

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

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\_\_\_\_\_  
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Allotment Letter

**Sub:** Allotment of Apartment #\_\_\_\_ (\_\_\_\_ Bedrooms) in StarOm Millenia at Municipal Premises No. 4 Nilgunj Road, Kolkata -700056

**Ref:** Customer Code # \_\_\_\_\_ (To be quoted for all your future correspondence)

Dear Sir/Madam,

This is response to your application dated \_\_\_\_\_.

We are pleased to allot you Apartment #\_\_\_\_, Flat No. \_\_\_\_ (\_\_\_\_ Bedrooms) comprised in the allocation of S.M. Abasan Pvt. Ltd in Block - \_\_, Flat \_\_ at StarOm Millenia, at Municipal Premises No. 4, Nilgunj Road, Kolkata - 700056 within Ward No. 17 of the Kamarhati Municipality for a Net Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), payable as per attached Payment Plan, on the terms and conditions of transfer contained in our standard Agreement for Transfer. The Net Price includes car parking space/s of the type you have applied for, if any.

You have the right to opt out of this allotment by communication in writing which should reach us at the address given in this letter, within \_\_\_\_\_. In such event, the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by you as registration money for booking will be refunded, after deduction of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_).

The above allotment is subject to (1) realization of the Cheque/Draft of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by you as registration money for booking (not applicable to allottees who have paid cash) and (2) your signing the standard Agreement for Transfer before \_\_\_\_\_ and (3) your making payment as per the attached payment plan, failing either of which this Allotment Letter shall automatically stand withdrawn and cancelled and the registration money for booking refunded, after deduction of a sum of Rs.50,000/- (Rupees fifty thousand only).

On your signing the standard Agreement for Transfer within \_\_\_\_\_ (at our office, by prior appointment with the undersigned), this Allotment Letter will automatically be replaced by the standard Agreement for Transfer.

Thanking you,  
Yours faithfully,

For S.M. Abasan Pvt. Ltd

Authorized Signatory

Enclosed: Payment Schedule

**(Draft)**

Date- 31.08.2018

**TO WHOM IT MAY CONCERN**

That the Deed of Conveyance is not ready and will be submitted in due course of time as the last date for submission of documents for registration of our project under HIRA west Bengal is today.



For S M Abasan Pvt. Ltd.

## AGREEMENT

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata
3. **Parties**

- 3.1 **Rabindra Apartment & Construction Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at 42B, Park Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata-700016 (**PAN AABCR1997H**)
- 3.2 **Cardex India Private Limited**, a company within the meaning of The Companies Act, 2013, having its registered office at 9, India Exchange Place, Post Office GPO, Police Station Hare Street, Kolkata-700001 (**PAN AABCC2844A**)
- 3.3 **Anjana Devi Jain**, wife of Sri Dhan Raj Patni, of 59A, Chowringhee Road, Post Office L. R. Sarani S.O., Police Station Bhowanipore, Kolkata-700020 (**PAN ACXPJ2210N**)
- 3.4 **Manik Devi Jain**, wife of Sri Bhagchand Jain, of No. 68, Nalini Seth Road, Post Office Burrabazar, Police Station Posta, Kolkata - 700007 (**PAN ACTPJ8302P**)
- 3.5 **Kedarnath Daga & Sons (HUF)**, of 230A, Acharya Jagadish Chandra Bose Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata-700020, (**PAN AAFHK3592Q**) represented by its *Karta*, Goverdhan Das Daga, son of Late Kedarnath Daga, of 230A, Acharya Jagadish Chandra Bose Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata-700020 (**PAN ADGPD9548K**)
- 3.6 **Sarala Devi Jain**, wife of Sri Mohanlal Jain, of 68, Nalini Seth Road, Post Office Burrabazar, Police Station Posta, Kolkata-700007 (**PAN ACXPJ2179G**)
- 3.7 **G. G. Resources private Limited**, a company within the meaning of The Companies Act, 2013, having its registered office at 230A, A.J.C. Bose Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata-700020 (**PAN AABCG0074E**)
- 3.8 **Puja Dyeing Works Private Limited**, a company within the meaning of The Companies Act, 2013, having its registered office at 42B, Park Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata-700016 (**PAN AADCP1033G**)
- 3.9 **Baid & Sons Private Limited**, a company governed by within the meaning of The Companies Act, 2013, having its registered office at 11, Clive Row, 4<sup>th</sup> Floor, Room No. 11, Post Office GPO, Police Station Hare Street, Kolkata 700001 (**PAN AABCB2743D**)
- 3.10 **Aqib Commercial Private Limited**, a company within the meaning of The Companies Act, 2013, having its registered office at 11, Clive Row, 4<sup>th</sup> Floor, Room No 11, Post Office GPO, Police Station Hare Street, Kolkata - 700001 (**PAN AACCA5320Q**)

(Collectively **Owners**, include successors-in-interest)

**And**

- 3.11 **S. M. Abasan Private Limited**, a company governed by The Companies Act, 2013, having its registered office at 86A, Topsia Road, (South), Room No. 209, 2<sup>nd</sup> Floor, Post Office Gobinda Khatick Road, Police Station Topsia, Kolkata - 700046 (**PAN AALCS6438C**)

(**Developer**, includes successors-in-interest)

**And**

- 3.12 **xxxx**, son of xxxxx, by nationality Indian, by faith-Hindu, by occupation Service, of Village - xxxx, Pin - xxxx, Post Office xxxx, Police Station - xxxx, District xxxx, West Bengal (**PAN - xxxx**)
- 3.13 **xxxx**, son of xxxxx, by nationality Indian, by faith-Hindu, by occupation Service, of Village - xxxx, Pin - xxxx, Post Office xxxx, Police Station - xxxx, District xxxx, West Bengal (**PAN - xxxx**)

(collectively **Buyers**, include successors-in-interest).

