to be made by the Developer, on the basis of the approval to be granted by the Competent Authority.
- N. In pursuance of and in terms of the said building plan, the Developer at its own cost and expenses has started construction of **Godrej Seven**. Thus, the Developer is thus seized and possessed of and otherwise well and sufficiently entitled to the Project Land, which is more particularly described in the **Part II of Schedule “A”** hereunder written.
- O. The Subject Land is presently accessible from the Bakrahat Road and also from Diamond Harbour Road.
- P. Based on its right and entitlement in terms of the said Development Agreement dated 30.09.2015 the Developer is going to develop the Project Land and carry out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws in the manner the Developer may deem fit.
- Q. The Developer has presently commenced the development of one of the phase of the said Layout, which phase is to be developed on a portion thereof of the said Project Land more particularly described in **Part I of Schedule A** hereunder written and shown delineated by red colour boundary line on the Plan shown in Schedule B in the name and style of “**Godrej Seven Phase 2**” for predominantly residential/mixed use

consisting of 3 (three) no. of Building(s) / Wing(s) comprising of, \_\_\_\_ ground and \_\_ upper floors.

- R. The Developer has appointed M/s.Salient, as their Architects and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- S. The Developer has appointed M/s.Design Tree Services Consultant Pvt. Ltd., as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- T. The Developer has submitted the Notice of Commencement under the prescribed format before South 24 Parganas Zilla Parishad on 25.06.2019. The said Notice was duly acknowledged by said Zilla Parishad on 26.06.2019. The Developer has also obtained Consent to Establish bearing Ref. No. Memo No. 470-2N-27/2017(E) dated 24.08.2018 from Pollution Control Board permitting the construction/development of the Phase.
- U. The Developer has sole and exclusive right to sell the Apartment/Flat in the said Building/s to be constructed by the Developer in the said Phase and to enter into Agreement/s with the Purchaser/s of the Apartment/Flat and receive the sale consideration in respect thereof;
- V. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- W. The Developer has got required approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, including but not limited to Occupancy Certificate of the said Building.

X. While sanctioning the said Subject Land concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Project Land and the said Building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority.

Y. The Developer has registered the Phase under the said “Act” at Kolkata on \_\_\_\_\_ under registration no \_\_\_\_\_.

Z. The Developer has accordingly commenced construction of the said Phase/Building/s/Tower/s in accordance with the said Plans.

AA. The Purchaser/s has applied to the Developer for an Apartment/Flat in the Phase vide application number \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment/ Flat No. .... on .....floor in Building(s)/.Name \_\_\_\_ (Block No.....) having carpet area of \_\_\_\_\_ sq. mtrs. (“Apartment/Flat”) being constructed in the said Phase along with the right to park \_\_\_no. of cars in parking area which shall be disclosed by the Developer subsequently, as permissible under the applicable law and of pro rata share in the common area, more particularly described in **Part III of Schedule A;**

BB. 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 the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment/Flat and the Parking Space(s) as specified in the **Part III of Schedule A.**

DD. Prior to the execution of these presents the Purchaser/s has paid to the Developer a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Apartment/Flat agreed to be sold by the Developer to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

EE. At or before execution of this Agreement the Purchaser/s-

- a. have fully satisfied themselves as to the title of the Owners and the right of the Developer in respect of the said Subject Land as well as Project Land.
- b. have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the Apartment/Flat being constructed by the Developer and agrees not to raise any objection with regard thereto.
- c. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the Developer on the said Subject Land.
- d. have verified the location and site of the said Apartment/Flat including the egress and ingress thereof and also the area of the Apartment/Flat as stated in this Agreement and agrees not to dispute the same.
- e. have acknowledged that the right of the Purchaser/s shall remain restricted to the said Apartment/Flat .
- f. have acknowledged that the Developer shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the Project being constructed erected and completed on the said Project Land and the Purchaser/s shall have no objection thereto and also acknowledged that



the Developer shall be entitled to do the development on the balance Subject Land as per the future sanction/approvals obtained by them.

- g. have satisfied themselves as to the Carpet area and built up area in relation thereto to comprise in the said Apartment/Flat and also the common parts/portions which would be common for all the residents/occupants of the various Apartment/Flats comprised in the Phase and the other common area as designated by the Developer in the Project and has agreed not to challenge or dispute the same in any manner whatsoever or however.

FF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment/ Flat.

GG. 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.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. **TERMS :**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase the Apartment/Flat as specified in **Part III of SCHEDULE A.**

1.2 The Total Price for the Apartment/Flat based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("**Total Price**") described as under:

Block/Building/Tower. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment/Flat per Sq. mtr.
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<b><u>A. Unit Price</u></b> a. Carpet Area, Exclusive Area, Parking Space if applicable	
<b><u>B. Other Charges</u></b> Club Charges, Electricity Backup Charges, Legal and Documentation Charges, Society Formation Charges	
<b><u>C. Sinking Fund Deposit</u></b>	
<b><u>D. 2 Years Maintenance Advance</u></b>	
<b><u>E. Applicable Taxes</u></b> @1%/5% on (Sales Consideration, as applicable) & @18% on (Estimated and Tentative Other Charges)	
<b>TOTAL PRICE (A+B+C+D)</b>	

\*20% of the Total Price shall be the “**Booking Amount/Earnest Money**”. Along with the aforementioned Total Price the Purchaser/s agree(s) and undertake(s) to pay to the Developer, amounts as specified **Schedule C** of this Agreement.

