

**AGREEMENT FOR SALE**

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

**By and Between**

1. **EMPEROR RESIDENCY PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2927J);
2. **GREENVIEW INFRAABASAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4031K);
3. **GREENVIEW INFRANIKETAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4046A);
4. **EMPEROR HIRISE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2924M);
5. **GREENVIEW ENCLAVE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG2860G);
6. **GREENVIEW INFRANIRMAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4037R);
7. **EXULT APARTMENTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8719Q);
8. **EXULT INFRASTRUCTURE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8797L);
9. **EXULT SHELTERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8799E);
10. **EXULT REAL ESTATES & DEVELOPERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8717A);
11. **EXULT CONSTRUCTIONS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8802C);
12. **EXULT RESIDENCY PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8800A);
13. **GREENVIEW AWAS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4033M);
14. **EXULT REAL ESTATES CONSULTANTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE9022G);
15. **EXULT REAL ESTATES AGENTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE9021F);
16. **EXULT TRANSPORT PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8798F);
17. **EXULT BUILDERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8718R);
18. **GREENVIEW GARDEN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG3868E);
19. **GREENVIEW KUTIR PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG3872J);
20. **GREENVIEW MANSIONS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG3870L);
21. **GREENVIEW HOSPITALITY PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4034N);
22. **GREENVIEW INFRAHOMES PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG3874Q);

23.	<b>GREENVIEW</b>	<b>PROCON</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG4041H);</b>		
24.	<b>GREENVIEW</b>	<b>INFRABUILD</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG4039B);</b>		
25.	<b>GREENVIEW</b>	<b>INFRAAWAS</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG4038A);</b>		
26.	<b>GREENVIEW</b>	<b>NIWAS</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG3875R);</b>		
27.	<b>EXULT</b>	<b>ENCLAVE</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCE9879K);</b>		
28.	<b>GREENVIEW</b>	<b>INFRAHOUSING</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG3876N);</b>		
29.	<b>GREENVIEW</b>	<b>INFRAREALTORS</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG3871M);</b>		
30.	<b>EXULT</b>	<b>BUILDCON</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCE9881D);</b>		
31.	<b>EXULT</b>	<b>HOMES</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCE9875F);</b>		
32.	<b>GREENVIEW</b>	<b>INFRAESTATES</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG 3873K);</b>		
33.	<b>IDEAL</b>	<b>REALCON</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCI9005K);</b>		
34.	<b>IDEAL CARRIERS &amp; LOGISTICS</b>		<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCI9001P);</b>		
35.	<b>IDEAL</b>	<b>INFRALOGISTICS</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCI9003R);</b>		
36.	<b>GREENVIEW</b>	<b>SHELTERS</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG3878C);</b>		
37.	<b>EXULT</b>	<b>HEIGHTS</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCE9876G);</b>		
38.	<b>EXULT</b>	<b>NIRMAN</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCE9878J);</b>		
39.	<b>IDEAL</b>	<b>DEVCON</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCI9261K);</b>		
40.	<b>GREENVIEW</b>	<b>COMPLEX</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG3869F);</b>		
41.	<b>GREENVIEW</b>	<b>DEVCON</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG4047B);</b>		
42.	<b>GREENVIEW</b>	<b>COLONIZERS</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG4045D);</b>		
43.	<b>IDEAL</b>	<b>INFRABUILD</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCI9004J);</b>		
44.	<b>ODIN HOUSING PROJECTS</b>		<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAACO2901R);</b>		
45.	<b>EXULT</b>	<b>ESTATES</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCE9880C);</b>		
46.	<b>IDEAL</b>	<b>AWAS</b>	<b>PRIAVTE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AABCI9854N);</b>		
47.	<b>GREENVIEW</b>	<b>PLAZA</b>	<b>PRIVATE LIMITED</b>	<b>(CIN</b>	<b>No.</b>
			<b>and PAN AAFCG4042E);</b>		

48. **EMPEROR PROMOTERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2919A);
49. **GREENVIEW ABASAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4036Q);
50. **IDEAL NICE PLAZA PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9874J);
51. **IDEAL MARRYGOLD HIGHRISE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9855P);
52. **IDEAL ORCHID NIRMAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9856Q);
53. **IDEAL SILVERLINE BUILDCON PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9876L);
54. **IDEAL NIWAS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AACCI0398C);
55. **IDEAL ROSE DEVELOPERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9857R);
56. **GREENVIEW COTTAGE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4044C);
57. **GREENVIEW HEIGHTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG3877P);
58. **GREENVIEW INFRALOGISITICS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG4040G);
59. **ANJANI PROPERTIES PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAECA3975F);
60. **EMPEROR APPARTMENTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2928H);
61. **EMPEROR AWAS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2920R);
62. **EMPEROR COMPLEX PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2916R);
63. **EMPEROR CONCLAVE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2915N);
64. **EMPEROR HOMES PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE3282E);
65. **GREENVIEW NIRMAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAFCG2778P);
66. **EMPEROR ABASAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE3280G);
67. **IDEAL RESIDENCY MANAGEMENT & SERVICE PRIVATE LIMITED,** (CIN No. \_\_\_\_\_ and PAN AABCI6086Q);
68. **EMPEROR INFRAPROJECTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2921Q);
69. **EMPEROR MANSSION PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2926K);
70. **EMPEROR TOWERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2931N);
71. **EXULT PLAZA PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCE8801B);
72. **EXULT PROPERTIES PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AACCE2077N);

73. **EXULT RETREAT PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2763N);
74. **EXULT ROAD HOUSE PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2812J);
75. **GREENVIEW INFRAPROPERTIES PRIVATE LIMITED,** (CIN No. \_\_\_\_\_ and PAN AAFCG4032L);
76. **EXULT MOTEL PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AADCE2773L);
77. **IDEAL ABASAN PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9853M);
78. **IDEAL APARTMENTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AAIFI7024G);
79. **IDEAL GRACE INFRACON PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AACCI0241E);
80. **IDEAL JASMINE NIWAS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AACCI0240F);
81. **IDEAL RICE PROJECTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI7860E);
82. **IDEAL SAYONARA TOWERS PRIVATE LIMITED** (CIN No. \_\_\_\_\_ and PAN AABCI9875K)

All the aforesaid companies (Owner Nos. 1 to 82) are companies within the meaning of the Companies Act, 2013 having their respective registered offices at 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata-700071, District Kolkata and all being represented by their authorized signatory **Mr. Ravi Kumar Daruka (PAN : AYGPD5744C)**, son of Mr. Shiv Kumar Daruka, an Indian National, by faith Hindu, by occupation Service at the care of Ideal Group, 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata – 700071, District Kolkata authorized vide board resolution dated \_\_\_\_\_

83. **SRAWAN KUMAR HIMATSINGKA (PAN AAPP7844E)** son of Late D. N. Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700019;
84. **SMT. KANAK HIMATSINGKA (PAN AAPP7843D)** wife of Srawan Kumar Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700019;
85. **NAKUL HIMATSINGKA (PAN AAPP7846G)** son of Shri S. K. Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at 20 Mandeville Gardens, Police Station Gariahat, Post Office Ballygunge, Kolkata-700019;
86. **DIVYA HIMATSINGKA (PAN AEAPG9715N)** wife of Sri Nakul Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, residing at 20, Mandeville Gardens, Post Office Ballygunge, Police Station Gariahat, Kolkata- 700019.

Owner Nos. 83 to 86 being represented by their Constituted Attorney **Mr. Ravi Kumar Daruka (PAN: AYGPD5744C)**, son of Mr. Shiv Kumar Daruka, an Indian Citizen, by faith Hindu, by occupation Service at Ideal Group of 50, Jawahar Lal Nehru Road, Post Office Little Russel Street, Police Station Shakespeare Sarani, Kolkata – 700071, District Kolkata authorized vide Power of Attorney dated 20.04.2018, Registered in the Office of Additional Registrar of Assurances-III, Kolkata, entered in Book No. IV, Volume No. 1903-2018, Pages from 75321 to 75349, Being No. 190302536 for the year 2018.

(collectively **Owners**, include their respective successors-in-interest and permitted assigns in case of companies and their respective heirs, successors, executors, administrators, legal representative and permitted assigns in case of individuals) of the First Part

AND

**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 Second 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) of the Third Part.

[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) of the Third Part

[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) of the Third Part.

[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) of the Third Part.

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

The Owners and the Promoter are hereinafter collectively referred to as "**the Vendors**". The Vendors 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.