Owners, Developer and Buyers are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

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

**4. Subject Matter of Agreement**

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

- 4.1.1 **Said Apartment:** Residential Apartment No. **xx**, on the **x<sup>th</sup>** floor, having super built up area of xxxx (xxxx) square feet, described in **Part I** of the **2<sup>nd</sup> Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Green** thereon (**Said Apartment**), in the Building/Block named **Block 1 (Said Block)** forming part of the cluster of Buildings / Blocks of the project named "**StarOm Millenia**" (**Said Complex**), the Said Complex lying and situate at land measuring 3 (three) *bigha*, 5 (five) *cottah*, 4 (four) *chittack* and 21 (twenty one) square feet, more or less, comprised in *Dag* Nos. 3070 and 3071 recorded in *Khatian* No. 2394 (old *Khatian* No. 343), *Mouza* Belghoria, J.L. No. 3, being Municipal Premises No. 4, Nilgunj Road(also known as S.P. Mukherjee Road), Cossipore, Dum Dum, Police Station Belghoria, Kolkata-700056 under Holding No. 1611, within Ward No. 17 of Kamarhati Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas and described in the **1<sup>st</sup> Schedule** below (**Said Premises**).
- 4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as be attributable and appurtenant to the Said Apartment (**Land Share**), the Land Share is/shall be derived by taking into consideration the proportion which the super built up area of the Said Apartment bears to the total super built up area of the Said Complex.
- 4.1.3 **Parking Space:** The right to park in the parking space/s described in **Part II** of the **2<sup>nd</sup> Schedule** below (**Parking Space**), if any.
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Said Complex as be attributable and appurtenant to the Said Apartment (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**). It is clarified that (1) the Developer shall have absolute right to modify the Common Portions and (2) the Common Portions shall be available in common to all persons who shall purchase apartments in the Said Complex (**Complex Co-Owners**).

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

## 5. Background

- 5.1 **Ownership:** The Owners, by virtue of the orders dated (i) 17<sup>th</sup> September, 1992 (ii) 17<sup>th</sup> August, 1993 and (iii) 10<sup>th</sup> September, 1993 passed in Suit No. 240 of 1987 (Punjab National Bank - vs – Raigarh Jute & Textiles Mills Ltd. & Ors.) by the Hon'ble High Court at Calcutta pursuant to which 10 (ten) several Deeds of Conveyances, all dated 17<sup>th</sup> November, 1993 and registered in the Office of the Registrar of Assurances, Kolkata in Book No. I, being Deed Nos. 16360 to 16369 for the year 1993 were made in favour of the Owners; the Owners are absolutely owned, seized and possessed of and well and sufficiently entitled to the Said Premises.
- 5.2 **Development Agreement:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Complex thereon and selling various flats/spaces (collectively **Apartments**) and parking spaces (collectively **Parking Spaces**) therein (such construction and sale collectively **Project**), the Owners appointed the Developer as the developer of the Said Premises, on the terms and conditions recorded in an agreement made between the Parties in writing. (**Development Agreement**). In terms of the Development Agreement (1) the Developer has been authorized to sale the Apartments, Parking Spaces and other saleable spaces in the Said Complex to the intending Complex Co-Owners (**Buyers**) who intend to purchase Apartments and Parking Spaces on the terms and conditions mentioned therein.
- 5.3 **Sanctioned Plans:** In terms of the Development Agreement, the Developer on behalf of the Owners, had got a building plan bearing number PW-243 dated 30.03.2015 sanctioned by the Kamarhati Municipality and obtained the permissions related thereto from the concerned statutory authorities for construction of the Said Complex (**Sanctioned Plans** which includes all further sanctioned vertical extensions, modifications, integrations, revalidations and revisions to be made thereto, if any, from time to time).
- 5.4 **Said Scheme:** The Developer formulated a scheme for sale of the Apartments and Parking Spaces (**Said Scheme**). The Said Scheme is based on the understanding that (1) the Owners own the Said Premises (2) the Owners have appointed the Developer to develop the Said Premises conditional to the Developer bearing all costs for the construction of the Said Complex (3) the Buyers shall pay the consideration for the Said Apartment And Appurtenances to the Developer out of which the Developer shall makeover the Owners' Share in the Consideration to the Owners, as envisaged in the Development Agreement (4) since the Developer has been authorized to implement the Said Scheme and (5) to give perfect title to the Buyers, the Owners and the Developer shall jointly enter into agreement with the Buyers.
- 5.5 **Application and Allotment:** The Buyers have applied to the Developer for sale of the Said Apartment And Appurtenances and the Developer has allotted the same to the Buyers conditional upon the Buyers entering into this Agreement and fulfilling all terms and conditions hereof, without default.
- 5.6 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyers and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings, oral and in writing, express or implied) for sale of the Said Apartment And Appurtenances to the Buyers.