**Explanation :**

- (i) The Total Price above includes the Booking Amount paid by the Purchaser/s to the Developer towards the Apartment/Flat.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T., land under construction tax, property tax or other taxes, duties, Cess, levies, charges which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to the sale of Apartment/Flat or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Apartment/Flat to the Purchaser/s and the project to the association of Purchaser/s 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 Purchaser/s to the Developer shall be increased/reduced

based on such change/modification; The Purchaser/s is/are aware that the Purchaser/s has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

- (iii) The Developer shall periodically intimate in writing to the Purchaser/s, the amount payable as stated in (i) above and the Purchaser/s shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser/s the details of the taxes paid or demanded in accordance to the Relevant Laws.
- (iv) The Total Price of Apartment/Flat includes price of recovery or land, construction of not only the Apartment/Flat but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment/Flat lift, water line and plumbing, tiles, doors, windows, fire detection and firefighting equipment in the common areas. The cost of maintenance charges, all other facilities, amenities and specifications to be provided within the Apartment/Flat and the Project are as provided in **Schedule D** of this Agreement.
- (v) It is agreed by the Purchaser/s that the deposit of the Ad hoc corpus fund can be used by the Developer/Association for the purpose of paying any emergency expenses towards the overdue maintenance charges, unpaid govt taxes & duties/ for all purposes as required for the maintenance of the said Project. It is further stated that the said Corpus fund shall be an interest free deposit will be kept with the Developer/ Association and the Developer/Association shall handover the said Corpus Fund to the Association of Owners, once it is formed.
- (vi) It is further agreed that the Developer / Association shall start commencement of the common area maintenance, post receipt of the Completion Certificate from the Local Authority.

- (vii) It is further agreed that the Developer/ Association reserves the right to claim the additional amount towards the maintenance charges from the Purchaser if the provision maintenance charges paid by the Purchaser exhaust on an early date.
  - (viii) The Developer/Association shall handover the duly audited accounts of the maintenance funds to the Association after formation of the same and the Developer/ Association shall be responsible to produce the audited accounts of maintenance funds till the date of formation of Association to the Purchasers in a yearly meeting with Purchasers.
- 1.3 The Total Price is escalation-free, save and except increases which the Purchaser/s hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall do so in accordance to the applicable laws and shall only be applicable on subsequent payments.
- 1.4 The Purchaser/s shall make the payment as per the payment plan set out in **Schedule C**.
- 1.5 It is clarified that as per the provisions of the said Act, this Agreement shall be registered before the Registration Authority upon receipt of 10% the Total Price, which is part of the Earnest Money.
- 1.6 It is agreed that the Developer shall not make any additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Schedule “D” and “E”** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/s as per the provisions of the Act.

Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser/s, or such minor changes or alterations as per the provisions of the Act.

1.7 The Developer shall confirm to the final carpet area that has been allotted to the Purchaser/s, 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 carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. In the event of any variation in the Carpet Area of the Apartment, Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser towards the Total Price as mentioned in this Agreement. All these monetary adjustments shall be made at the same rate per square meter as agreed upon. If there is reduction in the carpet area then the Developer shall refund the excess money paid by the Purchaser/s, within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area, which is not more than three percent if the carpet area of the apartment, allotted to Purchaser/s, the Developer may demand that from the Purchaser/s as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in the Agreement.

1.8 Subject to the terms of this Agreement, the Developer agrees and acknowledges, the Purchaser/s shall have the right to the Apartment/Flat as mentioned below :

(i) The Purchaser/s shall have exclusive ownership of the Apartment/Flat. The Purchaser/s shall also have undivided proportionate share in the CommonAreas described in Schedule “D” and “E” hereunder written. Since the share interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s 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 Developer shall hand over the common areas to the Apex body if Purchaser/s after duly

obtaining the completion certificate from the competent authority as provided in the Act.

- (ii) That the computation of the price of the Apartment/Flat includes recovery of price of land, construction of not only the Apartment/Flat but also the Common Areas, internal development charges if any, external development charges if any, cost of providing electric wiring, electrical connectivity to the Apartment/Flat, lift, water and plumbing, tiles, doors, windows, fire detection and firefighting equipment in the common areas. The cost of maintenance charges, all other facilities, amenities and specifications to be provided in respect of the Apartment/Flat and the Project will be as per the Agreement.
- (iii) The Purchaser/s has the right to visit the project site, without interrupting or causing any obstruction to the ongoing construction work, to assess the extent of development of the project and his Apartment/Flat, as the case may be. However, the Purchaser/s agrees and understands that the Developer will be required to make certain arrangements for the Purchaser/s' safety and hence the Purchaser/s shall give prior written intimation to the Developer for the project site visit.

