

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this \_\_\_\_\_ (Date) day of \_\_\_\_\_ (Month), 20\_\_\_\_

**By and Between**

**IDEAL REAL ESTATES PRIVATE LIMITED** (CIN no. \_\_\_\_\_), a Company within the meaning of the Companies Act, 2013 having its registered and corporate office at 50, Jawaharlal Nehru Road, Kolkata 700 071 and having Income Tax Permanent Account No. AAACD9025H represented by its authorized signatory/Director (Aadhaar no. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the One Part

AND

*[If the Allottee is a company]*

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company within the meaning of the Companies Act, 2013, as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

[OR]

*[If the Allottee is a Partnership]*

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide resolution dated \_\_\_\_\_ hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, and their respective heirs, executors, administrators, successors, legal representatives and/or permitted assigns)

[OR]

*[If the Allottee is an Individual]*

Mr./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, legal representatives and permitted assigns).

[OR]

*[If the Allottee is a HUF]*

\_\_\_\_\_ HUF, a Hindu Undivided Family represented by its Karta Mr. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the coparceners and members for the time being of the said HUF, and their respective heirs, executors, administrators, successors and permitted assigns).

*(Please insert details of other allottee(s) in case of more than one allottee)*

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

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

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

## WHEREAS

- A. The Promoter is the absolute and lawful owner of the said Land described in **Schedule H**. The devolution of title of the Promoter in respect of the said Land is mentioned in **Schedule I** hereto.
- B. The said Land is earmarked for the purpose of building a residential project having multi-storied residential apartment buildings and the Project has been named "**IDEAL EXOTICA**".
- C. The Promoter is fully competent to enter into this Agreement.
- D. The Kolkata Municipal Corporation has sanctioned building plan to develop the project vide approval dated 27.09.2013 bearing sanction no. 2013100161.
- E. The Promoter has obtained the sanctioned Plans for the Project from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.

- G.** The Allottee had applied for an apartment in the Project and has been allotted All That the said Apartment Unit described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**;
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.** The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The ownership and title of the Premises and the documents relating thereto;
  - (ii) The Plans sanctioned by the Corporation and the necessary approvals and permissions;
  - (iii) The right, title, interest and entitlement of the Promoter in respect of the Premises; and
  - (iv) The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment.
- J.** The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.
- K.** 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.
- L.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:
  - 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment Unit described in **Schedule A**.
  - 1.2 The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area thereof is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only (“**Total Price/Agreed Consideration**”)) as per details mentioned in **Schedule C**:

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the

Allottee and/or the Project to the Association of allottees after obtaining the completion certificate;

Provided that all the applicable Taxes shall be payable by the Allottee to the Promoter;

;

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
  - (iv) The Total Price of the said Apartment includes the proportionate share in land and Common Areas as mentioned in this Agreement.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule 'C'** ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at State Bank of India Prime Lending Rate plus 2 per cent per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** in respect of the said Apartment, without the previous written consent of the Allottee as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be acquired by the Allottee and the Allottee hereby consents to the same and waives his right of giving any further consent.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate is granted by the Corporation, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the said Apartment Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in **Schedule A** and
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, municipal taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion/ Occupancy Certificate from the Corporation as provided in the Act;
  - (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedules D & E**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoing relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the

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

- 1.11 The Allottee has paid a total sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein; Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with necessary declarations, documents, permission, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment Unit applied for herein in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

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

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

5. **TIME OF ESSENCE:**

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

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

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

6.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or

prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

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

## 7. DELIVERY OF THE SAID APARTMENT:

### 7.1 Schedule for delivery of the said Apartment:-

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Promoter assures to hand over the said Apartment 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 ("Force Majeure") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall be terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 days from that date or within such further time as may be agreed between the parties The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Promoter.

- 7.1A The obligation of the Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as



also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under law and not committing any breach, default or violation.

- 7.2 **Procedure for taking Possession-** The Promoter, upon issue of the Partial or Full Occupancy/Completion Certificate by the Corporation, shall offer in writing the possession ("**Possession Notice**") of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Promoter and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be, municipal taxes and other outgoings, electricity charges, other charges, rates, taxes, levies, deposits in respect of the said Apartment Unit from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier. The Promoter shall hand over the occupancy/completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of the said Apartment-** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through the Project Advocates and the Promoter shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, municipal taxes and other outgoings as specified in Clause 7.2.
- 7.4 **Possession by Allottee-** After obtaining the occupancy/Completion certificate and handing over physical possession of the Apartments to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees as per the local laws
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings,

stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter under this Agreement, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Promoter towards the Total Price shall only be returned by the Promoter to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.