## 6. Conditions Precedent

- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

- 6.1.1 **Understanding by Buyers:** The undertaking and covenant of the Buyers that the Buyers have understood and accepted the under mentioned methodology to be followed by the Developer:
- (a) **Development of Said Complex:** The Developer intends to develop the Said Complex in terms of the Development Agreement and the Buyers hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.
  - (b) **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Said Complex have been and/or shall further be sanctioned/modified/alterd by Kamarhati Municipality and the permissions related thereto have been/shall be obtained from the concerned statutory authorities.
  - (c) **Extent of Title:** The right, title and interest of the Buyers are limited to the Said Apartment, the Land Share, the Parking Space, if any, and the Share In Common Portions and the Buyers hereby accepts the same and the Buyers shall not, under any circumstances, raise any claim of right, title and interest of any nature whatsoever on any other component or constituent of the Said Complex.
  - (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Complex and the Buyers hereby accept the same and the Buyers shall not, under any circumstances, raise any objection or hindrance thereto.
- 6.1.2 **Financial and Other Capacity of Buyers:** The undertaking of the Buyers to the Developer that the Buyers have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Buyers:** The undertaking of the Buyers to the Owners and the Developer that the Buyers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Developer, the Sanctioned Plans, all the background papers, the right of the Owners and the Developer to enter into this Agreement, the Said Scheme and the methodology of development described above and the extent of the rights being granted in favour of the Buyers and the restrictive covenants mentioned above and elsewhere in this Agreement and the Buyers hereby accept the same and shall not raise any objection with regard thereto.
- 6.1.4 **Measurement:** The mutual agreement by and between the Parties that the measurement of the Said Apartment as mentioned in this Agreement is tentative and (1) the final measurement as certified by Agarwal & Agarwal (**Architect**) of the Said Apartment will be communicated by the Developer on completion of its construction and (2) neither of the Parties shall question and/or challenge the super built-up area certified by the Architect at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement certified by the Architect. The Buyers hereby accept the above and shall not raise any objection with regard thereto.
- 6.1.5 **Parking Space and Terms of Allotment:** The mutual agreement by and between the Parties that the Parking Space (if any, has been agreed to be taken by the Buyers) (1) shall be allotted to the Buyers only after completion of construction of the Said Complex and if the Developer in its sole discretion finds it feasible, simultaneously with delivery of possession of the Said Apartment (2) if covered and for car, may be on the ground floor of any building in the Said Complex or any floor of the Multi-level car park (**MLCP**) in the Said Complex as be decided by the Developer in its sole discretion and if open and for car, at any place at ground level of the Said Premises as be decided by the Developer in its sole discretion (3) may be independent (having direct access from driveway) or dependent (not having direct access from driveway) as

be decided by the Developer in its sole discretion and (4) if for two wheeler, at any place in the Said Complex reserved for the parking of two wheelers only as be decided by the Developer in its sole discretion. It is clarified that (1) the right to park in the Parking Space is not being agreed to be sold on the basis of any fixed area, location, convenience or measurement and all decisions of the Developer in this regard shall be final and binding on the Buyers and can only be used for parking of a medium sized motor car or two wheeler, as the case may be, which are for personal use of the Buyers and not for any other purposes and (2) the Buyers will have only right to park in the Parking Space. The Buyers hereby accept each and every one of the above terms and conditions and shall not raise any dispute or objection with the regard thereto.

- 6.1.6 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyers to the Owners and the Developer that the right, title and interest of the Buyers are confined only to the Said Apartment And Appurtenances and the Developer and the Owners are entitled to deal with and dispose off all other portions of the Said Premises, the Said Block and the Said Complex to third parties at their sole discretion, which the Buyers hereby accept and to which the Buyers, under no circumstances, shall be entitled to raise any objection.
- 6.1.7 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyers (**Buyer's Covenants**) and the covenants of the Owners and the Developer (**Owners' & Developer's Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land (2) the Buyer's Covenants and the Owners' & Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and Owners' & Developer's Covenants shall be strictly performed by the Buyers, the Owners and the Developer, respectively.
- 6.1.8 **Common Portions Subject to Change:** In addition to the provisions of Clause 6.1.1 (d) above, the mutual agreement by and between the Parties that although the Common Portions are described in the 3<sup>rd</sup> **Schedule** below, the said descriptions are only indicative and are not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyers hereby accept the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 6.1.9 **Extension/Addition:** The undertaking of the Buyers to the Developer that notwithstanding anything contained in this Agreement, the Buyers have no objection and shall under no circumstances have any objection to the Developer (1) integrating/adding (notionally or actually) other lands to the Said Premises and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Complex including the Common Portions (3) modifying the Sanctioned Plans, as may be necessary in this regard and (4) granting all forms of unfettered and perpetual proportionate right of use over the Common Portions to third parties. It is clearly understood by the Buyers that the Buyers shall not have any right to erect any wall/boundary wall in the Said Premises.

The Buyers further undertake that in consideration of the Developer agreeing to sell the Said Apartment And Appurtenances to the Buyers, the Buyers have accepted the above conditions and has granted and shall be deemed to have granted to the Owners, the Developer and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces in the Said Complex with right to connect the same to new roads and passages comprised in other lands integrated/added to the Said Complex.

## 7. Commencement and Validity



7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

7.2 **Validity:** This Agreement shall remain in force till such time the Said Apartment And Appurtenances is completed and possession thereof is delivered to the Buyers, unless terminated in the manner mentioned in this Agreement.

**8. Net Price, Total Price, Payment and Extras**

8.1 **Net Price and Total Price:** The consideration for sale of the Said Apartment, the Land Share, the Share In Common Portions is Rs. xxxxxx/- (Rupees xxxxxx) **And** for the Parking Space, if any, is Rs. xxxxxx /- (Rupees xxxxxx), i.e. aggregating to Rs. xxxxxx /- (Rupees xxxxxx) (collectively **Net Price**) **And** the Net Price does not includes any payment relating to Service Tax and/or Goods and Service Tax (**GST**) being applicable from the time of its legislation and the Net Price is payable in full to the Developer, which the Parties confirm and accept. The Net Price has been fixed by mutual consent between the parties herein and hence it shall not be open to question by any Party, **provided however** the Net Price shall vary in the manner mentioned in Clause 6.1.4 above and does not include the Extras (defined in Clause 8.4 below).