1.9 It is made clear by the Developer and the Purchaser/s agrees that the Apartment/Flat along with \_\_\_\_\_ garage/covered parking/s shall be treated as a single indivisible Flat for all purposes. **OR** It is made clear by the Developer and the Purchaser/s agrees that the Purchaser shall be allotted the Apartment/Flat along with right to park \_\_\_\_ no. car in the Project Land at a designated spot. It is agreed that the Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s of the Project.

1.10 The Developer agrees to pay all outgoings till the expiry of the period mentioned in

the notice of possession, for taking physical possession of the Apartment/Flat to the Apex Body, which it has collected from the Purchaser/s, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, and such other facilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoing collected by it from the Purchaser/s or any liability till the expiry of the period mentioned in the notice of possession, of the Apartment/Flat to the Purchaser/s, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing 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.

## **2. CONSTRUCTION**

- 2.1 The Developer shall construct the Tower/Building no.\_\_\_\_ (Block No.\_\_\_\_) consisting of \_\_\_\_ upper floors comprised in the said Phase in accordance with the plans, designs and specifications as approved by South 24 Parganas Zilla Parishad and Thakurpukur Panchayat Samity and Kulerdari Gram Panchayat from time to time. Provided that the Developer shall obtain prior consent in writing of the Purchaser/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Apartment/Flat of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the building layout of the Phase, the Developer shall obtain prior consent in writing of the Purchaser/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.
- 2.2 The Developer has informed the Purchaser/s and the Purchaser/s hereby confirms and acknowledges that the Project Land is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Purchaser/s further acknowledge/s and confirms that the Developer may, at any time, vary/modify the Layout plan in such manner as the Developer may deem fit, subject however to the sanction of the

concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities. The Developer shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

### **3. DESCRIPTION OF APARTMENT/FLAT, CAR PARKS AND COMMON AREAS AND FACILITIES & TOTAL CONSIDERATION**

3.1 At the request of the Purchaser/s, the Developer has agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Developer a residential Apartment/Flat of the aforesaid Total Area bearing no. \_\_\_\_, on the \_\_\_ floor of the Building/Wing “\_\_\_” (Block no.\_\_\_\_\_) (“Apartment/Flat”) alongwith the right to use \_\_\_\_ no. of car parking space, which is more particularly described in the Third Schedule hereunder written and shown in RED colour on the plan thereof thereto annexed as **Part III of Schedule “A”**; constructed or being constructed in the Phase, along with the right to use the Common Areas and Facilities more particularly described in the Schedule **D** and **E** and Facilities common with the future project to be constructed on the Subject Land.

3.2 The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Apartment/Flat to be provided by the Developer in the said Building(s)/Wing(s) and the Apartment/Flat as are set out in Schedule “**D**”, annexed hereto or its equivalent thereof. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter.

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

4.1 The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Apartment/Flat are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign



Exchange Management Act, 1999 (“**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

- 4.2 The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s under this Agreement towards the said Apartment/Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”).
- 4.3 The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
- 4.4 The Purchaser/s further agrees and confirms that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Apartment/Flat neither have any

claim/demand against the Developer, which the Purchaser/s hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

**5. PAYMENT SCHEDULE & MANNER OF PAYMENT**

5.1 The Purchaser/s hereby agrees to pay to the Developer the Total Price of Rs. ....( Rupees .....) in the following manner:-

Milestone	Amount
Booking Amount (BA)	Rs. 50,000/-
Within 15 days	6% (agreement value) – BA
Within 30 days of booking	4%+Legal charges
On commencement of work	10%
On Completion of Piling of Tower	10%
On completion of Foundation / Plinth of Tower	10%
On completion of 2nd Floor Slab of Tower	5%
On completion of 5th Floor Slab of Tower	10%
On completion of 8th Floor Slab of Tower	10%
On completion of Top Floor Slab of Tower	10%
On completion of Internal Brick wall of Tower	10%
On Completion of Internal Flooring of Tower	5%
Completion of Plumbing of Tower	5%
On Notice of Possession of Tower	5% + OC

**OR**

<b>Milestone</b>	<b>Amount</b>
Booking Amount (BA)	6% (agreement value)
Within 15 days	4% (agreement value)
On completion of Top Floor Slab of Tower	70% (agreement value)
On Notice of Possession of Tower	20% (agreement value) + 100% of Other Charges

The Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.

- 5.2 The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Developer sending invoice/demand letters towards completion of each milestone. Intimation forwarded by Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.
- 5.3 All payments to be made by the Purchaser/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “\_\_\_\_\_”.