## WHEREAS

- A. The Owners are the absolute and lawful owners of All That the pieces and parcels of land together aggregating about 884.442 decimals (equivalent to about 535.994 cottahs) be the same a little more or less comprised in Dag Nos. 489, 490, 491, 492, 549, 550, 551, 552, 553, 555 and 561 in Mouza Mahisbathan, J. L. No. 18 and Dag Nos. 852 and 918 in Mouza Thakdari, J. L. No. 19, both within jurisdiction of Police Station Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 28 of Bidhannagar Municipal Corporation and now allotted Provisional Holding No. 001 by Bidhannagar Municipal Corporation, District North 24 Parganas, Pin – 700102 together with the new buildings being constructed thereon comprising of apartments, car parking spaces and other saleable areas (hereinafter collectively referred to as "**the said Land**") and morefully described in **Schedule G**) by virtue of several purchase deeds executed and registered in favour of the Owners, details whereof are mentioned in **Schedule H** hereto.
- B. The Owners have entered into a Development Agreement dated 26<sup>th</sup> September, 2018 and registered at the office of the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2018, Pages 403707 to 403802, Being No. 190410688 for the year 2018 with the Promoter for the development of the said Land in two phases being Phase I and Phase II.
- C. 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 AQUAVIEW**".
- D. The Vendors are fully competent to enter into this Agreement.
- E. The Building Plan has been sanctioned by the Bidhannagar Municipal Corporation (**Corporation**) being Building Permit No. A/BM/623 dated 01.11.2013 and the same

has been modified by Building Permit No. BMC/BPN/A/623(1/12)R dated 01.11.2017 (**Sanctioned Plans**) and the same shall include all sanctionable/permisible modifications made thereto, if any, from time to time. 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 on the General Terms and Conditions agreed between the parties All That the residential apartment described in **Part I of Schedule A (“said Apartment”)** in the Block named therein (**“said Block”**) forming part of the cluster of buildings to be comprised in the Project named **“IDEAL AQUAVIEW”** to be constructed on the said Land together with undivided, impartible, proportionate and variable share in the said Land as be attributable and appurtenant to the said Apartment (**“Land Share”**) together with the right to park a medium sized car in the parking spaces described in **Part II of Schedule A (“Parking Space”)**, if any, together with undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Block and the said Land inclusive of the facilities of the Residents’ Club (defined in Clause 11.12 below), as be attributable and appurtenant to the said Apartment (**“Share In Common Areas”**). The said common areas, amenities and facilities are described in **Schedule E (collectively Common Areas)**. The said Apartment, the Land Share, the Parking Space, if any, and the Share In Common Areas are hereinafter collectively referred to as **“the said Apartment Unit”** and are described in **Part III of Schedule A**. 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 title of the Owners, the right and entitlement of the Promoter in respect of the Said Land, the Sanctioned Plans and other approvals and permissions, all background papers, the right of the Owners and Promoter to enter into this Agreement, the scheme of development indicated in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not hereafter raise any objection with regard thereto and/or make any requisitions regarding the above and the Allottee also waives the Allottee’s right, if any, to do so.
- J. 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.
- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Part III of 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 Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment Unit described in **Part III of 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 of the instalments of the Total Price 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 Sanctioned 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 said Block 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 variable 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 F**. 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 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 outgoing (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 outgoing 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 outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 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 F** 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 said Block, 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 to accommodate its future expansion plans regarding the Said Complex (defined below) which includes further / additional vertical and/or horizontal constructions on the Said Land and/or future phases on additional lands from time to time that may be made part of the Said Complex by the Promoter 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. The Allottee hereby agrees and covenants not to, under any circumstances, raise any objection or hindrance thereto at any time or to make any claim because of 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.
- 6.3 The decision of the Architects in all regards including the quality, variations and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties. The Allottee consents to the variations, modifications or alterations as may be recommended by the Architects and further agrees not to raise any objection to the Promoter and/or the Architects making such variations, modifications or alterations or raise objections in any manner relating to or concerning the construction or completion of the Said Block and/or the Said Complex by the Promoter.
- 6.4 The Promoter has formulated a scheme for the development of several clusters of buildings primarily for residential purpose in the Project named "**Ideal Aquaview**" (collectively **Said Complex**), sale of various apartments/spaces, with or without car parking space/s and other appurtenances (collectively **Apartments And Appurtenances**) in the Said Complex and usages of common areas and utilities at the Said Complex as summarized below. Such development is proposed to be made in phases and for such purpose the Promoter has entered into and/or intends to enter into agreements in respect of several plots of lands in phases for development of the Said Complex in phases in accordance with the sanctioned building plans that would be issued phase wise.

- 6.5 The Promoter is developing the said Land in two phases being Phase I and Phase II. The Promoter has negotiated/is negotiating with other land owners owning lands adjacent to the said Land and upon agreements being entered into in respect of a reasonable sized land parcel, the Promoter intends to apply for sanctioned building plan /revised /modified plan consisting of new buildings and additional floors on the said Land and/or the additional lands contiguous and/or adjacent to the said Land that may be used for Phase III at the sole discretion of the Promoter. Phase III is intended to comprise of several new buildings and/or additional floors above the top floor of the buildings already sanctioned on the said Land that may be sanctioned /permitted in future on the basis of the Floor Area Ratio (FAR) permissible from time to time in respect of additional lands contiguous and/or adjacent to the said Land as also the additional/further Floor Area Ratio (FAR) permissible from time to time in respect of the said Land including any additional FAR that may be sanctioned /permitted due to green building certification and/or other factors, etc. and such new buildings and/or additional floors may be constructed on such additional lands and/or any portion of the land comprised in the said Land, that is land used for Phase I and/or Phase II and/or above the top floor of the buildings that have already been sanctioned on the said Land. The Promoter shall be entitled at its option to either apply for a new independent sanctioned plan for Phase III for the purpose of construction of new buildings on any part of the said Land and/or additional floors above the top floor of the buildings already sanctioned on the said Land and utilize the entire sanctionable/permissible FAR in respect of the said Land and every portion thereof including any additional FAR that may be permissible / sanctionable due to green building certification and/or other factors, etc. in respect of the buildings already constructed and/or the new buildings to be constructed or to get the Sanctioned Plans modified and/or revised for such purpose or to get a new composite plan sanctioned for all three Phases for such purpose. The Promoter shall also be entitled to add further Phases to the Project after Phase-III in the similar manner. It is clarified that intention of the Promoter to have the Third Phase and other subsequent phases in the Project (individually and/or collectively referred to as “the Future Phase(s)”) is not an obligation or commitment of the Promoter towards anyone but is a right and/or entitlement which may be exercised by the Promoter at its sole option and discretion.
- 6.6 In respect of the Future Phase(s), the Promoter shall be entitled to make such constructions, additions, alterations, modifications, etc., inter alia, in the said Land and the Common Areas comprised therein as it may deem necessary including demolishing/removing/ constructing any portion of any boundary walls and connecting utilities like water, sewerage, drainage, electricity, telephone, cable, etc. The Promoter shall also be entitled to provide and/or make available the Common Areas (including the Residents’ Club being constructed on the said Land) and all facilities in the said Land to the owners/occupants of the Future Phase(s) of the Project. The owners/occupants of the Future Phase(s) shall also be entitled to become members of the Residents’ Club being constructed on the said Land and shall have similar rights and obligations regarding the same. The owners/occupants of the Future Phase(s) shall have an undivided, impartible, proportionate and variable share in the land as comprised in such future Phase of the Project, as is attributable to each individual Apartment. However, the common areas and utilities developed and provided in the Project by the Promoter (including in the said Land) shall be used and enjoyed by the

- owners/occupants of each Phase including the Future Phase(s) in the manner and as per rules provided herein or as may be framed by the Promoter and/or the Association from time to time. The Owners, Allottee and/or the Association shall not be entitled to interfere with or obstruct or hinder in any manner the development and/or sale of any of the Future Phase(s).
- 6.7 The Allottee confirms having unconditionally and irrevocably consented to and hereby again unconditionally and irrevocably consents to all provisions relating to Phase III and the Future Phases including Clause 6.4, 6.5 and 6.6 above and the same is and shall be deemed to be the previous written consent under the Act and agrees and undertakes, not to create any obstruction or hindrance, directly or indirectly or through the Association regarding the same irrespective of any inconveniences, temporary or otherwise.
- 6.8 The Parties have mutually agreed and accepted the measurement of the Said Apartment as mentioned in this Agreement including the carpet area thereof and the area of the private garden, if any, attached thereto and the built-up area of the Said Apartment shall be 27% (twenty seven per cent) less than the super built-up area. The Allottee hereby confirms accepts and assures the above and shall not raise any objection with regard thereto. In case of variation in carpet area of the said Apartment and/or the private garden attached thereto, if any, built-up area, the super built-up area mentioned in this Agreement shall also stand varied proportionately and the Total Price shall also stand varied proportionately.
- 6.9 It has been mutually agreed by and between the Parties that (1) the Parking Space shall always be subject to relocation at the option of the Promoter, until before the Date Of Possession (2) the Parking Space, if any, agreed to be taken by the Allottee can only be used for parking of a medium sized motor car of the Allottee and not for any other purpose (3) the Allottee shall only park such motor car in the Parking Space, if any, and (4) the Allottee shall not be entitled to deal with the Parking Space without the consent of the Promoter. The Allottee hereby accepts the above and shall not raise any objection with regard thereto. In case the Allottee transfers the Said Apartment, the same shall be transferred along with the Parking Space, if any. Parking Space alone cannot be transferred independent of the Said Apartment to any person who is not an Apartment Owner in the Said Complex.
- 6.10 Some of the Apartments shall have Private Gardens. The Private Garden, if mentioned in **Part-I of Schedule A** hereto, shall have (1) exclusive access from and be attached and appurtenant only to the said Apartment (2) exclusively owned and used by the Allottee for the purpose of private garden only (3) the Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon, and (4) the Allottee shall however be entitled to beautify and landscape the same. The said private garden shall form an integral part of the said Apartment and shall be transferable only as a part of the same and not independently or in any other manner.
- 6.11 Notwithstanding anything contained in this Agreement, the Allottee has irrevocably and unconditionally consented to and has no objection and shall under no circumstances have any objection to the Owners and/or the Promoter in any manner or for any reason whatsoever (1) modifying the Sanctioned Plans, if necessary (2) constructing, additional floors in the Said Block and/or additional blocks in the Said Complex (3) selling/using the saleable areas in the additional floors and/or the additional blocks/additional lands/additional phases in any

manner the Promoter desires and the same is and shall be deemed to be the previous written consent under the Act.