- 7.6 **Compensation.**- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Building containing the said Apartment is being constructed or has been constructed that is known to the Promoter but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, 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. It is further made clear that under no circumstances shall the Promoter be liable for any defective title not created by the Promoter and/or any defect that existed prior to the purchase of the land by the Promoter.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoter, the Promoter shall be liable on written demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him towards the Total Price of the said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect. t

Provided that where if the Allottee does not intend to withdraw from the Project, the Allottee may claim from the Promoter interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter to the Allottee within forty five days of it becoming due and such interest may be adjusted against the interest receivable by the Promoter from the Allottee for delayed payment in terms of Clause 1.11.

- 7.7 With effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 7.8 After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter.
- 7.9 At the request of the Allottee, the Promoter may at its option and subject to such conditions and compliances by the Allottee as it may deem fit, allow the Allottee to have temporary access to the said Apartment for interiors and furniture works at his own costs provided prior full payment of the Agreed Consideration, Additional Liabilities and Deposits is made by the Allottee. The Allottee shall complete the interiors and furniture works without disturbing or causing inconvenience to the Promoter or the buyers/occupants of other Apartment Units and without making any change in the structure and construction of the said Apartment. During such period, the Promoter shall continue to be in possession of the said Apartment and the Allottee shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the said Apartment till possession is given by the Promoter in terms of Clause 7.2 above.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has marketable title with respect to the said Land on the basis of the devolution of title mentioned in **Schedule-I** hereto and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Promoter;

- (iv) There are no litigations pending against the Promoter before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and the said Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the common areas to the association of Allottees;
- (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Premises to the Corporation till the Completion Certificate is issued;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Apartment) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clauses and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:
- (i) Promoter fails to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' or fails to complete the project within the stipulated time

disclosed at the time of registration of the project with the Authority and/or extensions thereof. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition.

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under

**Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment /Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter shall be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.  
Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iii) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter within the above time, then the Allottee shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 days, the Promoter may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3(ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- (iv) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Buildings, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.
- (v) Besides the aforesaid rights the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to in law by reason of any default or breach on the part of the Allottee.

## 10. CONVEYANCE OF THE SAID APARTMENT:

10.1 The Promoter, on receipt of Total Price of the said Apartment as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **Schedule G**

and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a conveyance deed and convey the title of the said Apartment, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Promoter is made by the Allottee.

10.2 Neither any of the following is intended to be transferred, nor any of them shall be transferred in favour of the Allottee and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof :

- a) Open and covered spaces in the Buildings and the Land not included in the Common Areas mentioned in **Schedule E**;
- b) Other Apartments, Apartment Units, servant quarters and Parking Spaces in the Buildings (except the right to park car(s) in the said Parking Space) and/or the Premises;
- c) Exclusive Open Terrace attached and/or appurtenant to other Apartment Units; and
- d) Right of further construction on any part of the land comprised in the Premises or raising of any additional floor/storey/construction over the roofs of the Buildings.

10.3 In respect of the Apartment Units, other spaces, properties and rights which are not intended to be transferred to the Allottee as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter in its absolute discretion, without any reference to the Allottee. The Allottee hereby consents to the same and undertakes and covenants not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same. The Allottee has irrevocably and unconditionally agreed and undertaken not to have or be entitled to nor to claim any right, title, interest in the other Apartment Units at the Premises (including the Exclusive Open Terrace Garden Areas comprised therein) and/or the properties and rights which are not intended to be transferred to the Allottee as aforesaid and also hereby disclaims, relinquishes, releases and/or waives in favour of the

Promoter and/or the other Apartment Owners, as the case may be, all right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or in equity, into or upon the other parts and portions of the Buildings and the Premises excepting those which are being expressly agreed to be transferred in favour of the Allottee by this Agreement and has agreed that such provision would also be included in the Deed of Conveyance to be executed in favour of the Allottee in respect of the said Apartment Unit.

10.4 The right of the Allottee regarding the Undivided Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation of the Undivided Share

10.5 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

10.6 Save and except the right of obtaining housing loan in terms Clause 18 below, the Allottee shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee.

10.7 The Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Buildings and neither the Apartment Owners nor the Association nor any other entity shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable deposit is received from such outside/third parties, then the same shall be made over by the Promoter to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Promoter.

10.8 The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter may suffer.



10.9 The said Exclusive Open Terrace Garden Area, if mentioned in **Schedule A** hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively owned and used by the Allottee for the purpose of private terrace garden only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon. The Allottee shall however be entitled to beautify and landscape the same including installing water fountains. The said Exclusive Open Terrace Garden Area shall form an integral part of the said Apartment Unit and shall be transferrable only as a part of the same and not independently or in any other manner.

10.10 The Allottee confirms that he has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Exclusive Open Terrace Garden Areas attached and/or appurtenant to other Apartments which shall be exclusively owned and used by the respective Apartment Owners and occupants thereof.

#### 11. **MAINTENANCE OF THE BUILDINGS/ APARTMENT/ PROJECT**

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter.

11.2 The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Promoter shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.

11.3 All the Apartment Owners including the Allottee shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

11.4 All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.

11.5 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

11.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Buildings including the Allottee herein.

