

## AGREEMENT TO SALE

This **AGREEMENT TO SALE** ("**Agreement**") is entered into on this ..... day of ..... 2018 at Kolkata

### BY AND AMONG:

**BENGAL SHRACHI HOUSING DEVELOPMENT LIMITED**, a joint sector company having its registered office Shracchi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station: Anandapur, Post Office: Madurdaha Kolkata: 700107, having Income Tax Permanent Account No. AABCB2808F, represented by its authorised representative Mr. Balai De, son of Late Kalipada Dey, working for gain at Shracchi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur, Post Office -Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account No. BILPD7109R, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the **FIRST PART**

### AND

**WEST BENGAL HOUSING BOARD**, a statutory body corporate constituted under the West Bengal Housing Board Act, 1972 (W.B Act XXXII of 1972) having its office at 105, Surendra Nath Banerjee Road, Post Office Taltala, Police Station New Market, Kolkata-700 014, having its Income Tax Permanent Account no. AAAJW0019K, through its Constituted Attorney Bengal Shracchi Housing Development Limited vide Power of Attorney dated 27 August 2010, represented by its Authorised Signatory Mr. Balai De, son of Late Kalipada Dey, working for gain at Shracchi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur , Post Office -Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account No. BILPD7109R, hereinafter jointly referred to as the "**Owner**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**

### AND

**Mr** ..... [PAN: .....], son of .....and **Mrs** ..... [PAN: .....], wife of....., both residing at .....,P.S ....., P.O ....., hereinafter collectively referred to as the "**Allottee**"(which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors, executors and/or permitted assigns) of the **THIRD PART**.

### [OR]

.....[CIN: .....] [PAN: .....],a company within the meaning of the Companies Act, 2013 and having its registered office at ..... P.S ....., P.O .....Kolkata-..... duly represented by its Director/Authorised Representative ..... [PAN:.....], son of ....., residing at .... P.O ....., P.S .... Kolkata-....., authorised vide Board Resolution dated ....., hereinafter referred to as the "**Allottee**"(which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

..... [PAN: .....], a partnership firm established under the Indian Partnership Act, 1932 and having its office at ..... P.S ....., P.O ..... Kolkata-..... and represented by its authorised partner ..... [PAN: .....], son of ..... and residing at..... P.S ....., P.O ..... Kolkata-....., authorised vide Partners Resolution/Letter of Authority dated ....., hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

..... [PAN: .....], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at ..... P.S ....., P.O ..... Kolkata-..... and represented by its ..... Mr ..... [PAN: .....], son of ..... and residing at....., P.S ....., P.O ..... Kolkata-....., authorised vide Letter of Authority dated ....., hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

**Mr** ..... [PAN: .....], son of ..... residing at ..... P.S ....., P.O ..... Kolkata-..... for self and as the Karta of the Hindu Joint Mitakshara Family known as ..... HUF [PAN: .....], having its place of business/ residence at....., P.S ....., P.O ..... Kolkata-....., hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

“**Parties**” shall mean collectively the Promoter, the Owner and the Allottee and “**Party**” means each of the Promoter, the Owner and the Allottee individually.

**WHEREAS:**

- A. The Owner herein jointly owns ALL THAT piece and parcel of land containing by estimation a total area of 4.02 acres equivalent to 16268.36 square meters, comprised in Mouza Dudhnai, J.L. No. 107, comprised in L.R. Plot Nos. 379, 380, 382 (Part), 386 (Part), 387 (Part), 388, 389, 390, 392, 393 (Part), 394, 395, 396, 397, 398, 399, 401, 402, 403, 404, 405, 406, 407, 410, 411, 413 and 414 (Part) appertaining to L.R. Khatian No.554, within the jurisdiction of Ramnagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal, (more fully and particularly described in the **PART-A** of **Schedule 1** hereunder written and hereinafter referred to as the “**Land**”). The chain of title of the Land is described in **PART-C of Schedule 1** herein.
- B. The Owner desired to develop a residential real estate project over the Land and for that purpose had approached the Promoter herein with the proposal of development of the Land

wherein the Owner would allow, permit and that the Promoter would have all right power and authority to develop the Project at its own cost and expenses.

- C. Pursuant to the above, by a Development Agreement dated 27 August 2010 ("**Development Agreement**") executed between the Owner and the Promoter, the Owner granted to the Promoter the right to develop a residential complex over the Land. Pursuant to the Development Agreement, a Power of Attorney dated 27 August 2010 was also executed by the Owner in favour of the Promoter.
- D. The Promoter formulated a scheme to develop the Land by establishing residential buildings known as **DAKSHINATYA** ("hereinafter referred to as the "**Complex**" or "**Project**") which comprises of 9 (Nine) buildings forming the Lower Income Group Zone collectively known as **Samiran** and 11 (eleven) buildings forming the Middle Income Group Zone collectively known as **Paban**. The expression Complex wherever used herein shall mean the complex named Dakshinatya comprising, *inter alia*, the Said Land and all the buildings and/or structures as have been constructed by the Company thereon as also all the buildings and/or structures that may be constructed by the Company in the future.