## 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 F** 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 (“**Date of Possession**”) 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 Possession Notice, 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 expiry of 15 (fifteen) days from the date of issue of the Possession Notice ("**Date Of Possession Notice**"). 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 R. Ginodia & Co., Advocates (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 said Block 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.

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.

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 It shall not be obligatory for the Promoter to complete the Common Areas before giving the Possession Notice to the Allottee and the Said Apartment and the Parking Space, if any shall be deemed to have been completed in all respect if the same is made fit for habitation and use as per the Specifications, provided the decision of the Architect in this regard being final and binding. In this regard it is clarified that (1) it shall not be obligatory for the Promoter to

complete the Common Areas before giving the Possession Notice to the Allottee, (2) the Promoter shall be required to complete the Common Areas after all Phases of the Said Complex are completed and (3) all Common Areas/Residents' Club shall be used in common by all Apartment Owners of all Phases of the Said Complex notwithstanding the Common Areas/Residents' Club being made available progressively and Apartment Owners of Phases completed earlier shall not be entitled to claim any superior right/exclusivity over the Common Areas/Residents' Club over the Apartment Owners of Phases completed later. The Promoter shall be entitled to complete the Common Areas as per sanctioned plan at the time of completion of the last phase of the Said Complex.

- 7.8 With effect from the Date of Possession, 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 Said Block, the Common Areas made ready till that time, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 7.9 The Allottee shall not, before or after delivery of possession of the said Apartment Unit to the Allottee, directly or indirectly, do any act, deed or thing whereby the construction/developmental work of the Said Apartment And Appurtenances and/or the Said Block and/or the Said Complex is in any way hindered or impeded. The Allottee hereby accepts the above and shall not raise any objection with regard thereto.
- 7.10 The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Bidhannagar Municipal Corporation and the Office of the BL&LRO, within 30 (thirty) days from the date of registration of the Deed of Conveyance of the Said Apartment Unit (**Date Of Conveyance**) and (2) pay the Rates & Taxes (proportionately for the Said Land and/or the Said Block and/or the Said Complex and wholly for the Said Apartment Unit from the Date Of Possession Notice and until the Said Apartment Unit is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Facility Manager/Association (upon formation)/ Bidhannagar Municipal Corporation, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.
- 7.11 At the request of the Allottee, the Promoter may at its option and subject to such conditions as it may deem fit, allow the Allottee to have temporary access to the Said Apartment for interior and furniture works provided all dues payable to the Promoter are paid in full by the Allottee. The Allottee shall complete the interiors and furniture works without disturbing or causing inconvenience to the Promoter or the occupants of other apartments in the Said Complex and without making any change in the structure and construction of the Said Apartment. During such period of temporary access 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. The Allottee shall pay to the Promoter all incidental charges like

proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Allottee. The Allottee agrees to adhere to the guidelines below :

**Guidelines to be followed by the Allottee and/or their representatives**

1. Allottee shall not put additional grills in the balcony/windows.
2. Allottee shall not install window air-conditioner or put outdoor unit of split air-conditioner other than at the place already provided or in such places as designated by the Promoter.
3. In case of Allottee making any changes in pipelines/plumbing lines, the Allottee shall have to conduct the smoke/pressure test in the presence of the Promoter's representative. Cost of such test will be borne by the Allottee. If the said changes pass the smoke/pressure test, a certificate shall be issued for the same. The Promoter shall not be liable for any future damage occurring due to these changes. And if, by making such changes any damage is caused to any other apartment, the rectification cost will be borne by the Allottee.
4. If any damage is caused to any other apartment or the Common Areas due to a problem in Allottee's apartment, then the Promoter shall be entitled to get the same rectified at the cost of the Allottee.
5. Painting of external surface in balcony/building and windows is not allowed.

**8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:**

The Vendors hereby represent and warrant to the Allottee as follows:

- (i) The Owners have marketable title with respect to the said Land on the basis of the several purchase deeds executed and registered in favour of the Owners, details whereof are mentioned in **Schedule-H** 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 Owners and the Promoter;
- (iv) There are no litigations pending against the Owners and 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, said Block and the said Apartment and Common Areas;
- (vi) The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.

- (vii) The Vendors have not entered into any agreement for sale 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 Vendors confirm that the Vendors are 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;
- (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 said Land 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 'F'** 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 said Block / said Complex 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 said Block / said Complex, 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 Vendors, on receipt of Total Price of the said Apartment as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **Schedule F** 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 and the said Land 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 Vendors to withhold registration of the conveyance deed

in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Vendors is made by the Allottee.

10.2 The Allottee shall be bound to take conveyance of the Said Apartment Unit within the time mentioned in this Agreement, failing which exclusive physical possession of the Said Apartment and the Parking Space, if any, shall not be delivered to the Allottee (although the Allottee shall become liable for Common Expenses and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottee. In the event of failure of Allottee to take conveyance of the Said Apartment Unit within the time mentioned in this Agreement, a penalty of Rs. 7/- (Rupees seven) per month per sq. ft. of carpet area will be payable by the Allottee for cleaning and maintenance together with applicable Goods and Service Tax, if any.

10.3 The rights of the Allottee are limited to ownership of (1) the Said Apartment (2) the Land Share (3) the Share In Common Areas and (4) the Parking Space, if any, and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of ownership contrary to the above and also waives the right, if any, to do so.

10.4 The right, title and interest of the Allottee is confined only to the Said Apartment Unit and the Owners and the Promoter are entitled to deal with, use, utilise, transfer, alienate, part with possession, and dispose off all other portions of the Said Land/ Said Complex/Said Block (**Saleable Areas**) to third parties at the sole discretion of the Promoter, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection. The Allottee irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the other Saleable Areas (including the Private Garden, if any, appurtenant to other Apartments) and/or the properties and rights which are not intended to be transferred to the Allottee.

10.5 All open and covered areas in the Said Land proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. 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 Private Gardens attached and/or appurtenant to some of the other Apartments which shall be exclusively owned and used by the respective owners/occupants of those other Apartments.

10.6 The Allottee fully comprehends and accepts that (1) the Land Share shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Apartments in the Said Complex (2) if the area of the Said Block/Said Complex is recomputed by the Promoter, then and in such event, the Land Share and the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not be entitled to

and covenants not to demand any refund out of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Areas (4) the Land Share and Share In Common Areas are not divisible and partible and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

10.7 Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that save and except execution of the Deed of Conveyance in respect of the said Apartment Unit in favour of the Allottee upon the Allottee making full payment of all amounts payable hereunder to the Promoter and complying with all his obligations, the Owners shall not have any other responsibility, obligation or liability whatsoever towards the Allottee including relating to development, construction or sale.

## 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. The Promoter may hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Areas (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Allottee shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial consideration (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and (6) the Facility Manager may be appointed and/or replaced by the Promoter or the Association (upon formation) from time to time.

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 said Block / said Complex / said Land. The maintenance of the said Block / said Complex / said Land 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 said Block / said Complex / said Land and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the said Block / said Complex / said Land to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any. Notwithstanding formation of the Association, the Facility Manager may look after the maintenance of the Common Areas. Each Allottee will be entitled to cast one vote irrespective of the size of his Apartment.

11.3 All the Apartment Owners including the Allottee shall become members of the Association with voting rights 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 Said Apartment Unit shall be owned by the Allottee subject to such rules and regulations as may be made applicable by the Association (upon formation) from time to time. 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 said Complex including the Allottee herein.