11.7 The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

11.8 The Allottee shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owner and/or the Promoter.

11.9 The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

11.10 The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge.

11.11 From the date of offering the handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Allottee and/or the Association who

shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Promoter and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartment Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building.

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

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access to all Common Areas mentioned in **Schedule E** as also the garages/covered parking and parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

14. **USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner

whatsoever, and the same shall be reserved for use by the association of Allottees formed for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:**

15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.

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

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

15.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs

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

The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project.

**17. ADDITIONAL CONSTRUCTIONS:**

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

17.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has irrevocably consented to and/or hereby irrevocably consents that the Promoter shall, until handing over the possession of all the Apartments, be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/ further construction in the Premises including by raising of any additional floor/storey/ construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Promoter is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions and the same is and shall be deemed to be the previous written consent under the Act. The Allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of the same. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter. The Promoter shall, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/ approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**  
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing

Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter from the concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies regarding transfer of the said Apartment Unit. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring Apartment Units in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement. The Promoter shall, if required by the Allottee, render co-operation for obtaining such housing loans. It is however made clear that availing of the home loan by the Allottee shall not in any way restrict any of the rights of the Promoter under this Agreement including the right of termination. The Allottee undertakes to avail the home loan in accordance with the terms and conditions of this Agreement.

19. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties.

22. **RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The

parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

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

23.1 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer that is validly made with the prior written consent of the Promoter, as the said obligations go along with the said Apartment for all intents and purposes.

23.2 Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of Clause 18 unless all the following conditions are complied with:-

- a) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- b) The Allottee has made full payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- c) The Allottee or the assignee, nominee, etc. has made payment to the Promoter transfer charges calculated at the rate of Rs. 300/- (Rupees three hundred) only per square feet of super built-up area of the said Apartment (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Service Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- d) The Allottee shall deposit with the Promoter No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Apartment Unit including the documents pertaining to the above Apartment Unit.

- e) Prior consent in writing is obtained from the Promoter regarding the proposed Alienation.
- f) Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

23.3 After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Apartment Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.
- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely 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 Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter. The Allottee may also, at



its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

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

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

29. **NOTICES:**

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the

Allottee or the Promoter by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee  
 \_\_\_\_\_ Allottee Address  
 M/s \_\_\_\_\_ Promoter name  
 \_\_\_\_\_ Promoter Address

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

30. **JOINT ALLOTTEES:**

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

31. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Parties declare and confirm that this format of the Agreement has been prepared by modifying the Agreement for Sale that was being executed prior to the coming into effect of the Act, in order to comply with the mandatory requirements of the Act. The other terms and conditions as per the contractual understanding between the parties have been mutually agreed upon and have been mutually added/modified by the parties to the basic format suggested under the Rules. Such additional/modified terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint buyers)

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

(2) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

#### SCHEDULE 'A'-

Residential Flat No. \_\_\_\_\_, Block \_\_\_\_\_ on \_\_\_\_\_ floor, carpet area approximately \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, alongwith an exclusive balcony/terrace measuring carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) Square feet and servant quarters measuring carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet forming part of the Said Complex named ***Ideal Exotica***. The layout of the Said Flat is delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon. And \_\_\_\_\_ ( \_\_\_\_\_ ) covered/open/basement/covered dependent/open dependent Parking Space No/s. \_\_\_\_\_ in the basement/ground floor for the parking of medium sized car/cars, delineated on the **Plan C** annexed hereto and bordered in colour **Red** thereon.

The said Apartment is to be made ready for handing over possession by December, 2019 unless there is delay due to Force Majeure or reasons beyond control

#### SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

#### SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN

PRICE DETAILS:

Sl. No.	Description	
A.	<b>Unit Price:</b> a) Cost of Unit b) Cost of exclusive balcony or verandah areas c) Cost of exclusive Terrace areas d) Proportionate cost of Common Areas with external wall thickness etc. <hr/> e) Garage/ covered-independent/covered-dependent/open-independent/open-dependent/multi-level/two-wheeler <hr/> Sub-Total	<hr/> <hr/>
B.	<b>Other Charges:</b> (a) Interest Free advance common area maintenance charges for 12 months (b) Maintenance Deposit for Sinking Fund (c) Contribution for becoming Member of the Association. (d) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals. (e) Miscellaneous charges per Apartment. <hr/> Sub-Total	(a) _____ (b) _____ (c) _____ (d) _____ (e) _____ <hr/>
C	Total GST	<hr/>
	<b>Total Price (A + B+C)</b>	<hr/>

THE TOTAL PRICE SHALL BE PAID BY THE ALLOTTEE IN THE FOLLOWING MANNER:

Sl. No.	Stages of Payment	% of Payment	Amount
1	Booking Amount	10% of Unit Price + GST (Rs 2 lakhs + GST to be submitted at the time of filling of application form as Initial Booking Amount. Balance within 15 days from the date of application form.)	
2	On Agreement - within 60 days of Application/Booking	40% of Unit Price+ GST	
3	On Completion of 20th Floor Roof Casting	10% of Unit Price+ GST	
4	On Completion of Roof Casting	10 % of Unit Price + GST	
5	On Completion of Brickwork of respective Unit	10% of Unit Price + GST	
6	On Completion of Flooring of respective Unit	10% of Unit Price+ GST	
7	On Notice for Possession	10 % of Unit Price + Association formation + Legal Fees + Miscellenous Fees + Maintenance Deposit + Advance Maintenance Charges + GST	

**SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT**

Superstructure	RCC structure
Walls (external)	Brick work with Plaster (internal). Paint/stone/glass
Windows	Aluminium windows
Kitchen	Bare.
Toilets	Bare
Flooring	Italian marble in Living/Dining & Bedrooms, Laminates in Master Bedrooms, Marble/Tile/Stone in all common areas.

Electricals	Main line up to DB
Lift	4 lifts in Block-A, 2 lifts each in Block-B, C, D & E. Separate lift for Club.
Generators	100% power to Flats and common areas.
Air conditioning	VRF air conditioning in all apartments.

**SCHEDULE 'E'- SPECIFICATIONS AMENITIES FACILITIES  
WHICH ARE PART OF THE PROJECT**

**1. Common Areas and installations in respect whereof only right of user in common shall be granted regarding the Block in which the said Apartment is situate ("said Block"):**

- (a) Covered paths and passages, lobbies, staircases and landings of the Block.
- (b) Stair head room, caretaker room and electric meter room of the said Block.
- (c) Lift machine room, chute and lift well of the said Block.
- (d) Common installations on the roof above the top floor of the said Block.
- (e) Common staff toilet in the ground floor of the said Block.
- (f) Ultimate/Top roof above the top floor of the said Block.
- (g) Overhead water tank, water pipes, sewerage pipes of the said Block (save those inside any Apartment).
- (h) Drains, sewerage pits and pipes within the said Block (save those inside any Apartment) or attributable thereto.
- (i) Electrical Installations including wiring and accessories (save those inside any Apartment) for receiving electricity from Electricity Supply Agency to all the Apartments in the said Block and common areas within or attributable to the said Block.
- (j) Wiring and accessories for providing stand by power to all the Apartments and common areas within or attributable to the said Block.
- (k) Lift and lift machinery of the said Block.
- (l) Fire fighting equipment and accessories in the said Block as required under law.
- (m) Other areas and installations and/or equipments as may be provided by the Promoter in the said Block for common use and enjoyment.

**2. Common Areas and installations in respect whereof only right of**

**user in common shall be granted regarding the said Premises:**

- (a) Open and/or covered paths and passages inside the Premises.
- (b) Boundary wall around the periphery of the Premises and decorative gates for ingress and egress to and from the Premises.
- (c) Space for Banquet hall and Banquet Lawn.
- (d) Well-equipped indoor gymnasium.
- (e) Landscaped garden and children's play area.
- (f) Space for Indoor Games room.
- (g) Space for visitors' car park.
- (h) Centralized water supply system for supply of water in common to all Buildings in the Premises.
- (i) Main sewer, drainage and sewerage pits and evacuation pipes for all the Buildings in the Premises.
- (j) Pumps and motors for water system for all Buildings and Common Areas.
- (k) Wiring and accessories for lighting of Common Portions of the Premises.
- (l) Lights arrangement at the entrance gate and passages within the Premises.
- (m) Electrical installations relating to meters, transformer and sub-station for receiving electricity from the Electricity Supply Agency.
- (n) Intercom facility in each Apartment, connected to the main gate.
- (o) Common power generator for providing stand-by power for common light(s), lift(s), pump(s) and other common services.
- (p) Common fire fighting equipment, as required under law.
- (q) Other Common Areas and installations and/or equipment as may be provided by the Promoter in the Premises for common use and enjoyment of all Apartment Owners.
- (r) Indoor Badminton Court
- (s) Pool Room
- (t) Table Tennis Room
- (u) Fountain
- (v) Jogging Track
- (w) Swimming Pool and Pool Deck
- (x) Roof above the top floor of the Buildings

It is expressly made clear that the Exclusive Open Terrace Garden Areas attached and/or appurtenant to the Apartments shall not form part of the Common Areas under any circumstance.