5.4 For the purpose of remitting funds from abroad by the Purchaser/s, the following are the particulars of the beneficiary:

Beneficiary's Name : \_\_\_\_\_ Account  
Beneficiary's Account No. : \_\_\_\_\_  
Bank Name : \_\_\_\_\_ Bank  
Branch Name : \_\_\_\_\_  
Bank Address : \_\_\_\_\_  
Swift Code : \_\_\_\_\_  
IFSC Code : \_\_\_\_\_

5.5 In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the Apartment/Flat, the Purchaser/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft drawn in favour of “\_\_\_\_\_”.

5.6 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this agreement and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.500/- (Rupees five hundred only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.1000/- (Rupees one thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s)/RTGS/NEFT only.

5.7 Further, at the express request of the Purchaser/s, the Developer may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement including

timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developer shall not be subject to any change/withdrawal. The Purchaser/s further understands and agrees that the Developer shall have the right to accept or reject such early payments on such terms and conditions as the Developer may deem fit and proper. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s.

5.8 The Total Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority(ies), local bodies/government, competent/planning authorities (“**Authorities**”) from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to Authorities.

## 6. TAXES

The Total Consideration above excludes Taxes. Taxes includes, Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Apartment/Flat.

For the purpose of this agreement:

*“GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.*

*“GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.*

*“Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.*

Taxes shall be payable by the Purchaser/s on demand made by the Developer within 7 (seven) working days, and the Purchaser/s shall indemnify and keep indemnified the Developer from and against the same.

#### **7. TAX DEDUCTED AT SOURCE**

The Purchaser/s is aware that the Purchaser/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

#### **8. DEVELOPER TO APPROPRIATE DUES**

The Purchaser/s authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

#### **9. TIME IS OF ESSENCE**

9.1 Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Purchaser/s and the Common Areas to the Association after receiving the occupancy certificate or the completion certificate, as the case may be.

9.2 Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in **Schedule 'C'**.

#### **10. INTEREST**

10.1 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than

2% as may be prescribed under the Act/ Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.

- 10.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 10.3 Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the Apartment/Flat and the Car Park(s) and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

## **11. FLOOR SPACE INDEX**

- 11.1 The Purchaser/s has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout as a Project Land on the basis of the available Floor Space Index (“**FSI**”) on the Subject Land and accordingly the Developer shall develop the Subject Land in multiple phases.
- 11.2 The Developer declares that FSI available as on date in respect of the Project Land is \_\_\_\_\_ square meters only and the Developer has planned to utilize FSI of \_\_\_\_\_ square meters on the said Phase by utilizing the FSI of the said Project Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.
- 11.3 Further, the Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Subject Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the

buildings being constructed on the Project Land/Subject Land as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/Apartment/Flats in such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Land.

- 11.4 The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project Land/Subject Land including the existing and future FSI and /or transferable development rights (“**TDR**”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Land/Subject Land or elsewhere as may be permitted and in such manner as the Developer deems fit.
- 11.5 The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other phases comprised in the said Project Land/Subject Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Project Land/Subject Land.
- 11.6 Neither the Purchaser/s nor any of the other purchasers of the apartment(s)/flat(s)/premises/Apartment/Flats in the buildings being constructed on the Project Land (including the Building) nor the association / apex body / apex bodies to be formed of purchasers of apartment(s)/flat(s)/premises/Apartment/Flats in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Project Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and building(s) /Project Land is conveyed to the association / apex body / apex bodies in the manner set out herein below.



11.7 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Land as may be permissible.

11.8 The Purchaser/s or the association / apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Purchaser/s that even after the formation of the association / apex body / apex bodies, the Developer, if permitted by the South 24 Parganas Zilla Parishad and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

## **12. ADHERENCE TO SANCTIONED PLANS**

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter and shall before offering possession of the Apartment/Flat to the Purchaser/s obtain from the concerned local authority occupancy certificate in respect of the Apartment/Flat.

### **13. POSSESSION**

The Developer shall offer possession of the Apartment/Flat to the Purchaser/s, after obtaining the Occupation Certificate/Completion Certificate for the said Apartment / Flat on or before \_\_\_\_\_ (“**Delivery Date**”) and shall also deliver the Common Areas and Facilities as mentioned in **Schedule “D” & “E”** subject to the Purchaser/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and delivery date of the Common Areas and Facilities mentioned in **Schedule “D & E”** shall stand extended unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control of the Developer, due to non-compliance on the part of the Purchaser/s including on account of any delay on the part of the Purchaser/s. If, however, the completion of the Project is delayed due to the Force Majeure condition then the Purchaser/s/ agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment/Flat.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser/s the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the Purchaser/s about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/s, the Purchaser/s agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

### **14. MANNER OF TAKING POSSESSION**

14.1 The Developer upon obtaining the Occupancy Certificate from the competent authority shall issue the Completion Notice to offer in writing the possession of the Apartment/Flat, to the Purchaser/s in terms of this Agreement. The Purchaser/s and the Developer shall enter into and complete the registration of the Deed of Conveyance, within 3 (three) months from the date of issue of occupancy certificate or as specified

under the Relevant laws, before obtaining possession. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Purchaser/s, as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the Purchaser/s at the time of conveyance of the same.