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

11.8 The Allottee shall from the Date of Possession, use the said Apartment Unit subject to all restrictions as may be imposed by the Promoter or the Association (upon formation) and shall 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 Owners 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 said Block / said Complex / said Land including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in Clause 15 and Schedule I and the same shall be binding on the Allottee. It is expressly made clear that from the Date of Possession Notice or actual date of possession 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 Common Areas / the said Block/ the said Land/ the said Complex and/or any maintenance, security, safety or operations including

relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common Areas / the said Block/ the said Land / the said Complex 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 Vendors 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. It is expressly agreed and understood by the parties that the Owners have nothing to do with the development, construction and/or providing of Common Areas and as such at no time, whether before or after the date of offering the handing over of maintenance to the Facility Manager/Association, the Owners or any of them or any of their directors, employees or agents shall have any liability, obligation or responsibility whatsoever under any circumstances in respect of any of the matters mentioned in this Sub-Clause.

11.12 The Promoter is constructing a recreational club on the said Land (**Residents' Club**) which shall be provided to the Allottee and the other Apartment Owners of the Said Complex including Phase III and Future Phases. The name of the Residents' Club shall be **H2O**. The plans and the facilities regarding the Residents' Club may be modified by the Promoter from time to time and the Allottee hereby specially consents to the same and no further consent shall be necessary in future.

11.13 The Residents' Club shall have Recreational, Sports, Banquet and other facilities.

11.14 The Allottee and the other Apartment Owners of the Said Complex including Phase III and Future Phases shall be the proportionate owners of the Residents' Club including all movable and immovable assets and all other properties thereof.

11.15 The Residents' Club shall be managed and maintained by the Promoter for a period of 12 months and thereafter by the Association or the Facility Manager. Club charges for a period of 12 (twelve) months, from the Date Of Possession Notice (defined in Clause 7.2 above). The fees for such management and maintenance have been collected as part of Advance Maintenance Charges. This amount shall be fully appropriated by the Promoter without obligation of any accounting. Charges for Pay & Use facilities for the Residents' Club shall be chargeable separately during these 12 months period.

11.16 The Promoter shall be entitled to make rules, regulations and/or by-laws for governing and regulating the membership, management, maintenance, general administration, running and operation of the Residents' Club (**Club Rules**) which shall be binding on all Apartment Owners as members thereof including the Allottee and the Allottee hereby agrees to abide with all such rules and regulations of the Residents' Club.

11.17 In case of transfer of the Said Apartment Unit by the Allottee, the Allottee's membership of the Residents' Club shall automatically cease and stand terminated and the Allottee's transferee shall automatically become a member of the Residents' Club.

11.18 Usage charges/club subscription (**Club Charge**) for using facilities at the Residents' Club may be charged and revised from time to time by the Promoter or the Association, upon formation as per Club Rules. Guest charges, as applicable may also be charged by the Promoter or the Association, upon formation as per Club Rules.

11.19 Membership & Usage of the Residents' Club:

11.19.1 The membership of the Residents' Club in respect of each Apartment shall be in the name of one person. Accordingly, in the event of any Apartment having more than one owner, the co-owners thereof shall nominate from amongst themselves one person for such membership.

11.19.2 In the event of any Apartment not being owned by individuals but by a limited company or a limited liability partnership or a partnership firm or a Hindu Undivided Family or Trust or other body, then one individual shall be nominated by it for membership of the Residents' Club. Change of such nominee shall be permitted only in accordance with the Club Rules.

11.19.3 In the event of death of any member, the Club Membership shall be transferred to the co-owner (if any) of the concerned Apartment and in the event of there being no co-owner, then to one person from amongst the heirs of the member who is nominated by all the heirs for such purpose.

11.19.4 It is expressly agreed that only the residents who are permanently residing in any of the Apartments in the Said Complex shall be entitled to the use of the Residents' Club. However, subject to compliance with the Club Rules, guests may be permitted to use the Club if accompanied by a member and subject to such conditions and payment of such guest charges as may be fixed or revised from time to time.

11.9.5 The rights of use as also the obligations of the Allottee as a member of the Residents' Club shall be governed by the Club Rules and the Allottee agrees, undertakes and covenants to abide by the Club Rules and to make

payment of Club Charge and other expenses as may be fixed and/or revised from time to time as per the Club Rules.

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 said Block / said Complex, 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 said Block / said Complex. Natural materials like marble, granite, wood, sandstone etc. contain grains with inherent structural differences as a result whereof colour and marking caused by their material mineral complex composition, cracks, inherent impurities etc. are likely to occur. While the Promoter shall take every care to ensure construction and completion of the Said Apartment as per Specifications mentioned herein, the Promoter shall not be responsible for cracks, discolouring or deterioration in the quality of such natural materials.

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 TOTHE 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 said Block / said Complex, 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 said Block / said Complex 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 said Block / said Complex 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 said Block / said Complex. 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 I** 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 be entitled to construct additional/further

floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Land /Said Complex and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the said Complex and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever 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 the Allottee agrees and covenants not to obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter 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 the construction of the said Complex 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 said Complex, 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 and shall keep the Promoter indemnified in this regard. 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 Owners and/or 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 Vendors shall be entitled to create charge and/or mortgage in respect of the Said Land/Said Complex 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 Owners and/or 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 Vendors does not create a binding obligation on the part of the Vendors 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 Vendors. If the Allottee(s) fails to execute and deliver to the Vendors 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 Vendors, 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 save and except the General Terms and Conditions in regard to the said Apartment.

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 Before the execution and registration of the Deed of Conveyance of the Said Apartment Unit, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions precedent:

(a) The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) 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 and in case of any default the same is rectified / remedied by the Allottee to the satisfaction of the Promoter prior to the nomination.

(c) In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Owners and the nomination shall be valid only upon the Allottee and the nominee entering into a nomination agreement as per the standard format prepared by the Project Advocates wherein the Owners and the Promoter shall also join only for the purpose of confirmation of nomination.

(d) The Allottee shall pay a sum calculated @ Rs. 35/- (Rupees thirty five) per square feet of built up area as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However, Nomination Fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. 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 and/or the extra registration fees to be paid to the registration authorities due to 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 and the estimated extra registration fees. Such amount shall be payable by the Allottee on or before the nomination.

The Allottee agrees and accepts that the Allottee shall not nominate or assign

the rights under this Agreement save in the manner indicated above.

23.3 After the execution and registration of the Deed of Conveyance, the Allottee may transfer and alienate the said Apartment Unit provided that the same shall not be in any manner be inconsistent with this Agreement and/or the Deed of Conveyance to be executed pursuant hereto 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, obligations, undertakings and obligations as applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

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 Said Complex.

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. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. 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 _____	Please affix Photographs and sign across the photograph
Name _____	
Address _____	

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Owners:

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

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

WITNESSES:

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

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

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

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

WITNESSES:

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

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

**SCHEDULE 'A'-  
Part I  
(Said Apartment)**

Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, measuring carpet area approximately \_\_\_\_ (\_\_\_\_\_) square feet, together with a Private Garden/Balcony/Verandah measuring carpet area \_\_\_\_\_,

square feet, built-up area approximately \_\_\_\_ (\_\_\_\_\_) square feet, super built-up area approximately \_\_\_\_ (\_\_\_\_\_) square feet, comprised in the Block named \_\_\_\_\_ forming part of the Said Complex named ***Ideal Aquaview***, to be constructed on the Said Land described in **Schedule G** below. The layout of the Said Apartment is delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon.

**Part II  
(Parking Space)**

Right to park ( ) medium sized car in the Parking Space in the areas of the Said Land.

**Part III  
(Said Apartment Unit)  
[Subject Matter of Agreement]**

The Said Apartment, being the apartment described in **Part I** of **Schedule A** above.

The right to park in the Parking Space described in **Part II** of **Schedule A** above.

The Land Share, being undivided, impartible, proportionate and variable share in the Said Land described in **Schedule G** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

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

The said Apartment is to be made ready for handing over possession by September, 2021 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:**

<b>Sl. No.</b>	<b>Description</b>	<b>Amount (In INR)</b>
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.	
	e) Garage/ covered-independent/covered-dependent/open-independent/ f) open-dependent/multi-level/two-wheeler	
	<b>Sub-Total</b>	<hr/>
B.	<b>Other Charges:</b> (a) Interest Free advance common area maintenance charges for 12 months	(a) _____
	(b) Maintenance Deposit for Sinking Fund	(b) _____
	(c) Contribution for becoming Member of the Association.	(c) _____
	(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.	(d) _____
	(e) Miscellaneous charges per Apartment.	(e) _____
	<b>Sub-Total</b>	<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 3 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	Piling	10% of Unit Price+ GST	
3	On Completion of Ground Floor Casting	10% of Unit Price+ GST	
4	On Completion of 5th Floor Casting	10 % of Unit Price + GST	
5	On Completion of 10th Floor Casting	10 % of Unit Price + GST	
6	On Completion of 15th Floor Casting	10 % of Unit Price + GST	
7	On Completion of 20th Floor Casting	10 % of Unit Price + GST	
8	On Completion of Roof of the respective Unit	10% of Unit Price + GST	
9	On Completion of Flooring of respective Unit	10% of Unit Price+ GST	
10	On Notice for Possession	10 % of Unit Price + Association formation + Legal Fees + Miscellaneous Fees + Maintenance Deposit + Advance Maintenance Charges + GST	

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

**Superstructure:** RCC structure

**Walls:**  
Plaster of Paris (interior)

External finish

**Windows:** Aluminium windows

**Doors:** Flush doors with Accessories

**Kitchen:**

Tiles flooring with granite top platform

Ceramic tiles dado

**Toilets:**

Concealed plumbing system using standard materials

Ceramic sanitary ware with C.P. fittings

Tiles flooring and tiles on walls

**Flooring:**

Vitrified tiles in the living rooms/bedrooms

Marble/Tiles/Stones in all Common Areas including the stairs

Laminated floorings in master bedroom

**Electricals:**

PVC conduit pipes with copper wiring.