**SCHEDULE F- DEFINITIONS**



- (a) **“Additional Liabilities”** shall mean the additional liabilities mentioned in **Part I of Schedule G** which are to be paid by the Allottee in addition to the Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (b) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee to the Promoter for acquiring the said Apartment Unit;
- (c) **“Apartment”** shall mean any residential apartment with servant quarter appurtenant thereto as also Exclusive Open Terrace Garden Area, if any appurtenant thereto or any other covered space in the Buildings which is capable of being exclusively owned, used and/or enjoyed;
- (d) **“Apartment Owners”** shall, according to its context, mean all allottees and/or intending allottees of different Apartments in the Buildings including the Promoter in respect of such Apartments as are not alienated and/or not agreed to be alienated for the time being by the Promoter;
- (e) **“Apartment Unit”** shall mean any apartment and/or other covered space in the Buildings which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park car in a Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- (f) **“Architects”** shall mean Architect Sanon Sen & Associates Private Limited of 5, Russel Street, Kolkata 700071 who have been appointed as the architects for Buildings by the Promoter and/or such other Architects whom the Promoter may from time to time appoint as the Architects for the Buildings;
- (g) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the owners/buyers of Apartment Units and which shall be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (h) **“Buildings”** shall mean the 5 (five) buildings named Block-A, Block-B, Block-C, Block-D and Block-E consisting of basement floors, ground floor and twenty one upper floors and other structures to be constructed on the Premises by the Promoter in terms of the Plans as also the other constructions that may be constructed on the Premises by the Promoter from time to time;
- (i) **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of balconies and servants quarter, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein;
- (j) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (k) **“Common Areas”** shall mean the common areas, facilities and installations in the Buildings and the Premises which are mentioned in **Schedule E**;
- (l) **“Common Parking Spaces”** shall mean parking spaces earmarked for visitors
- (m) **“Common Expenses”** shall include all expenses for the management, maintenance and upkeep of the Buildings, the Common Areas therein and the Premises and the expenses for Common Purposes as mentioned in **Schedule K**;
- (n) **“Common Purposes”** shall include the purpose of maintaining and managing the Premises, the Buildings and in particular the Common Areas, rendition of

services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flats exclusively and the Common Areas in common;

- (o) **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- (p) **“Date of Possession”** shall mean the date on which the Allottee takes actual physical possession of the said Apartment after discharging all liabilities and obligations or date after expiry of Possession notice.;
- (q) **“Date of Commencement of Liabilities”** shall mean the date after expiry of 15 days from the date of the Possession Notice (defined under Clause 7.2 above) or actual physical possession whichever is earlier;
- (r) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Promoter in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all of the Allottee’s obligations, paying and depositing all amounts in time and not committing any breach or default;
- (s) **“Deposits”** shall mean the deposits to be made by the Allottee with the Promoter as mentioned in **Part II of Schedule G** and shall also include any other amount that the Promoter may require the Allottee to deposit;
- (t) **“Exclusive Open Terrace Garden Areas”** shall mean the open terrace areas on certain floors of the Buildings each of which shall be attached and appurtenant only to a specified Apartment and shall be owned and be exclusively used by the occupants of such Apartment for the purpose of garden only;
- (u) **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings;
- (v) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (w) **“Maintenance Deposit”** shall mean interest free Deposit as security for payment of Common Expenses/Maintenance Charges, which shall be handed over to the Association after formation;
- (x) **“Parking Spaces”** shall mean the spaces in the two basement floors and the ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings that may be earmarked by the Promoter for parking cars;
- (y) **“Plan/Plans”** shall mean the plans of the Buildings, sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions, if any;
- (z) **“Premises”** shall mean the said Land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less being Municipal Premises No. 21, Pramatha Chowdhury Sarani (after amalgamation of Municipal Premises No. 21A, Pramatha Chowdhury Sarani with Municipal Premises No. 21, Pramatha Chowdhury Sarani), Police Station New Alipore, Kolkata 700 053, within

Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas and morefully described in **Schedule G** and shall also include, wherever the context permits, the Buildings to be constructed thereon;

- (aa) **“Project”** shall mean the work of development of the Premises, construction and completion of the Buildings, marketing and sale of the Apartments and other rights, handing over of possession of the completed Apartments to the Apartment Owners and execution and registration of the Deeds of Conveyance in favour of the Apartment Owners;
- (bb) **“Project Advocates”** shall mean Messrs. R. Ginodia & Co., Advocates of 4E & F, Hastings Chambers, 7C, Kiran Shankar Roy Road, Kolkata - 700 001 who have been appointed by the Promoter and have prepared this Agreement for Sale and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the Premises, the Buildings and the Apartment Units therein, including the Deeds of Conveyance;
- (cc) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter shall be entitled in case of any default or breach by the Allottee;
- (dd) **“Said Apartment”** shall mean the Apartment together with servant quarter appurtenant thereto as also Exclusive Open Terrace Garden Area, if any, appurtenant thereto and described in **Schedule A** hereto;
- (ee) **“Said Apartment Unit”** shall mean the said Apartment, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- (ff) **“Said Exclusive Open Terrace Garden Area”** shall mean the Exclusive Open Terrace Garden Area, if so mentioned in **Schedule A** and delineated on the plan annexed hereto in Green colour;
- (gg) **“Said Land”** shall mean the land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less comprised in the Premises and morefully described in **Schedule H**;
- (hh) **“Said Parking Space”** shall mean the right to park car(s), if any, described in **Part-II of Schedule A** hereto;
- (ii) **“Said Undivided Share”** shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the said Apartment;
- (jj) **“Super Built-Up Area”** of the said Apartment Unit shall be applicable for the purpose of calculation of the liabilities of the Allottee including for municipal taxes, maintenance charges, deposits, etc. and it shall be calculated in the manner that the built-up area of the said Apartment is less than the super built-up area of the said Apartment by twenty seven per cent;
- (kk) **“Undivided Share”** in relation to an Apartment shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the Apartment concerned;
- (ll) **“Masculine Gender”** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