Apart from the Net Price, the Buyers herein, are further liable to make necessary payments of the applicable Service Tax and/or the GST in respect of the Said Apartment and Appurtenances, to the concerned authority. For this purpose, the payment shall be made by the Buyers to the Developer, who shall then make these necessary payments and shall further provide receipts of the same to the Buyers. The Net Price and the applicable Service Tax and/or the GST shall collectively mean **Total Price**.

8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyers in the manners mentioned in the charts below, time being the essence of contract. The Buyers agree and covenant not to claim any right or possession over and in respect of the Said Apartment And Appurtenances till such time the Buyers have paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement.

**Chart I: Construction Linked Installment Payment Chart (Self-financed or Bank-financed):**

Normal Payment Schedule		Amount (+ GST as applicable)			
Sl.No.	Particular	Flat	Parking	Utility	Ancillary
1.	On booking	Rs. 2,00,000/-			
2.	Within 30 (Thirty) days of Booking (less the Booking amount)	20 %	20%	20%	50%
3.	On Completion of foundation of the block booked	10 %	10%	10%	
4.	On Completion of 3 <sup>rd</sup> Floor Casting of the block booked	10 %	10%	10%	
5.	On Completion of 6 <sup>th</sup> Floor Casting of the block booked	10 %	10%	10%	
6.	On Completion of 9 <sup>th</sup> Floor Casting of the block booked	10 %	10%	10%	
7.	On Completion of Top Floor Casting of the block booked	10 %	10%	10%	
8.	On Completion of Brick Work of Flat booked	5 %	5 %	5 %	
9.	On Completion of Flooring of the Flat booked	5 %	5 %	5 %	
10.	On Installation of Lift & Generator	10 %	10%	10%	
11.	On possession of the Flat booked	10 %	10%	10%	50%

**Chart II**

Utility Charges (all mandatory)		
H.T./L.T./Transformer	Rs. 100/- per Sq.ft	
Generator Charges:		
2BHK & 2.5 BHK - 750W; 3BHK - 1000W		
Club Infrastructure		
Deposits (all mandatory payable on or before possession as demand)		
Advance 1 (One) year	Rs. 30/- per Sq.ft	Individual Electric Meter Deposits: As per actual on demand
Maintenance charges		
Sinking Fund	Rs. 30/- per Sq.ft	

- 8.3 **Notice for Payment:** On happening of each event mentioned in Sl. Nos. 2 to 11 of Chart I or Chart II above, as applicable, the Developer shall give written notice (by email, to the email id supplied by the Buyers in the Application Form) to the Buyers (**Payment Notice**), quantifying the amount payable by the Buyers. Within 15 (fifteen) days of the date of the Payment Notice, the Buyers shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyers shall be deemed to be in default and the consequences mentioned in Clause 11.1 shall follow. The Buyers covenant that the Buyers shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the applicable Chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyers about the obligation to make payment. Timely payment of the Total Price and the Extras shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring **"S.M. Abasan Private Limited Escrow Account"** or such name as may be notified by the Developer to the Buyers, from time to time.
- 8.4 **Extras:** In addition to the Total Price, the Buyers shall also pay to the Developer / other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively **Extras**), proportionately or wholly (as the case may be), with service tax thereon, towards:
- 8.4.1 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 15.1 below), proportionately.
- 8.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (**save and except** those described in the **3<sup>rd</sup> Schedule** below) and improved specifications of construction of the Said Apartment and/or the Said Building over and above the specifications described in the **4<sup>th</sup> Schedule** below (**Specifications**), proportionately.
- 8.4.3 **Electricity:** obtaining HT/LT electricity supply from the supply agency, on payment of Utility Charges, as described in Chart II of Clause 8.2, above.
- 8.4.4 **Electricity Meter for Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions, proportionately.
- 8.4.5 **Generator:** stand-by power supply to the Said Apartment from diesel generators, on payment of Utility Charges, as described in Chart II of Clause 8.2, above.
- 8.4.6 **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the Said Apartment And Appurtenances or its sale in terms hereof, proportionately.

- 8.4.7 **Taxes:** Service Tax/GST, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Developer 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.
- 8.4.8 **Legal Fees, Stamp Duty and Registration Costs:** fees of Messieurs Saha & Ray, Advocates (**Legal Advisors**), who have drawn this Agreement and shall draw all further documents. The fee is Rs. 20,000/- (Rupees Twenty thousand). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date of Fit-Out Possession (defined in Clause 9.6.1 below). Stamp duty, registration fees, fixed miscellaneous expenses and all other fees and charges, if any, shall be borne by the Buyers and should be paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Developer, who shall do all accounting with the Legal Advisors.
- 8.4.9 **Common Expenses, Maintenance Charges and Rates & Taxes:** proportionate share (**Maintenance Charges**) of the common expenses described in the **5<sup>th</sup> Schedule** below (**Common Expenses**) along with Municipal Tax, Land Revenue, surcharge, levies, cess etc. (collectively **Rates & Taxes**) from the Date Of Possession Notice (defined in Clause 9.6.1 below). It is clarified that the Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Portions, provisions regarding which are separately provided in Clause 10.1.3 below. Simultaneously with the payment of the last installment of the Total Price, the Buyers shall pay to the Developer a consolidated sum @ Rs. 30/- (Rupees Thirty) per square feet of the Said Apartment, which amount shall be utilized by the Developer for defraying Maintenance Charges and Rates & Taxes for as long as the said amount permits. That Buyers shall also pay to the Developer a consolidated sum of Rs. 30/- (Rupees Thirty) per square feet of the Said Apartment, towards Sinking Fund, to be utilized for emergency replacement or renewal of common parts of the Premises and balance thereof shall be handed over to the Association, when formed, by the Developer. It is clarified that (1) the Said Complex may be maintained through the Facility Manager (defined in Clause 9.9 below), in which event all payments shall be made by the Buyers to the Facility Manager, after the aforesaid sum of Rs. 30/- (Rupees Thirty) per square feet, is exhausted and (2) the supervision of maintenance of the Said Complex shall be handed over by the Developer to a body of the Complex Co-Owners, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), as soon as be practicable, so that the Association may deal directly with the Facility Manager.
- 8.4.10 **Increase in Net Price:** In case upon completion of construction of the said Apartment the measurement varies then the amounts payable hereunder by the Buyers to the Developer towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the measurement of the said Apartment) shall also vary at the rates specified and otherwise proportionately.