15 and 5 Amp points in the living room, dinning room, bed rooms, family rooms, bath rooms and kitchen

Telephone point in the living room

TV point in the living room and all bed rooms

**Water Supply/Sewerage System:**

24 hours water supply

Sewerage/Drainage system from the Block to the main sewerage system

**Air Conditioning:** In Living/Dining Room and all Bed Rooms.

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

**A.** Common Areas as are common between the co-owners of a Block:

**1. Areas:**

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the Common Roof.

- (e) Common staff toilet in the ground floor of the Block.
  - (f) Common Roof above the ultimate /final top floor of the Block.
2. **Water and Plumbing:**
    - (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Apartment).
    - (b) Drains, sewerage pits and pipes within the Block (save those inside any Apartment) or attributable thereto.
  3. **Electrical and Miscellaneous Installations:**
    - (a) Electrical Installations including wiring and accessories (save those inside any Apartment) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the Apartment in the Block and Common Areas within or attributable to the Block.
    - (b) Lift and lift machinery of the Block.
    - (c) Fire fighting equipment and accessories in the Block.
  4. **Others:**

Other areas and installations and/or equipment as are provided in the Block for common use and enjoyment.
- B.** Common Areas as are meant for common use of all the owners of the said Complex :
1. **Areas:**
    - (a) Open and/or covered paths and passages inside the Said Complex.
    - (b) Boundary wall around the periphery of the Said Complex and decorative gates for ingress and egress to and from the Said Complex.
    - (c) Visitors' car park.
  2. **Water and Plumbing:**
    - (a) Centralized water supply system for supply of water in common to all Blocks in the Said Complex.
    - (b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Blocks in the Said Complex.
    - (c) Pumps and motors for water system for all Blocks and Common Areas of the Said Complex.
  3. **Electrical and Miscellaneous Installations:**
    - (a) Wiring and accessories for lighting of Common Areas of the Said Complex.
    - (b) Installation relating to sub-station and common transformer for the Said Complex.

- (c) Generator(s)/Standby Power Source and accessories for provision of stand by power to the Common Areas of the Said Complex.
- (d) Common fire fighting equipment for the Said Complex.

4. **Residents' Club:**

- (a) Sports facilities
- (b) Recreation facilities
- (c) Banquet facilities
- (d) Others

5. **Others:**

Other Common Areas and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all Apartment Owners.

**Notes:**

1. It is however expressly made clear that the Private Garden attached and/or appurtenant to some of the Apartments shall not form part of the Common Areas under any circumstance.
2. It is further expressly made clear that the space(s) reserved for the covered or open car parking spaces allotted to some apartment owners and in respect of which "Right to Use" has been given or the space reserved or alienated to any third party shall not form part of the Common Areas under any circumstance.

**SCHEDULE F**

**ADDITIONAL LIABILITIES & DEPOSITS**

In addition to the Total Price, the Allottee shall also pay to the Promoter, as and when demanded by the Promoter (time being the essence of the contract), by negotiable instruments payable at Kolkata and favouring the Promoter or such name as maybe notified, the following amounts (collectively **Additional Liabilities**) together with applicable Goods and Service Tax thereon, towards:

1. **Proportionately:** Proportionate share towards providing any special amenities/facilities in the Common Areas (save and except those described in the **Schedule E**) and improved specifications of construction of the Said Apartment and/or the Said Complex and/or the Said Block over and above the specifications described in the **Schedule D (Specifications)**.
2. **Wholly:** wholly, costs, expenses and charges towards:

(a) **Taxes:** Goods and Service Tax or any other statutory tax, duty, cess, levy or charge, betterment fee, development charges and any other imposition levied by the State Government, Central Government or any other authority or body on the Promoter and the Owners, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Apartment Unit.

(b) **Electricity:** costs, expenses, deposits and charges for providing electricity meter for the Said Apartment shall be paid by the Allottee within 15 days of demand failing which meter and electricity connection shall not be provided to the Said Apartment.

(c) **Advance Maintenance Charge:** interest free advance, for proportionate share (**Maintenance Charge**) of the common expenses described in **Schedule J** below (**Common Expenses**) @ Rs. 4.10/- (Rupees four and paise ten only) plus Goods and Service Tax per square feet per month on built-up area of the Said Apartment, for a period of 12 (twelve) months, from the Date Of Possession Notice (**Advance Maintenance Charge**). The Advance Maintenance Charge shall (1) be fully adjusted by the Promoter against the Common Expenses for the said limited period of 12 (twelve) months only (2) be a fixed payment after payment of which the Allottee shall have no further obligation to pay any other amount towards Maintenance Charge for the said period of 12 (twelve) months save and except the running and operational expenses including the cost of diesel for the generators which is not included in the above mentioned Advance Maintenance Charge and will be charged proportionately and separately at actual (3) be fully appropriated by the Promoter without obligation of any accounting and (4) be handed over by the Promoter to a body of Apartment Owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Promoter shall handover only the proportionate balance remaining of the Advance Maintenance Charge to the Association. It is clarified that (1) the Said Complex may be maintained through the Facility Manager, in which event all payments (other than Advance Maintenance Charge) shall be made by the Allottee to the Facility Manager, after the said period of 12 (twelve) months or earlier if the Association is formed, and (2) the supervision of maintenance of the Said Complex shall be handed over by the Promoter to the Association, as soon as be practicable, so that the Association may deal directly with the Facility Manager.

(d) **Advance Club Charge:** Club charges for a period of 12 (twelve) months, from the Date Of Possession Notice shall be collected as part of Advance Maintenance Charges. Such advance club charge shall be fully adjusted by the Promoter against club general maintenance for the said limited period of 12 (twelve) months only without obligation of any accounting. However, charges for Pay & Use facilities for the residents club shall be chargeable separately during this 12 months period.

(e) **Formation of Association:** formation of the Association charge will be Rs. 5,000/- (Rupees five thousand) plus Goods and Service Tax.

(f) **Legal Fees:** legal fees in respect of the Said Apartment, which shall be Rs. 15,000/- (Rupees fifteen thousand only). The legal fees shall be paid to the Promoter, who shall do all accounting with the Project Advocates. The Allottee shall also pay the Goods and Service Tax in respect of the Legal Fees.

(g) **Stamp Duty and Registration Costs:** applicable stamp duty and registration fees for registration of this Agreement and the Deed of Conveyance to be executed subsequently and all other fees and charges, if any, as applicable and intimated by the Promoter together with fixed miscellaneous expenses of Rs. 10,000/- (Rupees ten thousand only) for each registration, which shall be paid and borne by the Allottee 15 (fifteen) days prior to the date of registration.

(h) **Maintenance Deposit:** Interest free deposit on account of Maintenance Charge (**Maintenance Deposit**) calculated @ Rs.35/- (Rupees thirty five only) plus Goods and Service Tax per square feet of built-up area of the Said Apartment.

#### SCHEDULE G - SAID LAND

**All That** the pieces and parcels of land together aggregating about 884.442 Decimals (equivalent to about 535.994 cottahs) be the same a little more or less comprised in Dag Nos. 489, 490, 491, 492, 549, 550, 551, 552, 553, 555 and 561 under Khatian Nos. 1186, 1187, 1188, 1190, 1194, 1198, 1208, 1209, 1218, 1259, 1260, 1267, 1268, 1269, 1273, 1274, 1279, 1280, 1286, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1326, 1328, 1331, 1396, 1422, 1416, 1417, 1421, 1571, 1749, 1752, 1760, 1764, 1778, 1779, 1780, 1781, 1782, 1808, 1809, 1810, 1885, 1886, 1887, 1888, 1889, 1891, 1892, 1974, 1978, 1980, 1981, 2039, 2041, 2105, 2106, 2107, 2108, 2112, 2113, 2114, 2116, 2117, 2118, 2119, 2121, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2152 and others, in Mouza Mahishbathan under J. L. No. 18 and in Dag Nos. 852 and 918 under Khatian Nos. 383, 401, 402, 403, 405, 406, 461, 462, 463, 613, 654, 681, 687, 699, 700, 701, 702, 703, 799, 800, 802, 803, 804, 816, 817, 818, 819, 801, 1649, 1650, 1651, 1654, 1655, 1657, and others, in Mouza Thakdari under J. L. No. 19, both within jurisdiction of P. S. Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 28 of Bidhannagar Municipal Corporation and now allotted Provisional Holding no. 001 by Bidhannagar Municipal Corporation, District North 24-Parganas, Pin – 700 102 together with the new buildings being constructed thereon comprising of apartments, car parking spaces and other saleable areas, delineated on the **Plan A** annexed hereto and bordered in colour **Red** thereon.