## SCHEDULE G

## **PART I – ADDITIONAL LIABILITIES**

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Service Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective instalment or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, the Buildings, the Premises, the Project and/or the agreed Specifications, including the costs, charges and expenses for revision of the Plans.
- (iii) Betterment fee, development charges and any other tax, duty, levy or charge that may be imposed or charged regarding the said Apartment Unit, the Buildings, the Premises and/or the Project.
- (iv) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time together with fixed miscellaneous expenses of Rs.10,000/- for registration of each document.
- (v) Fixed Maintenance Charges for first 12 months at the rate of Rs. 4/- per square feet of super built-up area per month for the said Apartment and Rs. 0.50/- per square feet of the Exclusive Open Terrace Garden Area per month.
- (vi) Any increase and/or escalation in cost of construction due to Force Majeure shall be payable proportionately in respect of the said Apartment Unit.
- (vii) Cost & Charges for formation of the Association for the Common Purposes amounting to Rs. 2,000/- per Apartment.
- (viii) Agreed Legal Fees of the Project Advocates amounting to Rs. 1,00,000/- payable at or before the Date of Possession or the execution of the Deed of Conveyance, whichever is earlier.
- (ix) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the amounts payable under this Schedule, shall be paid by the Allottee in addition to the above.

The Additional Liabilities that are not quantified above shall be quantified by the Promoter at the appropriate time.

## PART II – DEPOSITS

The following Deposits are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertaken to pay the same within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Maintenance Deposit at the rate of Rs. 25/- per square feet of super built-up area of the said Apartment.
- (ii) Deposit for electric supply / individual meter for the said Apartment payable to the Electricity Supply Agency.
- (iii) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

The Deposit under Item No. (i) shall be paid by the Allottee to the Promoter in terms of the Possession Notice.

## SCHEDULE H - SAID LAND

**ALL THAT** the land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less together with constructions thereon, being Municipal Premises No. 21, Pramatha Chowdhury Sarani (after amalgamation of Municipal Premises No. 21A, Pramatha Chowdhury Sarani with Municipal Premises No. 21, Pramatha Chowdhury Sarani), Police Station New Alipore, Kolkata – 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas, delineated on **Plan-A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as under :

- On the North by** : By railway tracks
- On the East by** : Partly by Chetla Road and partly by Municipal Pumping Station
- On the West by** : By land and residential quarters of railways, and
- On the South by** : By Pramatha Chowdhury Sarani (previously Station Road)

**OR HOWSOEVER OTHERWISE** the same may be butted bounded called known numbered described or distinguished.

## SCHEDULE I – DEVOLUTION OF TITLE

1. **Purchase by Hindusthan Co-operative Insurance Society Limited:**  
By a Deed of Conveyance dated 5<sup>th</sup> March, 1942, registered at the

office of the Sub-Registrar, Alipore, Sadar, in Book No. I, Volume No. 30, Pages 129 to 136, Being No. 708 for the year 1942, the Commissioners for the Port of Calcutta sold, conveyed and transferred to Hindusthan Co-operative Insurance Society Limited All That the piece or parcel of revenue free land containing about 578 bighas 9 cottahs 5 chittacks and 14 square feet more or less situate, lying at and being a portion of Port Commissioner's surplus land in Mouza Shahpur and Chetla, Thana Alipore, Registration Office Alipore, District 24 Parganas, within the municipal limits of the town of Calcutta.