## 9. Construction, Completion of Sale and Facility Manager

- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Apartment And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect, as per the Specifications described in the **4<sup>th</sup> Schedule** below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Parties.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations shall be final and binding on the Parties. The Buyers hereby consent to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.

- 9.3 **No Hindrance:** The Buyers shall not do any act, deed or thing whereby the construction/development work of the Said Apartment And Appurtenances and/or the Said Block and/or Said Complex is in any way hindered or impeded. The Buyers hereby accept the above and shall not raise any objection with regard thereto.
- 9.4 **Basic Duty of Buyers:** The Buyers shall make all payments and perform all obligations as stipulated in this Agreement and the Buyers shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Construction, finishing and making the Said Apartment habitable and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Developer within December, 2019 from the date of this Agreement (**Completion Date**) **provided however** the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyers, if the Developer is unable to deliver possession of the Said Apartment within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for on account of (1) delay on the part of the Buyers in making any payment and (2) any other reasonable cause whereby the Developer is prevented from completing the development. In no event shall the Buyers be entitled to claim any amount from the Developer on account of consequential losses and damages if the Said Apartment And Appurtenances is not completed within the Completion Date and/or the Extended Period.
- 9.6 **Possession of Said Apartment:** Upon construction, finishing and making the Said Apartment habitable, the Developer shall hand over possession of the same to the Buyers. With regard to possession, it is clarified as follows:
- 9.6.1 **Possession:** Subject to the provisions of Clause 9.5.(1) above, on the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause 9.5 above), the Developer shall serve a notice on the Buyers (**Possession Notice**), calling upon the Buyers to take physical possession of the Said Apartment. Before such delivery of possession, the Buyers shall pay to the Developer all amounts due and payable towards the Total Price, Extras and other charges and the Buyers shall not claim possession of the Said Apartment And Appurtenances till such payments are made in full. Within 15 (fifteen) days from the date of the Possession Notice (**Date Of Possession**), the Buyers shall be bound to take over exclusive physical possession of the Said Apartment after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer, failing which it shall be deemed that the Buyers have taken satisfactory possession on the 16<sup>th</sup> day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date Of Possession Notice, the Buyers shall become liable to pay all outgoings (such as Maintenance Charges and Rates & Taxes), irrespective of whether the Buyers takes exclusive physical possession of the Said Apartment And Appurtenances or not. In case, the deeming provision comes into force, the Buyers confirm that the Buyers shall not claim to be in physical possession of the Said Apartment And Appurtenances and the same shall be received by the Buyers only upon clearing all dues and performing all obligations.
- 9.6.2 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respect before giving the Possession Notice to the Buyers and the Said Apartment shall be deemed to have been completed in all respect if the same is made fit for habitation and use [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding].

- 9.6.3 **Complete Satisfaction on Possession:** On the Date Of Possession, the Buyers shall be deemed to be completely satisfied with all aspects of the Said Apartment.
- 9.6.4 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Apartment And Appurtenances, including Maintenance Charges and Rates & Taxes shall become payable by the Buyers.
- 9.7 **Developer's Obligations:** Subject to the Buyers making payment of the Total Price, Extras and other charges in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Apartment:** to construct, finish and make the Said Apartment habitable and the Parking Space, if any, usable and sell the Said Apartment And Appurtenances to the Buyers.
- 9.7.2 **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Apartment in accordance with the Sanctioned Plans and Specifications, reasonable variations accepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction. It is clarified that during the Developer constructing/developing other portions of the Said Complex and in the event the Developer extending the Said Complex, the Buyers shall not have/raise any objection to the Developer using the water and electricity connection from the Said Premises for the aforesaid construction/development work.
- 9.8 **Completion of Sale:** The sale of the Said Apartment And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyers provided the Buyers tender in time all amounts required for the same as mentioned above. The Legal Advisors shall draft the standard conveyance deed and only such standard conveyance deed shall be used. The Buyer shall be bound to take conveyance deed of the Said Apartment And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Apartment And Appurtenances shall not be delivered to the Buyers (although the Buyers shall become liable for Maintenance Charges and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyers.
- 9.9 **Facility Manager:** The Developer shall hand over management and upkeep of the Common Portions to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day-to-day services with regard to the Common Portions (2) the Facility Manager shall levy and collect the Maintenance Charges (3) the Buyers shall be bound to pay the Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyers and it shall be deemed that the Facility Manager is rendering the services to the Buyers for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and no superior rights with regard to the Common Portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced/removed by consent of 75% (Seventy five percent) or more of the Complex Co-Owners.
- 10. Covenants**
- 10.1 **Buyer's Covenants:** The Buyers covenants with the Developer (which expression includes the Association in all Sub-Clauses of Clause 10, wherever applicable) and admits and accepts that:
- 10.1.1 **Buyers Aware of and Satisfied with Common Portions and Specifications:** The Buyers, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all

other ancillary matters, is entering into this Agreement. The Buyers have examined and are acquainted with the Said Complex and has agreed that the Buyers shall neither have nor shall claim any right over any portion of the Said Block and/or Said Complex **save and except** the Said Apartment And Appurtenances.