14.2 The Purchaser/s shall take possession of the Apartment/Flat within 60 (sixty) days (2 months) from the date Developer offering possession of the Apartment/Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment/Flat to the Purchaser/s.

14.3 Upon receiving possession of the Apartment/Flat or expiry of the said 15 days from offering of the possession (“**Possession Date**”), the Purchaser/s shall be deemed to have accepted the Apartment/Flat, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Apartment/Flat shall pass and be deemed to have passed to the Purchaser/s.

14.4 The Purchaser/s/Allottee/s, after taking possession, agree(s) to pay the maintenance charges and all other charges, amounts, fees, taxes as determined by the Developer/Holding Organization/ competent authority, etc., as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the Purchaser/s/Allottee/s at the time of conveyance of the same.

14.5 The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Apartment/Flat within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten only) per month

per square meter of the Total Area of the Apartment/Flat (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Apartment/Flat shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

14.6 It is hereby agreed between the Parties that upon receipt of occupation certificate for the said Apartment/Flat, the Purchaser/s shall not be entitled to terminate this Agreement. Further in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Apartment/Flat within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the Apartment/ Flat along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer’s obligation of delivering possession of the Apartment/ Flat shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Apartment/Flat.

## **15. COMPENSATION**

The Developer shall compensate the Purchaser/s in case of any loss caused by 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.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in the Schedule for Possession; or (ii) due to discontinuance of business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Purchaser/s, in case the Purchaser/s wishes to withdraw from the Project without prejudice to any other remedy available to return the total

amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due;

Provided that where if the Purchaser/s does not intend to withdraw from the Project, the Developer shall pay the Purchaser/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot] which shall be paid by the Developer to the Purchaser/s within forty-five days of it becoming due.

## **16. OUTGOINGS**

- 16.1 From the Possession Date, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Buildings/Tower namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.
- 16.2 Until the conveyance of the structure of the Buildings/Tower to the common organization, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.
- 16.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received and retained by the Developer till the time the Association/Company is formed, subsequently on

account of association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

## **17. DEFECT LIABILITY PERIOD**

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

17.2 However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Apartment/Flat / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.

17.3 After the receiving possession of the Apartment or expiry of the said 15 days from offering of the possession ("Possession Date"), any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s/Allottee/s and the Purchaser/s/Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

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

18.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Apartment/Flat to the Purchaser/s within the specified time period specified 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 para 'ready to moved in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect

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;

- (ii) Discontinuance of the Developer'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.

18.2 In case of Default by Developer under the conditions listed above, Purchaser/s is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer, if the milestones are not achieved by the Developer. If the Purchaser/s stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any interest; or
- (ii) The Purchaser/s shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice; Provided that where an Purchaser/s does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the Developer to the Purchaser/s within the period prescribed under the Relevant Laws.

18.3 The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser/s fails to make payment for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser/s shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Purchaser/s under the condition listed above continues for a period beyond \_\_\_\_\_ consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the [Apartment/Plot] in favour of the Purchaser/s

and refund the money paid to him by the Purchaser/s by deducting the Booking Amount along with the Non-refundable Amounts, and this Agreement shall thereupon stand terminated;

Provided that the Developer shall intimate the Purchaser/s about such termination within the period prescribed under the relevant laws, prior to such termination.

- (iii) In the event if the Purchaser/s fails or neglects to (i) make the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchaser/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser/s, to cancel/terminate the transaction.
  
- (iv) In case the Purchaser/s fails to rectify the default within the aforesaid period of 15 days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, Balance amounts ("**Non Refundable Amount**"), if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s executing and registering the deed of cancellation or such other document ("**Deed**") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s and the Purchaser/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in



such execution/ registration shall not prejudice the cancellation, the Developer's right to forfeit and refund the balance to the Purchaser/s and the Developer's right to sell/transfer the Apartment/Flat including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchaser/s shall not have any right, title and/or interest in the Apartment/Flat and/or Car Park(s) and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. The Purchaser/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

**19. TERMINATION BY PURCHASER/S PRIOR TO RECEIPT OF OCCUPATION CERTIFICATE.**

In the event, the Purchaser/s intends to terminate this Agreement, then the Purchaser/s shall give a prior written notice (“**Notice**”) of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Purchaser/s shall also return all documents (in original) with regards to this transaction to the Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with clause mentioned hereinabove.

The Purchaser/s further agrees and undertakes that on occurrence of such event of termination, the Purchaser/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developer as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title and/or interest in the Apartment/Flat and/or Car Park(s) and/or the Project and/or the Project Land and the Purchaser/s waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. Further, upon such termination, the Developer shall be entitled to deal with the aforementioned Apartment/Flat at its sole discretion.