#### **Allottee**

- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Land on which the Project is to be constructed by the Promoter have been completed;
- F. The Promoter has obtained sanction of the building plan from Ramnagar – II Gram Panchayat vide Sanction Letter bearing No. \_\_\_\_\_ ("**Building Plan**") to develop the Project. The Promoter agrees and undertakes that it shall not make any changes to the said Building Plan except in strict compliance with Applicable Laws (*defined hereinafter*). The Promoter has submitted the commencement letter dated \_\_\_\_\_ to Ramanagar – II Gram Panchayat for commencement of construction of the Project;
- G. In the premises aforesaid, the Promoter is developing (i) 9 (Nine) buildings forming the Lower Income Group Zone collectively known as **Samiran** containing a total of 140 (one hundred and forty) numbers of self-contained units to be used and enjoyed exclusively for residential purpose and (ii) 11 (fourteen) buildings forming the Middle Income Group Zone collectively known as **Paban** containing a total of 198 (one hundred and ninety eight) numbers of self-contained units to be used and enjoyed exclusively for residential purpose together with 101 (one hundred and one) numbers of Car/Two-wheeler Parking Spaces (both covered and open).
- H. The Allottee, being desirous of purchasing an Apartment in the Project, applied to the Promoter vide prescribed Application Form No. \_\_\_\_\_ dated \_\_\_\_\_ ("**Application Form**") and has been allotted vide letter dated \_\_\_\_\_ ("**Allotment Letter**") by the Promoter an Apartment bearing no. \_\_\_\_\_ having carpet area of [\_\_\_\_\_] square meter ([\_\_\_\_\_] square feet), equivalent to built-up area of [\_\_\_\_\_] square meter ([\_\_\_\_\_] square feet), equivalent to super built-up area of [\_\_\_\_\_] square meter ([\_\_\_\_\_] square feet), type \_\_\_\_\_, on \_\_\_\_\_ Floor in Tower \_\_\_\_\_ (hereinafter referred to as the "**Apartment**" and more fully described in **Schedule 2** hereunder as per the floor plan and specifications annexed hereto and marked as **Schedule 3** along with the right to

park ..... car(s)/two-wheeler(s) in the[covered/open] parking space measuring an area of [ ] square meter ([ ] square feet)(hereinafter referred to as the “**Parking Space**” and more fully described in **Schedule 4** hereunder together with undivided, indivisible, proportionate share in the Residential Common Areas (*defined below*) for a total consideration of Rs..... (“**Sale Price**”).

- I. The Allottee has sent alongwith the Application Form a cheque/demand draft bearing no. [ ] dated [ ] drawn on [ ] for an amount of Rs. ..../- (Rupees ..... Only) to the Promoter (which the Promoter has duly realised) and the Allottee has agreed to pay to the Promoter the balance of the Sale Price in the manner hereinafter appearing.
- J. It was one of the conditions of the allotment that the Allottee would execute and register an Agreement to Sale with the Promoter for the purchase of the Apartment within **30** days from the date of the Allotment Letter.
- K. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter’s Architects Messrs Innate and to such other documents as are specified under the Applicable Laws.
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the Applicable Laws as applicable to the Project.
- M. 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.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

### **1.1 Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

“**Apartment**” shall mean the apartment allotted to the Allottee bearing no. [ ] having carpet area of [ ] square meter ([ ] square feet), ), equivalent to built-up area of [ ] square meter ([ ] square feet), equivalent to super built-up area of [ ] square meter ([ ] square feet), type [ ], on [ ] Floor in Tower [ ] (hereinafter referred to as the

**“Apartment”** and more fully described in **Schedule 2** hereunder as per the floor plan and specifications annexed hereto and marked as **Schedule 3**);

**“Allottees”** shall mean persons who acquire apartments in the Complex;

**“Applicable Interest Rate”** shall mean 12% (twelve percent) per annum;

**“Applicable Laws”** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter including RERA/WBHIRA as may be applicable;

**“Association”** shall mean the body to be created by the Allottees;

**“Booking Amount”** shall have the meaning ascribed to it in clause 3.1.4;

Allottee

Allottee

**“Cancellation Charges”** shall mean collectively (i) 5% of Sale Price; (ii) all interest liabilities of the Allottee accrued till date of cancellation; (iii) the stipulated charges on account of dishonor of cheque; and (iv) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities;