- 10.1.2 **Buyers to Mutate and Pay Rates & Taxes:** The Buyers shall (1) pay the Rates & Taxes (proportionately for the Said Block and/or the Said Complex and wholly for the Said Apartment And Appurtenances, from the Date Of Possession Notice and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Buyers), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyers in respect thereof and (2) have mutation completed at the earliest. The Buyers further admit and accept that the Buyers shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager/the Association (upon formation).
- 10.1.3 **Buyers to Pay Maintenance Charges:** Subject to the provisions of Clause 8.4.9 above, the Buyers shall pay Maintenance Charges on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyers in respect thereof. The Buyers further admit and accept that (1) the Buyers shall not claim any deduction or abatement in the bills relating to Maintenance Charges and (2) Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation).
- 10.1.4 **Buyers to Pay Interest for Delay and/or Default:** The Buyers shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Facility Manager/the Association (upon formation), within 15 (Fifteen) days of presentation thereof, failing which the Buyers shall pay interest @ 12% (Twelve percent) per annum or part thereof, for the period of delay, computed from the date the payment became due till the date of payment, to the Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyers also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyers and the Buyers shall be disallowed from using the Common Portions. It is also agreed and clarified that in case any Co-owner/tenant (not necessarily being the Buyers herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, water etc.), then the Buyers shall not hold the Developer/the Facility Manager/the Association (upon formation) responsible for the same in any manner whatsoever.
- 10.1.5 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Buyers to the Developer **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution after clearing all dues of the Developer.
- 10.1.6 **No Obstruction by Buyers to Further Construction:** The Developer and the Owners shall be entitled to construct further floors on and above the top roof of the Said Block and/or make other constructions elsewhere on the Said Premises/Said Complex and the Buyers shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyers due to and arising out of the said construction/development activity. The Buyers also admit and accept that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

- 10.1.7 **No Rights of or Obstruction by Buyers:** All open areas in the Said Premises proposed to be used for open parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer and the Owners shall have absolute right to sell and/or otherwise deal with and dispose off the same or any part thereof.
- 10.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Buyers fully comprehend and accept that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Said Complex (2) if the area of the Said Block/Said Complex is recomputed by the Developer and the Owners (which the Developer and the Owners shall have full right to do and which right is hereby unconditionally accepted by the Buyers) or if the Developer and the Owners integrate/add (notionally or actually) other lands to the Said Premises (which the Developer and the Owners shall have full right to do and which right is hereby unconditionally accepted by the Buyers), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Buyers shall not question any variation (including diminution) therein (3) the Buyers shall not demand any refund of the Total Price paid by the Buyers on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Buyers shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.
- 10.1.9 **Buyers to participate in the Formation of Association:** The Buyers admit and accept that the Buyers and other Complex Co-Owners shall form the Association and the Buyers shall become a member thereof. The Buyers shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Buyers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Complex Co-Owner / Apartment owner will be entitled to cast a vote, irrespective of the size of his/her/its Apartment.
- 10.1.10 **Obligations of the Buyers:** The Buyers shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block and the Said Complex by the Developer/the Facility Manager/the Association (upon formation).
  - (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Block and the Said Complex.
  - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Portions from the Date of Fit-Out Possession.
  - (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Complex Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyers 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 and outside walls of the Said Block save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation). The Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyers.

- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Buyers use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Buyers shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not 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. In the event the Buyers makes any alterations/changes, the Buyers shall compensate the Developer/the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration And Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Portions or the Said Block. The Buyers 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. The Buyers shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyers on the inner side of the doors and windows of the Said Apartment. The Buyers shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyers that no out-door units of split air-conditioners will be installed on the external walls of the Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyers shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyers shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Buyers accept that the aforesaid covenants regarding grills, air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use or permit to be used the Said Apartment or the Common Portions or the Parking Space, if any, in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Facility Manager/Association:** not obstruct the Developer/Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Block and/or the Said Complex and selling or granting rights to any person



on any part of the Said Block/the Said Complex (excepting the Said Apartment and the Parking Space, if any).

- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for use of the Common Portions.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (p) **No Injurious Activities:** 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 and the Common Portions.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Apartment/Said Block/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a standardized name plate outside the main door of the Said Apartment.
- (s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (w) **No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyers and/or family members, invitees or servants of the Buyers, the Buyers shall compensate for the same.

**10.1.11 Notification Regarding Letting/Sale/Transfer:** If the Buyers let out or sell/transfers the Said Apartment And Appurtenances, the Buyers shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/Buyer's address and telephone number.

**10.1.12 No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Buyers have accepted the scheme of the Developer to construct/develop the Said Complex in phases and to construct on other portions of the Said Premises and hence the Buyers have no objection to the continuance of construction in the other portions of the Said Premises/the Said Complex, even after the Date Of Possession Notice. The Buyers shall not raise any objection to

any inconvenience that may be suffered by the Buyers due to and arising out of the said construction/development activity.