**20. ASSOCIATION STRUCTURE**

- 20.1 The Developer shall at its discretion, as prescribed under the Relevant Laws,
- (i) form association of the purchasers of Apartment/Flats in the Building(s) (being either a co-operative society/condominium/limited company or combination of them), as it may deem fit and proper in respect of each of the building(s) comprised in Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Building, within such period as may be prescribed under the Relevant Laws.
  - (ii) form an Association for the entire development or separate Organization/Association (being either a co-operative society/condominium/limited company or combination of them) (“**Apex Body**”) for each of residential and commercial zones, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.
  - (iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out hereunder), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the association/apex body/apex bodies on such terms and conditions as the Developer may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.
  - (iv) Make provisions for payment of outgoings/CAM to the association & the apex body/apex bodies for the purposes of maintenance of Building in which the Apartment/Flat is located and the entire Project.
- 20.2 The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and

articles of Association drafted/adopted by the Developer for the association, necessary for the formation and registration of the Association within 10 (ten) days from intimation by the Developer. The Purchaser/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association / Association for the association. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of apartment(s)/flat(s)/premises/Apartment/Flats in the Building(s). The Purchaser/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body / apex bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the Association by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorize Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

20.3 The Developer may become a member of the Association to the extent of all unsold and/or unallotted Apartment(s)/Flat(s)/, areas and spaces in the Building.

20.4 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/ all purchasers of apartments/flats/premises/ Apartment/Flats in the building/s in the same proportion as the total area of the apartments/flats/ premises/Apartment/Flats bears to the total area of all the apartment(s)/flat(s)/premises/Apartment/Flats in the said building/s.

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

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

## 22. FACILITY MANAGEMENT COMPANY

- a. By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person (“**Facility Management Company**”) to manage, upkeep and maintain the Building together with other buildings and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser’s proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is hereby clarified and the Purchaser/s agrees and authorizes the Developer to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Developer will novate the facility management agreement (“**FM Agreement**”) in favor of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.
- b. The Purchaser/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.
- c. The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole

discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s) and use of the Apartment/Flat by the Purchaser/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of Apartment/Flats in the Building(s) and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of Apartment/Flats in this regard.

### **23. FIT OUT MANUAL**

- a. The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / apex body / apex bodies (“**Fit-Out Manual**”) and without causing any disturbance, to the other purchasers of Apartment/Flats in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Apartment/Flat. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment/Flat or the Building, the Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Apartment/Flat and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within the such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Apartment/Flat or the Building (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Apartment/Flat. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment/Flat or the Building(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery

of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment/Flat or the Building(s).

- b. Upon the possession of the Apartment/Flat being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Apartment/Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Apartment/Flat provided the Apartment/Flat is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser/s or his agents and the Purchaser/s shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Purchaser/s or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s on account of entry to the Apartment/Flat as aforesaid. If the Apartment/Flat is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Building and/or purchasers therein, the Purchaser/s consent(s) to the Developer to break open the lock on the main door/entrance of the Apartment/Flat and the Developer shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Apartment/Flat.

## **24. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

24.1 The Developer hereby represents and warrants to the Purchaser/s to the best of its knowledge as on date as follows:

- (i) The Developer has clear and marketable title with respect to the project land; as let out in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- (iii) There are no encumbrances upon the Apartment/ Flat or Project Land or the Project except those disclosed in the title report, if any;
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Project Land, Building/wing and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developer 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 Project Land, including the Project and the Apartment/Flat which will, in any manner, adversely affects the rights of Purchaser/s under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Apartment/Flat to the Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure in the project to the Association of the Purchaser/s, as and when the same is formed;

- (x) The Developer has duly paid and shall continue to pay and discharge undisputed 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;
- (xi) 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 or served upon the Developer in respect of the Project Land and/or the Project except those disclosed in the title report.

24.2 **It is clearly understood and agreed by the Parties that –**

24.2.1 The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Purchaser/s and/or users of apartment(s)/flat(s) in the Building(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s /other occupants of apartment(s)/flat(s) in building constructed on the Project Land till such time the Land is handed over to the association/society/condominium/limited company/Apex Body/Apex Bodies.



- 24.2.2 Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Apartment/Flat to be executed in respect of the sale/transfer of apartment(s)/flat(s) in the buildings to be constructed on the Project Land. The Purchaser/s hereby expressly consents to the same.
- 24.2.3 The Purchaser/s agree/s that the Purchaser/s shall along with other purchasers / occupiers of the other phases of the Project observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas and Facilities to be provided underneath the Tower/Building \_\_\_\_\_ , a list of the same is annexed hereto as **Schedule “D & E”**. The Purchaser/s shall also, observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas and Facilities which will be common for the entire Project (These amenities will be by the purchaser/s of flat/s to be developed in future on the Subject Land) as shall be subsequently decided by the Owners and the Developer.
- 24.2.4 It is clearly understood and agreed by the Purchaser/s that all the facilities/amenities/common areas mentioned in the **Schedule D**, may not be ready and/or operational for use at the time of handing over of the possession of the Apartment/Flat. However, it is understood by the Purchaser/s all those facilities/amenities, which are not ready and/or operational will be handed over in the manner prescribed in the aforementioned Schedule. It is further agreed by the Purchaser/s that the persons and/or entities/agencies named to provide the recreational facilities/amenities as mentioned in any offer document/brochure/collaterals are tentative and may be altered/modified.