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

**SCHEDULE H – DETAILS OF PURCHASE DEEDS OF THE OWNERS**

**Ownership of Owners:** By and under Deeds of Conveyance, details whereof are mentioned below, the Owners became owners of different portions of the Said Land (described in the Schedule G above) comprising of land together aggregating about 884.442 Decimals (equivalent to about 535.994 cottahs) with structures thereon and comprised in Dag Nos. 489, 490, 491, 492, 549, 550, 551, 552, 553, 555 and 561 in Mouza Mahishbathan under J. L. No. 18 and in Dag Nos. 852 and 918 in Mouza Thakdari under J. L No. 19, both within jurisdiction of P. S. Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 28 of Bidhannagar Municipal Corporation and now allotted Provisional Holding no. 28 by Bidhannagar Municipal Corporation, District North 24-Parganas, Pin – 700102

Purchaser	Dag No.	Area in Cottah	Area in Decimal	Date of Registry	Deed No.	Registration Office
Exult Apartments Pvt. Ltd.	490	7.00	11.550	02-02-2008	03013/2008	DSR-II
Exult Infrastructure Pvt. Ltd.	852	7.00	11.550	02-02-2008	03022/2008	DSR-II
Exult Shelters Pvt. Ltd.	490	6.47	10.672	02-02-2008	03011/2008	DSR-II
Nakul Himatsingka	489	7.00	11.550	02-02-2008	03007/2008	DSR-II
Srawan Kumar Himatsingka	489	7.00	11.550	02-02-2008	03288/2008	DSR-II
Exult Real Estates & Developers Pvt. Ltd.	490	7.00	11.550	02-02-2008	03014/2008	DSR-II
Exult Constructions Pvt. Ltd.	490	7.00	11.550	02-02-2008	03287/2008	DSR-II
Exult Residency Pvt. Ltd.	852	7.00	11.550	02-02-2008	03030/2008	DSR-II
Kanak Himatsingka	489	7.00	11.550	02-02-2008	03029/2008	DSR-II
DivyaHimatsingka	491	7.000	11.550	02-02-2008	03028/2008	DSR-II
Exult Plaza Pvt. Ltd.	491	7.000	11.550	02-02-2008	03294/2008	DSR-II
Exult Real Estates Consultants Pvt. Ltd.	852	7.34	12.100	12-05-2008	04563/2008	DSR-II
Exult Real Estates Agents Pvt. Ltd.	852	7.00	11.550	12-05-2008	04595/2008	DSR-II
Exult Transport Pvt. Ltd.	852	7.00	11.550	12-05-2008	04588/2008	DSR-II
Exult Builders Pvt. Ltd.	852	7.34	12.100	12-05-2008	04597/2008	DSR-II
Exult Estates Pvt. Ltd.	489	1.94	3.200	20-06-2008	07114/2009	DSR-II
Exult Estates Pvt. Ltd.	490	3.32	5.480	20-06-2008	07114/2009	DSR-II

<b>Purchaser</b>	<b>Dag No.</b>	<b>Area in Cottah</b>	<b>Area in Decimal</b>	<b>Date of Registry</b>	<b>Deed No.</b>	<b>Registration Office</b>
Exult Enclave Pvt. Ltd.	918	7.00	11.550	03-07-2008	05202/2009	DSR-II
Exult Buildcon Pvt. Ltd.	918	7.00	11.550	03-07-2008	05198/2009	DSR-II
Exult Homes Pvt. Ltd.	918	7.00	11.550	03-07-2008	05197/2009	DSR-II
Ideal Realcon Pvt. Ltd.	490	3.73	6.160	31-07-2008	02226/2009	DSR-II
Ideal Realcon Pvt. Ltd.	490	3.03	5.000	04-08-2008	06566/2009	DSR-II
Ideal Carriers & Logistics Pvt. Ltd.	489	1.15	1.900	08-08-2008	04831/2009	DSR-II
Ideal Carriers & Logistics Pvt. Ltd.	490	4.01	6.610	08-08-2008	04831/2009	DSR-II
Ideal Infralogistics Pvt. Ltd.	490	4.59	7.580	08-08-2008	04615/2009	DSR-II
Ideal Infrabuild Pvt. Ltd.	490	4.38	7.230	08-08-2008	07115/2009	DSR-II
Ideal Infrabuild Pvt. Ltd.	852	1.55	2.550	08-08-2008	07115/2009	DSR-II
Exult Heights Pvt. Ltd.	489	1.65	2.720	14-08-2008	02241/2009	DSR-II
Exult Heights Pvt. Ltd.	490	5.13	8.460	14-08-2008	02241/2009	DSR-II
Exult Nirman Pvt. Ltd.	490	4.38	7.220	22-08-2008	04603/2009	DSR-II
Ideal Devcon Pvt. Ltd.	490	3.21	5.290	22-08-2008	02169/2009	DSR-II
Ideal Devcon Pvt. Ltd.	852	3.52	5.800	22-08-2008	02169/2009	DSR-II
Ideal Infralogistics Pvt. Ltd.	490	2.81	4.630	27-08-2008	02242/2009	DSR-II
Ideal Carriers & Logistics Pvt. Ltd.	852	1.42	2.350	27-08-2008	05200/2009	DSR-II
Ideal Infrabuild Pvt. Ltd.	490	0.88	1.450	12-09-2008	04607/2009	DSR-II
Odin Housing Projects Pvt. Ltd.	490	4.33	7.150	12-09-2008	04606/2009	DSR-II
Exult Estates Pvt. Ltd.	490	2.08	3.430	12-09-2008	04605/2009	DSR-II
Exult Nirman Pvt. Ltd.	852	2.590	4.270	12-09-2008	05201/09	DSR-II
Ideal Awas Pvt. Ltd.	490	2.71	4.470	18-12-2008	14594/2008	ADSR, Salt Lake
Ideal Awas Pvt. Ltd.	490	2.71	4.470	18-12-2008	14592/2008	ADSR, Salt Lake
Ideal Awas Pvt. Ltd.	490	1.70	2.810	13-04-2009	03344/2009	ADSR, Salt Lake
Odin Housing Projects Pvt. Ltd.	490	1.70	2.810	13-04-2009	03344/2009	ADSR, Salt Lake
Ideal Nice Plaza Pvt. Ltd.	490	4.75	7.840	02-09-2009	08154/2009	ADSR, Salt Lake
Ideal Marrygold	490	1.82	3.010	02-09-2009	08171/2009	ADSR, Salt

Purchaser	Dag No.	Area in Cottah	Area in Decimal	Date of Registry	Deed No.	Registration Office
Highrise Pvt. Ltd.						Lake
Ideal Orchid Nirman Pvt. Ltd.	490	4.75	7.840	02-09-2009	08170/2009	ADSR, Salt Lake
Ideal Silverline Buildcon Pvt. Ltd.	490	4.75	7.840	02-09-2009	08153/2009	ADSR, Salt Lake
Ideal Niwas Pvt. Ltd.	490	4.76	7.860	02-09-2009	08172/2009	ADSR, Salt Lake
Ideal Marrygold Highrise Pvt. Ltd.	852	4.100	6.620	02-09-2009	08164/2009	ADSR, Salt Lake
Ideal Rose Developers Pvt. Ltd.	490	1.35	2.230	09-09-2009	08330/2009	ADSR, Salt Lake
Ideal Rose Developers Pvt. Ltd.	852	4.230	6.990	09-09-2009	8331/2009	ADSR, Salt Lake
Ideal Abasan Pvt. Ltd.	549	0.182	0.300	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Abasan Pvt. Ltd.	550	0.606	1.000	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Abasan Pvt. Ltd.	551	1.667	2.750	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	549	0.182	0.300	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	550	0.606	1.000	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	551	1.667	2.750	20-04-2010	03992/2010	ADSR, Salt Lake
Ideal Abasan Pvt. Ltd.	552	0.910	1.500	20-04-2010	03989/2010	ADSR, Salt Lake
Ideal Grace Infracon Pvt. Ltd.	552	0.910	1.500	20-04-2010	03989/2010	ADSR, Salt Lake
Ideal Sayonara Towers Pvt.Ltd.	553	5.460	9.010	20-04-2010	03990/10	ADSR, Salt Lake
Ideal Jasmine Niwas Pvt.Ltd.	552	6.010	9.910	20-04-2010	03991/10	ADSR, Salt Lake
Exult Properties Pvt. Ltd.	490	4.400	7.260	29-10-2010	10845/10	ADSR, Salt Lake
Exult Properties Pvt. Ltd.	852	1.830	3.020	29-10-2010	10864/10	ADSR, Salt Lake
Greenview Enclave Pvt. Ltd.	490	7.00	11.550	02-12-2013	03466/2013	ADSR, Salt Lake
Greenview Infrahomes Pvt. Ltd.	918	2.52	4.165	02-12-2013	03464/2013	ADSR, Salt Lake
Greenview Niwas Pvt. Ltd.	918	5.15	8.500	02-12-2013	03462/2013	ADSR, Salt Lake
Greenview Devcon	852	6.19	10.220	02-12-2013	03461/2013	ADSR, Salt