- 10.1.13 **No Right in Other Areas:** The Buyers shall not have any right in the other portions of the Said Premises/the Said Complex and the Buyers shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Premises/the Said Complex.
- 10.1.14 **Roof Rights:** A demarcated portion of the top roof of the Said Block shall remain common to all Complex Co-Owners who own Apartments in the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block shall belong to the Developer and the Owners with right of exclusive transfer and the Buyers specifically agree not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block as aforesaid, the Developer and the Owners shall always have the right of further construction on the entirety of the top roof and the Buyers specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Complex Co-Owners who own Apartments in the Said Block.
- 10.2 **Owners' & Developer's Covenants:** The Owners and the Developer covenant with the Buyers and admit and accept that:
- 10.2.1 **Completion of Sale:** The sale of the Said Apartment And Appurtenances shall be completed by the Owners and the Developer by executing conveyance in favour of the Buyers **provided** the Buyers pay all amounts required for the same.
- 10.2.2 **No Creation of Encumbrance:** The Owners and the Developer shall not create any charge, mortgage, lien and/or shall not sell and/or enter into any agreement with any person other than the Buyers in respect of the Said Apartment And Appurtenances, subject to the Buyers fulfilling all terms, conditions and obligations of this Agreement.
- 10.2.3 **Documentation for Loan:** The Developer shall provide to the Buyers all available documents so that the Buyers may get loan from banks and financial institutions. For the purpose of facilitating the payment of the consideration, the Buyers shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Buyers obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Developer shall be entitled and are hereby authorized by the Buyers to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Buyers and the Bank and/or financial institution, **subject to** the Developer being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Buyer/s from such bank and/or financial institution. Further, in case the Buyers desire to transfer the said Apartment and Appurtenance, then the Buyers shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

## 11. Termination and its Effect

- 11.1 **Breach of Buyer's Covenants:** In the event the Buyers (1) fails to make payment of any part or portion of the Total Price, Extras and other charges, or (2) neglects or fails to perform the Buyer's Covenants and/or obligations on the part of the Buyers to be performed in terms of this Agreement, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyers all payments received till that date (excluding Service Tax/GST), without any interest, after deducting 20% (twenty percent) of

the Net Price. In the event the Developer condones the delay of any payment due under this Agreement, the Buyers shall be liable to pay interest @ 12% (twelve percent) per annum or part thereof, for the period of delay, computed from the date the payment became due till the date of payment. However, such right to condone is exclusively vested in the Developer and the Buyers shall not be entitled to claim the same as a matter of right.

- 11.2 **Breach of Owners' & Developer's Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Owners and/or the Developer fail and/or neglect to perform any of the Owners' & Developer's Covenants, this Agreement shall, at the option of the Buyers, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyers all payments received till that date. In the event the Developer delays in handing over possession of the Said Apartment to the Buyers beyond the Completion Date and the Extended Period or the period required beyond the Extended Period due to circumstances mentioned in Clause 9.5 above, the Developer shall pay to the Buyers interest @ 12% (Twelve percent) per annum, on the amount paid, for the period of delay after expiry of Extended Period.
- 11.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1 and 11.2 above, the Buyers shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Apartment And Appurtenances and/or the Said Block and/or the Said Complex and/or the Said Premises or any part or portion thereof and the Buyers shall further not be entitled to claim any charge on the Said Apartment And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

## 12. Taxes

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

## 13. Defects

- 13.1 **Decision of Architect Final:** If any work in the Said Apartment And Appurtenances is claimed to be defective by the Buyers, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at its own costs remove the defects as prescribed by the prevailing laws. This will however not entitle the Buyers to refuse to take possession of the Said Apartment and if the Buyers does so, the provisions regarding deemed possession as contained in Clauses 9.6.1 to 9.6.2 above shall apply and all consequences mentioned therein shall follow.

## 14. Association and Rules

- 14.1 **Rules of Use:** The Said Apartment And Appurtenances shall be held by the Buyers subject to such rules and regulations as may be made applicable by the Association from time to time.
- 14.2 **Restrictions:** The Buyers agree that the Buyers shall use the Said Apartment And Appurtenances subject to all restrictions as may be imposed by the Association.
- 14.3 **Name of the Project:** The project/ buildings at the said Premises shall bear the name “**StarOm Millenia**” unless changed by the Developer from time to time in its absolute discretion.

## 15. Force Majeure

- 15.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement, if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of Nature (3) acts of War (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non-availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).
- 15.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

## 16. Miscellaneous

- 16.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 16.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

- 16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 16.6 **Right of Possession:** The right of possession of the Buyers in respect of the Said Apartment And Appurtenances shall arise only upon the Buyers fulfilling all obligations as are contained in this Agreement.
- 16.7 **Nomination by Buyers with Consent:** The Buyers admit and accept\ that before the execution and registration of conveyance of the Said Apartment And Appurtenances, the Buyers will be entitled to nominate, assign and/or sell the Buyer's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the Consideration Price herein at which the Nominee shall purchase the said Flat (to be determined by the Developer) as nomination charge to the Developer **subject to** the covenant by the nominee and the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:
- 16.7.1 **Buyers to Make Due Payments:** The Buyers shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.
- 16.7.2 **Written Permission of Developer:** The Buyers shall obtain prior written permission of the Developer and the Buyers and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Developer.
- 16.7.3 **No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Developer **and subject to** the above conditions, the Buyers shall be entitled to nominate, assign and/or sell the Buyer's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge.
- The Buyers admit and accept that the Buyers shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.
- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but do not supersede any document contemporaneously entered into between the Parties.
- 16.9 **Counterparts:** This Agreement is being executed simultaneously in counterparts and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 16.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such

obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.