2. **Purchase by Hindusthan Development Corporation Limited:** Out of the aforesaid land purchased by it as aforesaid, Hindusthan Co-operative Insurance Society Limited, by an Indenture dated 23<sup>rd</sup> December, 1947, registered at the office of the District Registrar, Alipore, in Book No. I, Volume No. 60, Pages 296 to 300, Being No. 3892 for the year 1947, sold, conveyed and transferred to Hindusthan Development Corporation Limited All That the piece or parcel of revenue free land containing about 10 bighas 14 cottahs 14 chittacks and 42 square feet more or less situate, lying at and being a portion of Port Commissioner's surplus land in Mouza Shahpur and Chetla, Thana Alipore, Registration Office Alipore, District 24 Parganas, within the municipal limits of the town of Calcutta.
3. **Deed of Rectification:** By a Deed of Rectification dated 21<sup>st</sup> October, 1952, registered at the office of the Sub-Registrar, Alipore, Sadar, in Book No. I, Volume No. 106, Pages 238 to 240, Being No. 6811 for the year 1952, Hindusthan Co-operative Insurance Society Limited rectified certain errors in the said Indenture dated 23<sup>rd</sup> December, 1947.
4. **Setting Up of Factory:** Hindustan Development Corporation Limited erected buildings, godowns, sheds, residential quarters and allied structures, plant and machinery for running a *vanaspati* factory at the said land measuring about 10 bighas 14 cottahs 14 chittacks and 42 square feet which was numbered as premises no. 1, Station Road, New Alipore, Calcutta – 700053 and such factory came to be known as Rasoi Vanaspati Factory (“**said Factory**”).
5. **Transfer to Doyapore Tea Company Limited:** By an Indenture of Conveyance dated 31<sup>st</sup> October, 1972, registered at the office of the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 194, Pages 279 to 294, Being No. 5657 for the year 1972, Hindusthan Development Corporation Limited sold, conveyed and transferred the said land measuring about 10 bighas 14 cottahs 14 chittacks and 42 square feet with all constructions thereon alongwith the said Factory, to Doyapore Tea Company Limited.
6. **Change of Name of Doyapore Tea Company Limited:** The name of Doyapore Tea Company Limited was changed to Rasoi Vanaspati & Industries Limited and Fresh Certificate of Incorporation Consequent

on Change of Name dated 5<sup>th</sup> October, 1974 was issued by the Registrar of Companies, West Bengal.

7. **Deed of Rectification by Hindusthan Development Corporation Limited:** By a Deed of Rectification dated 29<sup>th</sup> May, 1975, registered in the office of the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 92, Pages 220 to 224, Being No. 3131 for the year 1975, Hindustan Development Corporation Limited and Rasoi Vanaspati & Industries Limited rectified certain errors in the said Indenture of Conveyance dated 31<sup>st</sup> October, 1972.
8. **Purchase of another land by Rasoi Vanaspati & Industries Limited:** By an Indenture dated 15<sup>th</sup> February, 1980, registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 196, Pages 1 to 10, Being No. 2347 for the year 1980, the Life Insurance Corporation of India (LIC) sold, conveyed and transferred to Rasoi Vanaspati & Industries Limited All That piece or parcel of revenue free land measuring about 14 cottahs and 12 chittacks more or less and being a portion of premises no. 23A, Diamond Harbour Road, Police Station New Alipore, Registration District Alipore, District South 24 Parganas within the municipal limits of the Corporation of Calcutta.
9. **Extension of said Factory:** Rasoi Vanaspati & Industries Limited extended the said Factory to the aforesaid land measuring about 14 cottahs and 12 chittacks which was adjacent to it and erected buildings, godowns, sheds and allied structures thereat.
10. **Change of Name of Rasoi Vanaspati & Industries Limited:** The name of Rasoi Vanaspati & Industries Limited was changed to Rasoi Limited and Fresh Certificate of Incorporation Consequent on Change of Name dated 1<sup>st</sup> January, 1982 was issued by the Registrar of Companies, West Bengal.
11. **Removal of factory:** The said Factory belonging to Rasoi Limited was shifted from the above land and the relevant departments of the Government of West Bengal duly recorded that the above land no longer constituted a factory and that there was no objection to sale /development of the same.
12. **Sale of the First Premises by Rasoi Limited to Promoter:** By a Deed of Conveyance dated 1<sup>st</sup> September, 2009, registered at the office of the Additional District Sub-Registrar, Alipore, in Book No. I, Volume No. 25, Pages 3387 to 3402, Being No. 05730 for the year 2009, Rasoi Limited sold, conveyed and transferred to the Promoter herein, free from all encumbrances All That the land measuring about 10 bighas 14 cottahs 14 chittacks and 42 square feet, more or less, along with several buildings, godowns, sheds, residential quarters and allied structures, situate, lying at and being Municipal Premises No. 21, Pramatha Chowdhury Sarani (previously known as 1 and thereafter as 1A, Station Road), Police Station New Alipore, Kolkata – 700 053, within Ward

No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas (“**First Premises**”).