Purchaser	Dag No.	Area in Cottah	Area in Decimal	Date of Registry	Deed No.	Registration Office
Pvt. Ltd.						Lake
Greenview Hospitality Pvt. Ltd.	918	2.82	4.650	02-12-2013	03465/2013	ADSR, Salt Lake
Greenview Procon Pvt. Ltd.	918	2.52	4.165	02-12-2013	03463/2013	ADSR, Salt Lake
Greenview Infraawas Pvt. Ltd.	489	1.85	3.060	02-12-2013	03460/2013	ADSR, Salt Lake
Greenview Infralogistics Pvt. Ltd.	490	3.976	6.560	02-12-2013	03467/13	ADSR, Salt Lake
Greenview Infrahousing Pvt. Ltd.	918	7.00	11.550	06-12-2013	03544/2013	ADSR, Salt Lake
Greenview Infrarealtors Pvt. Ltd.	918	7.00	11.550	06-12-2013	03548/2013	ADSR, Salt Lake
Greenview Infrabuild Pvt. Ltd.	490	2.05	3.383	06-12-2013	03549/2013	ADSR, Salt Lake
Greenview Infrabuild Pvt. Ltd.	492	4.00	6.600	06-12-2013	03549/2013	ADSR, Salt Lake
Greenview Niwas Pvt. Ltd.	491	1.770	2.920	06-12-2013	03552/13	ADSR, Salt Lake
Greenview Hospitality Pvt. Ltd.	918	2.230	3.680	06-12-2013	03550/13	ADSR, Salt Lake
Greenview Awas Pvt. Ltd.	492	1.52	2.500	20-12-2013	16944/2013	ARA-II
Greenview Garden Pvt. Ltd.	852	7.00	11.550	20-12-2013	16943/2013	ARA-II
Greenview Shelters Pvt. Ltd.	852	1.03	1.700	20-12-2013	16942/2013	ARA-II
Greenview Hospitality Pvt. Ltd.	492	2.35	3.870	20-12-2013	16941/2013	ARA-II
Greenview Procon Pvt. Ltd.	489	2.40	3.960	20-12-2013	16945/2013	ARA-II
Greenview Procon Pvt. Ltd.	490	1.39	2.300	20-12-2013	16945/2013	ARA-II
Greenview Heights Pvt. Ltd.	490	2.32	3.820	27-12-2013	03823/2013	ADSR, Salt Lake
Greenview Infralogistics Pvt. Ltd.	490	1.58	2.600	27-12-2013	03828/2013	ADSR, Salt Lake
Greenview Infrahomes Pvt. Ltd.	490	2.65	4.380	27-12-2013	03824/2013	ADSR, Salt Lake
Greenview Shelters Pvt. Ltd.	490	3.73	6.150	27-12-2013	03831/2013	ADSR, Salt Lake
Greenview Complex Pvt. Ltd.	490	6.16	10.160	27-12-2013	03826/2013	ADSR, Salt Lake
Greenview Abasan	490	2.08	3.430	27-12-2013	03827/2013	ADSR, Salt

<b>Purchaser</b>	<b>Dag No.</b>	<b>Area in Cottah</b>	<b>Area in Decimal</b>	<b>Date of Registry</b>	<b>Deed No.</b>	<b>Registration Office</b>
Pvt. Ltd.						Lake
Greenview Abasan Pvt. Ltd.	490	4.35	7.180	27-12-2013	03827/2013	ADSR, Salt Lake
Greenview Colonizers Pvt. Ltd.	490	1.64	2.700	27-12-2013	03822/2013	ADSR, Salt Lake
Greenview Infraawas Pvt. Ltd.	490	4.20	6.930	27-12-2013	03825/2013	ADSR, Salt Lake
Greenview Heights Pvt. Ltd.	490	3.05	5.040	30-12-2013	03843/2013	ADSR, Salt Lake
Greenview Heights Pvt. Ltd.	490	1.99	3.280	30-12-2013	03843/2013	ADSR, Salt Lake
Greenview Infranirman Pvt. Ltd.	490	7.02	11.610	30-12-2013	03841/2013	ADSR, Salt Lake
Greenview Awas Pvt. Ltd.	490	5.85	9.650	30-12-2013	03840/2013	ADSR, Salt Lake
Greenview Cottage Pvt. Ltd.	490	5.85	9.650	30-12-2013	03839/2013	ADSR, Salt Lake
Greenview Colonizers Pvt. Ltd.	490	4.76	7.860	30-12-2013	03842/2013	ADSR, Salt Lake
Greenview Infraestates Pvt. Ltd.	918	6.21	10.250	09-01-2014	00071/2014	ADSR, Salt Lake
Greenview Kutir Pvt. Ltd.	852	6.50	10.720	16-01-2014	00522/2014	ARA-II
Greenview Mansions Pvt. Ltd.	852	6.50	10.730	16-01-2014	00519/2014	ARA-II
Greenview Abasan Pvt. Ltd.	852	3.155	5.213	06-03-2014	02880/2014	ARA-II
Greenview Abasan Pvt. Ltd.	852	2.888	4.773	06-03-2014	02879/2014	ARA-II
Greenview Awas Pvt. Ltd.	549	1.937	3.202	06-03-2014	02878/2014	ARA-II
Greenview Awas Pvt. Ltd.	852	4.235	7.000	21-04-2014	04915/2014	ARA-II
Greenview Niwas Pvt. Ltd.	852	3.562	5.887	21-04-2014	04961/2014	ARA-II
Greenview Hospitality Pvt. Ltd.	852	4.306	7.117	21-04-2014	04963/2014	ARA-II
Greenview Shelters Pvt. Ltd.	549	2.000	3.306	04-07-2014	08539/2014	ARA-II
Greenview Shelters Pvt. Ltd.	549	2.000	3.306	11-07-2014	08803/2014	ARA-II
Ideal Residency Management & Services Pvt. Ltd.	490	6.119	10.115	27-09-2014	12499/2014	ARA-II

<b>Purchaser</b>	<b>Dag No.</b>	<b>Area in Cottah</b>	<b>Area in Decimal</b>	<b>Date of Registry</b>	<b>Deed No.</b>	<b>Registration Office</b>
Ideal Rice Projects Pvt. Ltd.	491	2.424	4.006	27-09-2014	12497/2014	ARA-II
Ideal Rice Projects Pvt. Ltd.	490	2.871	4.745	27-09-2014	12507/2014	ARA-II
Anjani Properties Pvt. Ltd.	555	3.927	6.491	27-09-2014	12496/2014	ARA-II
Exult Retreat Pvt. Ltd.	555	3.927	6.491	27-09-2014	12505/2014	ARA-II
Exult Road House Pvt. Ltd.	918	7.125	11.776	27-09-2014	12513/2014	ARA-II
Exult Motel Pvt. Ltd.	918	7.125	11.776	27-09-2014	12512/2014	ARA-II
Ideal Apartments Pvt. Ltd.	918	7.297	12.060	27-09-2014	12602/2014	ARA-II
Emperor Manssion Pvt. Ltd.	918	5.050	8.330	17-09-2015	150401877/15	ADSR, Salt Lake
Emperor Appartments Pvt. Ltd.	918	5.050	8.330	17-09-2015	150401876/15	ADSR, Salt Lake
Emperor Awas Pvt. Ltd.	852	1.300	2.145	17-09-2015	150401878/15	ADSR, Salt Lake
Emperor Towers Pvt. Ltd.	491	4.150	6.860	24-12-2015	190403226/15	ARA-IV
Emperor Abasan Pvt. Ltd.	918	5.050	8.330	24-12-2015	190403220/15	ARA-IV
Emperor Infracprojects Pvt. Ltd.	918	5.050	8.330	24-12-2015	190403221/15	ARA-IV
Emperor Hirise Pvt. Ltd.	561	2.610	4.313	24-12-2015	190403219/15	ARA-IV
Emperor Conclave Pvt. Ltd.	561	5.230	8.625	24-12-2015	190403225/15	ARA-IV
Emperor Infracprojects Pvt. Ltd.	550	0.610	1.000	24-12-2015	190403224/15	ARA-IV
Emperor Complex Pvt. Ltd.	551	1.670	2.750	24-12-2015	190403229/15	ARA-IV
Emperor Awas Pvt. Ltd.	852	2.760	4.550	24-12-2015	190403218/15	ARA-IV
Emperor Homes Pvt. Ltd.	852	2.760	4.560	24-12-2015	190403210/15	ARA-IV
Greenview Nirman Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403071/17	ARA-IV
Emperor Residency Pvt. Ltd.	490	0.95	1.550	31-03-2017	190403064/17	ARA-IV
Greenview Infraabasan Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403070/17	ARA-IV
Emperor Residency Pvt. Ltd.	490	0.95	1.550	31-03-2017	190403068/17	ARA-IV