16.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

## 17. Notice

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

## 18. Dispute Resolution

18.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 18.1.1 below and finally resolved by arbitration under the applicable Arbitration and Conciliation Act, 1996 with modifications made from time to time. In this regard, the Parties irrevocably agree that:

18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.

18.1.2 **Place:** The place of arbitration shall be Kolkata only.

18.1.3 **Language:** The language of the arbitration shall be English.

18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Apartment And Appurtenances and/or the Said Block/Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

## 19. Jurisdiction

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

## 20. Rules of Interpretation

20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include other genders.

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

**1<sup>st</sup> Schedule  
(Said Premises)**

Land measuring 3 (three) *bigha*, 5 (five) *cottah*, 4 (four) *chittack* and 21 (twenty one) square feet, more or less, comprised in *Dag* Nos.3070 and 3071 recorded in *Khatian* No. 2394 (old *Khatian* No. 343), *Mouza* Belghoria, J.L. No. 3 being Municipal Premises No. 4, Nilgunj Road (also known as S.P. Mukherjee Road), Cossipore, Dum Dum, Post Office Belghoria, Police Station Belghoria, Kolkata-700056 under Holding No. 1611 within Ward No. 17 of Kamarhati Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas.

**2<sup>nd</sup> Schedule  
Part I  
(Said Apartment)**

Residential Apartment No. \_\_\_\_\_ (\_\_\_\_\_),  
\_\_\_\_\_ (\_\_\_\_\_) floor, having super-built-up area of  
approximately \_\_\_\_\_ (\_\_\_\_\_) square feet  
equivalent to Carpet Area Approximately \_\_\_\_\_ (\_\_\_\_\_)  
Square feet, in the Said Building named \_\_\_\_\_ forming part of the Said  
Complex named StarOm Millenia, to be constructed on a portion of the Said Property described in the  
1st Schedule above. The layout of Said Apartment is delineated on the Plan annex`ed hereto and  
bordered in colour Green thereon.

**Part II  
(Parking Space)**

The right to park \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s in the  
covered space in the ground floor of any building in the Said Complex / \_\_\_\_\_  
(\_\_\_\_\_) medium sized car/s in the multi-level parking space of the Said  
Complex / \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s in the open  
space at the ground level of the Said Complex.

**Part III**  
**(Said Apartment And Appurtenances)**  
**[Subject Matter of this Agreement]**

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

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

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

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

**3<sup>rd</sup> Schedule**  
**(Common Portions)**

- Entrance Lobby at the ground level of the Said Block
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block (save those inside any Apartment)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Block
- Intercom in the Said Block
- Broadband Cabling in the Said Block, if any
- Lift(s) and allied machineries in the Said Block
- Service rooms
- Top roof (demarcated for Complex Co-Owners) of the Said Block
- Water reservoirs/tanks of the Said Block
- Water-features, if any
- Gatehouse
- CCTV Surveillance for Common area
- Driveways and walkways
- AC Games Room
- AC Gymnasium
- Swimming Pool
- Lobbies on all floors and staircase(s) of the Said Block
- DG sets with 24 hours limited Backup power
- Drainage and sewage pipeline in the Said Block (save those inside any Apartment)
- Electricity meter(s) for common installations and space for their installation
- Cabling of TV/DTH in the Said Block, if any
- Fire Refuge Platform of the Said Block
- Fire fighting system in the Said Block
- Transformer sets
- Electrical ducts, Communication & PHE ducts
- External walls of the Said Block
- Shafts of the Said Block
- Drainage and sewage pipeline and STP
- Manholes and pits
- Badminton Court
- AC Community Hall
- Children's Play Area



- Landscaped areas (soft and hard)

**4<sup>th</sup> Schedule  
(Specifications)**

1. **Structure:** Earthquake resistant RCC framed structure
2. **Walls**
  - a. **Internal Wall:** Smooth, impervious plaster of Paris or wall putty
  - b. **Common Area:** OBD/Plastic Emulsion paint over putty
3. **Doors**
  - a. **Frame:** Wooden door frames
  - b. **Shutter:** Thick flush shutter
4. **Window:** Aluminum frames with fully glazed shutters & quality fittings.
5. **Flooring**
  - a. **Units:** High Quality vitrified tiles in bed rooms / living & dining
  - b. **Common Area** Vitrified Tiles and equivalent
  - c. **Stair:** Kota Stone or equivalent
  - d. **Car park/ Driveway:** Indian patent stone flooring (IPS)/Paver blocks
  - e. **Toilet:** High Quality anti skid ceramic tiles for flooring
  - f. **Dado:** Ceramic tiles up to 7'
  - g. **Kitchen:** Vitrified tiles/Rectified tiles
  - h. **Counter tops:** Granite with stainless steel sink
  - i. **Dado:** 2' of ceramic tiles above the granite counter tops
6. **Sanitary Ware:** High quality porcelain sanitary fixtures in W/C; Wash Basin & Chromium plated fixtures.
7. **Electrical:** Modular switches and copper wiring in concealed conduit with provision for adequate lights & power points, TV, Telephone, Air Conditioner points and Miniature Circuit Breaker (MCB), for safety
8. **Intercom:** Intercom for apartment & all service area.
9. **Exterior:** Weatherproof, non-fading exterior finish/ Texture paint.

**5<sup>th</sup> Schedule  
(Common Expenses/Maintenance Charges)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.

4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Apartment) walls of the Said Block] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities and the road network.
7. **Rates and Taxes:** Municipal Tax, Surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex **save** those separately assessed on the Buyers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any

**22. Execution and Delivery**

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

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**Authorized Signatory**  
**[Owners]**

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**Authorized Signatory**  
**[Developer]**

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**[Buyers]**

**Witnesses:**

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____