## **25. BRAND NAME & PROJECT NAME**

25.1 It is agreed by the Purchaser/s that the name of the Project “**Godrej Seven**” or of the individual towers may be changed at the sole discretion of the Developer in accordance to the Relevant Laws.

25.2 It is further agreed by the Purchaser/s that the association of the brand name “Godrej” (in its registered logo form) or a combination of words with prefix as “Godrej” (“**Brand Name**”) shall at all times be subject to the sole control of Godrej Properties Limited (“**GPL**”) who is one of the partners of the Developer. It is agreed and accepted by the Purchaser/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Land including Project Land, the Building, as well as the Association (which would be formed gradually), unless a different understanding is captured between GPL and the Association. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the GPL. The Purchaser/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Purchaser/s and the Association of the Apartment/Flat purchasers shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

## **26. REPRESENTATIONS BY THIRD PARTIES**

The Purchaser/s acknowledge(s), agree(s) and undertake(s) that the Purchaser shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Purchaser/s nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.

## **27. TRANSFER**

Only after (i) payment of minimum 50 percent of the Total Consideration by the Purchaser/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated \_\_\_\_\_, whichever is later, the Purchaser/s may transfer his rights, title and interest in the Apartment/Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developer. Any such transfer by the Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Purchaser/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser/s under this Agreement and payment of applicable transfer / administrative fee of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) per square meter plus taxes as applicable on the Total Area of the Apartment/Flat to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

## **28. OBLIGATIONS, COVENANTS, REPRESENTATIONS OF PURCHASER/S**

The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Flat may come, hereby covenants, represents with the Developer as follows :-

- (i) To maintain the Apartment/Flat at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage

is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated nor shall demand partition of the Purchaser's interest in the Apartment/Flat and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the Apartment/Flat without the prior written permission of the Developer and/or the society or the limited company.
- (v) The Developer /maintenance agency/association of Purchaser/s shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the association of Purchaser/s and/or maintenance agency to enter into the Apartment/Flat 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.
- (vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Flat is situated or

any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the project land and the building in which the Apartment/Flat is situated.
- (viii) Pay to the Developer within 15 (fifteen) days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Flat is situated.
- (ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/flat(s)/premises/units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/Flat or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Apartment/Flat/s in the Building, without the prior written permission of the Developer/association/concerned authorities;

- (xiii) After possession of the Apartment/Flat is handed over the Purchaser/s, the Purchaser/s may insure the Apartment/Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- (xiv) The Purchaser/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- (xv) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
- (xvi) The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xvii) Till a conveyance of the structure of the building in which Apartment/Flat is situated is executed in favour of society/limited society, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- (xviii) Till a conveyance of the project land on which the building in which Apartment/Flat is situated is executed in favour of Apex Body or federation, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

### **Usage of Apartment/Flat Areas & Car Parks by Purchaser**

- (xix) Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set room, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchaser/s formed by the Purchaser/s for rendering maintenance services.
- (xx) The Purchaser/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Purchaser/s has/have not relied on the same for his/her/their/its decision to acquire Apartment/Flat in the Phase and also acknowledges that the Purchaser/s has/have seen all the sanctioned layout plans and time schedule of completion of the Project.
- (xxi) The Purchaser/s undertakes that the Purchaser/s has/have taken the decision to purchase the Apartment / Flat in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s by the Developer in person including the disclosures contained herein and

on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

- (xxii) Save and except the information / disclosure contained herein the Purchaser/s confirm/s and undertake/s to not to any make any claim against Developer or seek cancellation of the Apartment / Flat or refund of the monies paid by the Purchaser/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- (xxiii) The Purchaser/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment/Flat and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s or any other apartment/flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (xxiv) The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchaser/s and/or maintenance agency appointed by association of Purchaser/s. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xxv) The Purchaser/s hereby consents that the Developer shall be entitled to develop the balance area of the entire Subject Land, without any reference to the Purchaser/s and/or Association, as the Developer may deem fit and proper until the complete optimization of the Project Layout. In this regard, the Purchaser/s hereby permit the Developer to make any other alterations or additions in the sanctioned plans, layout plans, specifications of the Buildings, common areas within the Subject Land, and also grant right of usage for all common areas, facilities/amenities envisaged in the entire subject land, to Purchaser/s of contiguous Phases, to be developed and/or developed in the Subject Land.



The Purchaser/s is aware that the Developer has offered several recreational facilities/amenities list of which is annexed herewith in Schedule D on a 'pay by use' basis. The Purchaser/s may opt to choose the said recreational facilities/amenities on payment requisite charges to the person who will be providing such recreational facilities/amenities. It is further agreed by the Purchaser/s that the persons named to provide the recreational facilities/amenities at the Project mentioned in any offer document/brochure/collaterals are tentative and may be altered/replaced/ by the Developer.