<b>Purchaser</b>	<b>Dag No.</b>	<b>Area in Cottah</b>	<b>Area in Decimal</b>	<b>Date of Registry</b>	<b>Deed No.</b>	<b>Registration Office</b>
Greenview Infraniketan Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403067/17	ARA-IV
Emperor Hirise Pvt. Ltd.	490	0.95	1.550	31-03-2017	190403072/17	ARA-IV
Greenview Plaza Pvt. Ltd.	490	6.05	10.000	31-03-2017	190403065/17	ARA-IV
Emperor Promoters Pvt. Ltd.	490	0.93	1.540	31-03-2017	190403069/17	ARA-IV
Greenview Infraproperties Pvt. Ltd.	552	2.000	3.300	31-03-2017	190403066/17	ARA-IV
Greenview Infraproperties Pvt. Ltd.	553	2.000	3.300	31-03-2017	190403066/17	ARA-IV
		<b>535.994</b>	<b>884.442</b>			

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

1. In addition to the obligations of the Allottee mentioned elsewhere in this Agreement, the Allottee shall:
  - (a) co-operate in the management and maintenance of the Said Block, the Said Complex and the Common Areas by the Promoter/Facility Manager/Association (upon formation), as applicable.
  - (b) observe the rules, restrictions and bye-laws framed from time to time by the Promoter /Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Block, the Said Complex and the Common Areas as also the Club Rules.
  - (c) make timely payment for electricity and other utilities consumed in or relating to the Said Apartment Unit from the Date Of Possession.
  - (d) 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 Said Block, the Said Complex, the Said Land and outside walls of the Said Block save in the manner indicated by the Promoter/Facility Manager/Association (upon formation).
  - (e) use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial,

industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- (f) repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes, etc. inside the Said Apartment, at the cost of the Allottee.
- (g) ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) use the spittoons/dustbins located at various places in the Said Complex.
- (i) not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.
- (j) not alter, modify or in any manner change the structure or any civil construction in the Said Apartment Unit, the Said Block and/or the Said Complex and 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/or columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring or pipelines or otherwise. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof. In the event the Promoter and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Allottee then the Promoter and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the Date Of Conveyance, then also the Promoter and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- (k) not install any type of air-conditioners (window or split) in the Said Apartment and /or any part of the Said Block since air conditioning is being done by the Promoter in respect of the Said Apartment provided however that the Allottee shall be responsible at the Allottee's own costs for maintenance, repairs and replacement of the air conditioning equipment provided by the Promoter.
- (l) not install any collapsible gate on the main door/entrance of the Said Apartment.

- (m) not sub-divide the Said Apartment Unit and the Common Areas, under any circumstance.
- (n) not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (o) not use the Said Apartment or the Common Areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (p) not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (q) not obstruct the Promoter/Facility Manager/Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block/Said Complex/Said Land and/or selling or granting rights to any person on any part of the Said Block/Said Complex/Said Land.
- (r) not obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Parking Space, if any.
- (s) not violate any of the rules and/or regulations laid down by the Promoter/Facility Manager/Association (upon formation) for the use of the Common Areas as also the Club Rules.
- (t) not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (u) not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space, if any, the Said Block, the Common Areas, the Said Complex and the Said Land, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (v) not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Parking Space, if any, the Common Areas, the Said Block, the Said Complex and/or the Said Land.
- (w) not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the Said Apartment/Said Block/Said Complex save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

- (x) not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
  - (y) not install or keep or run any generator in the Said Apartment and the Parking Space, if any.
  - (z) not misuse or permit to be misused the water supply to the Said Apartment.
  - (aa) not damage the Common Areas in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
  - (ab) not hang or cause to be hung clothes from the balconies of the Said Apartment.
  - (ac) not smoke in public places of the Said Complex and the Allottee and the Allottee's guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
  - (ad) not pluck flowers or stems from the gardens.
  - (ae) not throw or allow to be thrown litter in the Common Areas of the Said Block/Said Complex.
  - (af) not trespass or allow trespass over lawns and green plants within the Said Complex.
  - (ag) not overload the passenger lifts and move goods only through the staircase of the Said Block.
  - (ah) not use the lifts in case of fire.
  - (ai) not cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.
  - (aj) 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 Facility Manager and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
2. If the Allottee lets out or transfers the Said Apartment Unit, the Allottee shall immediately notify the Promoter/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.
3. The Allottee shall not have any right, title, interest, claim or entitlement whatsoever over or in respect of the Said Land/Said Block/Said Complex save and except the said Apartment Unit and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Said Land/Said Complex.

4. The user right of the ultimate top roof of any Block shall remain common to all Apartment Owners of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in such Common Roof. The Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act that prevents or hinders such construction. After such construction on the top roof, the roof above such construction shall become the Common Roof for common use of all Apartment Owners of the Said Block. The Promoter is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to such top/ultimate roof upon further construction and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions.
5. In the event of the Owners and/or the Promoter being made liable for payment of any tax (excepting Income Tax), fee, duty, levy, surcharge, cess, imposition or any other liability or any enhancement thereof under any statute or law for the time being in force or introduced/imposed in future (such as Goods and Service Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) (whether payable to the concerned authority by the Owners or the Promoter or the Allottee) or if the Owners and/or the Promoter are advised by their consultant that the Owners and/or the Promoter are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owners and/or the Promoter having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Allottee shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owners and the Promoter indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Owners and the Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever and it is expressly agreed that the same shall be the liability of the Allottee and the Owners and the Promoter shall be entitled to collect/recover the same from the Allottee. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owners' and/or the Promoter's consultant shall be paid by the Allottee at or before the Date of Possession.
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 Vendors and the Facility Manager / Association indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the said Block / said Complex / said Land 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 Vendors and the Facility Manager / Association indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Facility Manager / Association 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 Vendors are 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.
10. The Promoter shall have first charge and/or lien over the said Apartment Unit for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment Unit is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall be extinguished in favour of the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or the financial institution.

#### **SCHEDULE J - COMMON EXPENSES**

1. **Maintenance:** All costs and expenses of maintaining, operating, painting, decorating, white-washing, repairing, replacing, redecorating, rebuilding, re-constructing, lighting and renovating the Common Areas including all exterior and interior walls (but not inside any Apartment) and in particular the Common Roof to the extent of leakage to the upper floors.

2. **Operational:** All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Areas including transformer, generator, lift, water pump changeover switches, light, and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and also the costs of repairing, renovating and replacing the same.

3. **Staff:** The salaries and all other expenses of the staff to be employed for the common purposes (including for the running of the Residents' Club) viz. manager, caretaker, security personnel clerks, liftmen, sweepers, plumbers, electricians etc. and other maintenance persons including their bonus and other emoluments and benefits.
4. **Residents' Club Expenses:** All costs and expenses for the maintenance, renovation, building, rebuilding, up keep and running of all the facilities of the Residents' Club, net of receipts on account of fees and charges.
5. **Taxes & Levies:** Rates & Taxes and levies, surcharge, cess and all other outgoings for the Common Areas (including running of the Residents' Club) or for the Said Complex save the taxes determined and payable by the Apartment Owners for their respective Apartments upon separate assessment.
6. **Association:** Establishment and all other expenses of the Association or any agency looking after the Common Areas.
7. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).
8. **Facilities:** All charges, deposits, costs and expenses incurred for the supply, installation, maintenance, upkeep and running of the facilities as more fully described in **Schedule E** above.
9. **Insurance:** All premiums and payments in respect of taking out insurance policy covering the Said Complex, periodically.
10. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment and for the Common Areas and common purposes.
11. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
12. **Others:** All other expenses and/or outgoings as may be determined by the Promoter/Facility Manager/Association (upon formation) for the common purposes.

#### **SCHEDULE K - RIGHTS OF THE FACILITY MANAGER/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) Subject to the provisions of Clause 2 (c) of Schedule F above, the Allottee shall pay Maintenance Charge on the basis of the bills to be raised by the Promoter/ Facility Manager/Association (upon formation), such bills being

conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Promoter/ Facility Manager/ Association (upon formation). The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Facility Manager/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Facility Manager/Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services, facilities and utilities shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas including water supply, electricity, user of lift etc.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owners:

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

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

WITNESSES:

(1) Signature _____ Name _____ Address _____
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(2) Signature _____ Name _____
-----------------------------------

Address \_\_\_\_\_

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 \_\_\_\_\_