13. **Mutation of First Premises in name of the Promoter:** The Promoter got its name mutated in the records of the KMC as the owner of the First Premises.
14. **Absolute Ownership of the Promoter in First Premises:** In the abovementioned circumstances, the Promoter became the absolute lawful owner of the First Premises free from all encumbrances.
15. **Sale of the Second Premises by Rasoi Limited to Promoter:** By a Deed of Conveyance dated 1<sup>st</sup> September, 2009, registered in the office of the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 25, Pages 3372 to 3386, Being No. 05729 for the year 2009, Rasoi Limited sold, conveyed and transferred to the Promoter herein free from all encumbrances All That the land measuring about 14 cottahs and 12 chittacks, more or less, along with several buildings, godowns, sheds and allied structures situate, lying at and being Municipal Premises No. 21A, Pramatha Chowdhury Sarani (previously known as portion of 23A, Diamond Harbour Road), Police Station New Alipore, Kolkata-700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas (“**Second Premises**”).
16. **Mutation of Second Premises in name of the Promoter:** The Promoter got its name mutated in the records of the KMC as the owner of the Second Premises.
17. **Absolute Ownership of the Promoter in Second Premises:** In the abovementioned circumstances, the Promoter became the absolute lawful owner of the Second Premises free from all encumbrances.
18. **Amalgamation of First Premises and Second Premises:** The Promoter has got the First premises and the Second Premises amalgamated into one single premises numbered as Municipal Premises No. 21, Pramatha Chowdhury Sarani, Police Station New Alipore, Kolkata – 700 053, within Ward No. 81 of the Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas containing land measuring about 11 bighas 9 cottahs 10 chittacks and 42 square feet more or less (“**Premises**”).
19. **Title of the Promoter to Premises:** In the abovementioned circumstances, the Promoter has acquired right, title and interest to the Premises, free from all encumbrances.

#### **SCHEDULE J – ALLOTTEE’S COVENANTS & HOUSE RULES**



1. The Allottee agrees undertakes and covenants to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
  - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the Premises or on any portion thereof;
  - e) use the Common Areas without causing any hindrance or obstruction to other Apartment Owners and occupants of the Buildings;
  - f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;
  - g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;
  - h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
  - i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
  - j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electricity Supply Agency in the name of the Allottee and until the same be obtained, the Promoter shall provide or

cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Maintenance Agency (upon formation)

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;

n) pay for other utilities consumed in or relating to the said Apartment Unit;

o) allow the other Apartment Owners the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement;

r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and

s) pay a sum of Rs. 2,500/- (Rupees two thousand five hundred) only as damages to the Promoter due to dishonour of cheque for any reason together with applicable Goods and Service Tax.

2. The Allottee agrees and covenants:
  - a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
  - b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
  - c) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstances and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 200/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
  - d) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
  - e) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;
  - f) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
  - g) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
  - h) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in

the elevation;

- i) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 200/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- j) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- k) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;
- l) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- m) not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises not meant to be a common area or portion;
- n) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;
- o) not to object, obstruct or create any hindrance to the Promoter making any development or further development or additional vertical/horizontal or other constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- p) not to object to or hinder further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Allottee shall not object to the changes and/or inconvenience caused due to

the construction being made by the Promoter from time to time even after the Date of Possession;

q) not to object, obstruct or create any hindrance to the use of the Common Areas by the owners and occupiers of all Apartment Units and/or other spaces in the Project as also the further/additional vertical/horizontal or other constructions;

r) not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;

s) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;

t) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;

u) not hang or cause to be hung clothes from the balconies of the said Apartment;

v) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;

w) not to sell, transfer, let out or part with possession of the said parking space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;

x) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;

y) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment

Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

z) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

aa) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;

bb) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;

cc) not to keep or harbour any bird or animal in the Common Areas of the Premises;

dd) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;

ee) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the Window type air-conditioner and/or split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

ff) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas;

gg) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terrace Garden Areas in the Buildings and the Premises save and except the said Exclusive Open Terrace Garden Area, if any, mentioned in **Schedule A**;

hh) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or

inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;

ii) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;

jj) not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees in respect of other Apartment Units and Exclusive Open Terrace Garden Areas including the transfer thereof;

kk) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement; and

ll) not to change the Project name and its logo under any circumstances whatsoever.

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Project or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Premises and/or the Project.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area or the fixed percentage difference between the Super Built-up Area and the built up-area, as defined in Clause (jj) of Schedule F.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Service Tax) under any statute or regulation on the Premises, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Promoter or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, without raising any objection thereto. The Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Apartment Owners (either express or implied) and the Allottee shall be responsible to the

Promoter for fulfillment of the Allottee's obligations irrespective of non-compliance by any other Apartment Owner.

7. The Allottee shall be responsible for and shall keep the Promoter and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Promoter and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Promoter is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

#### **SCHEDULE K - COMMON EXPENSES**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.



4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

#### **SCHEDULE L - RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION**

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges shall be payable by the Allottee on a monthly basis with effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier. For the first 12 (twelve) months the Maintenance Charges shall be at the fixed rate of Rs. 4/- per square feet of super built-up area per month for the said Apartment and Rs. 0.50p per square feet of the Exclusive Open Terrace Garden Area per month, irrespective of whether the actual expenses are more or less and without the Promoter being required to give any accounts for the same. In the event of Association being formed prior to expiry of 12 (twelve) months, then the Promoter shall hand over to the Association the proportionate amount out of the Fixed Maintenance Charges for first 12 months for the remaining period of

the first 12 months.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.

d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days' notice in writing.

**Execution and Delivery**

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint buyers)

(1) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

(2) Signature _____ Name _____ Address _____	Please affix Photographs and sign across the photograph
--	--

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

Please affix Photographs and sign across the photograph
--

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

(1) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_