**29. RIGHTS OF THE DEVELOPER**

Developer obligation for obtaining occupation certificate /completion certificate. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Apartment/Flat to the Purchaser/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Apartment/Flat.

**30. HOARDING RIGHTS**

The Purchaser/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the Association and the Purchaser/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the Association for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

**31. RETENTION**

Subject to, and to the extent permissible under the Relevant Laws, the Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ apartment/flats in the Project which may be subject to different terms of use, including as a guest house / corporate apartment/flats.

### **32. UNSOLD APARTMENT/FLAT**

- (i) All unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building / Phase and Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Project Land and the Building / Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.
  
- (ii) The Developer shall without any reference to the Purchaser/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/flat(s)/premises/units in the Building / Phase on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the Association. The Purchaser/s and Association bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the Association.

### **33. BASEMENT/PODIUMS**

The Purchaser/s hereby consents to the Developer dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell, let,

sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase to the extent permissible under the Relevant Laws.

**34. ASSIGNMENT**

The Developer may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with Relevant Laws. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.

**35. ADDITIONAL CONSTRUCTION**

The Developer 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.

**36. MORTGAGE & SECURITY**

The Developer if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Apartment/Flat allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment/Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and building/s constructed thereon in favour of the Association in accordance with Clause \_\_\_ above. The Purchaser/s hereby gives express consent to the Developer to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Apartment/Flat agreed to be transferred hereunder.

**37. RIGHT OF PURCHASER/S TO THE APARTMENT/FLAT AND COMMON AREAS**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Flats or of the said Project Land and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment/Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the society/limited company or other body.

**38. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

**39. ENTIRE AGREEMENT**

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those

contained in this Agreement. The Purchaser/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Purchaser/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

**40. RIGHT TO AMEND:**

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

**41. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE PURCHASER/S / SUBSEQUENT PURCHASER/S**

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 Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Apartment/Flat, in case of a transfer, as the said obligations go along with the Apartment/Flat for all intents and purposes.

**42. SEVERABILITY**

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

**43. WAIVER**

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

43.2 Failure on the part of the Parties to enforce at anytime 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.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other purchaser/s in Project, the same shall be in proportion to the Carpet Area of the Apartment/Flat to the carpet area of all the apartment(s)/flat(s) in the Project.

**45. 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.

**46. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Purchaser/s and the Developer through its authorized signatory of the Developer at the Developer's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Kolkata.

**47. PRESENT FOR REGISTRATION**

The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

**48. NOTICES**

- 48.1 Any notice, demand or other communication including but not limited to the Purchaser's default Notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

**To the Purchaser:**

Name:

Address:

Notified E-mail ID:

**To the Developer:**

Name:

Address:

Notified E-mail ID:

- 48.2 In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Developer of its obligation in this regard.

48.3 It shall be the duty of the Purchaser/s and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser/s/s as the case may be.

**49. JOINT PURCHASER/S**

That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/s 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 Purchaser/s and incase of refund to the purchaser, the Developer shall pay/remit the refund amount in the name of first Purchaser/s.

**50. STAMP DUTY AND REGISTRATION CHARGES**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s only.

**51. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the Purchaser/s in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser/s under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**52. ARBITRATION**

In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under Relevant Laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Kolkata.



**53. 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 laws of India for the time being in force and the Kolkata courts will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the West Bengal Housing Industry Regulation Act, 2017 and the Rules and Regulations made thereunder (“Rules and Regulations”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

**SCHEDULE A**

**PART I**

**(Description of the Subject Land)**

**PART II**

**(Description of Project Land)**

**PART III**

**(Description of Apartment/Flat/Car Parking)**

**SCHEDULE B**

**(Floor Plans/Tower Plan/Layout Plan)**

**SCHEDULE C**

**(Payment Plan)**

**SCHEDULE D & E**

**(Common Areas & Portions, Facilities, and Special Recreational Facilities)**

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

SIGNED AND DELIVERED by the )  
withinnamed **Owners**, through its )  
constituted attorney. Amitis Developers )  
LLP\_\_ )  
in the presence of : )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

SIGNED AND DELIVERED by the  
withinnamed **Developer**, through its  
authorized \_\_\_\_\_ representative  
Mr./Mrs./Ms. \_\_\_\_\_  
vide its Partner's resolution dated \_\_\_\_\_

SIGNED AND DELIVERED by the )  
withinnamed **Purchaser/s** )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

Please affix  
photograph and sign  
across the photograph

Please affix  
photograph and sign  
across the photograph

in the presence of : )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )  
)

SIGNED AND DELIVERED by the )  
withinnamed **Purchaser/s** )  
\_\_\_\_\_, through its Authorized )  
Signatory/representative vide )  
Board/Partner's Resolution dated \_\_\_\_\_ )  
)

In the presence of : )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

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