Allottee

**“Common Areas”** shall mean collectively the Tower Common Areas and the Complex Common Areas;

**“Common Expenses”** shall include the proportionate share of common expenses briefly described and without limitation in **Schedule 8** herein to be paid borne and contributed by the Allottee for rendition of common services;

**“Common Rules”** shall mean the rules and regulations specified in **Schedule 9** to be observed by the Allottees for the common, peaceful, effective and harmonious use and enjoyment of the Complex;

**“Complex Common Areas”** shall mean the areas, facilities and amenities specified in **Schedule 10** which are to be used and enjoyed in common with all the Allottees;

**“Effective Date”** shall mean the date of execution when the Agreement comes into force;

**“Extra Charges & Deposits”** shall mean the costs and deposits specified in **Schedule 7** herein to be paid by the Allottee to the Promoter in the manner hereinafter provided;

**“Force Majeure”** shall have the meaning ascribed to it in Clause 6.1;

**“IFSD”** shall mean interest free security deposit;

**“Land”** shall have the same meaning as ascribed in Recital A of this Agreement;

**“Maintenance Charges”** shall have the meaning ascribed to it in clause 15.3;

**“Mutual Easements and Reserved Matters”** shall mean the easements and rights specified in **Schedule 6** herein and reserved to the Promoter and/or the Association;

**“Parking Space”** shall mean the right to park ..... car(s)/two-wheeler(s) in the [covered/open] parking space allotted to the Allottee measuring an area of [ ] square meter ([ ] square feet) more fully described in **Schedule 4** hereunder

**“RERA”** means the Real Estate (Regulation and Development) Act, 2016 and includes any statutory modification or re-enactment thereof for the time being in force, and rules framed thereunder, as applicable;

**“Reasonable Circumstances”** shall have the same meaning ascribed to it in Clause 6.1;

**“Complex Common Areas”** shall mean the areas, facilities and amenities specified in **Schedule 12** which are to be used and enjoyed in common with all the AllotteeAllottees;

**“Sanctioned Plans”** shall mean the site plan, Building Plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and permissions granted by the competent authority for the Project and more fully described in **Schedule 5**;

**“Sub-station Portion”** shall mean the electrical sub-station and the Sub-station Land;

**“Sub-station Land”** shall mean the land measuring 178.90 square meters comprising in more fully described in **Part B** of **Schedule 1** herein over which the electrical sub-station has been set up;

**“Tower”** shall mean the G + [ ] building No. [ ] comprised of [ ] residential Apartments;

**“Tower Common Areas”** shall mean with respect to the Tower, the areas, facilities and amenities specified in **Schedule 11** which are to be used and enjoyed in common with all the other allottees of the Units in the Tower; and

**“Unit”** shall mean each unit of residency in Complex and the expression **“units”** shall be construed accordingly.

“**WBHIRA**” means The West Bengal Housing Industry Regulation Act, 2018 and includes any statutory modification or re-enactment thereof for the time being in force, and rules framed thereunder, as applicable;

## **1.2 Interpretation**

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

## **2. COVENANT FOR SALE AND PURCHASE**

- 2.1 The Promoter agrees to sell and the Allottee agrees to purchase the Apartment together with the Parking Space and the undivided proportionate share in the Common Areas, (Allottee on the terms and conditions contained in this Agreement, subject to Allottee:
  - (i) accepting and agreeing to abide by the Mutual Easements and Reserved Matters specified in **Schedule 6** herein;
  - (ii) agreeing to pay within due dates the Extra Charges and Deposits specified in **Schedule 7** herein from time to time;
  - (iii) agreeing to pay within due dates the Common Expenses specified in **Schedule 8** herein from time to time;
  - (iv) agreeing to abide by and adhere to the Common Rules specified in **Schedule 9** herein from time to time; and
  - (v) agreeing to abide by, observe and perform the specific covenants, stipulations, restrictions and obligations contained in this Agreement;
- 2.2. The Promoter hereby agrees to allot to the Allottee the Parking Space for his own use and not otherwise. Earmarking of the parking number will be done at the time of handing over the

possession of the Apartment. Each allotted car parking space will entitle the Allottee the right to park only one medium sized motorized vehicle. In case of transfer of the Apartment, the right to use the Parking Space shall be automatically transferred along with the Apartment. The right to use the Parking Space under no circumstances is separately transferable. The Allottee agrees that only the allotted Parking Space would be used exclusively for parking of his medium sized motorized vehicle and would not be used as storage otherwise.

### **3. PAYMENT OF SALE PRICE AND OTHER CHARGES**

#### **3.1 Sale Price**

3.1.1 The Sale Price for the Apartment (based on the carpet area), Parking Space, and Common Areas is [ ] (Rupees [ ] Only) and the constituents of the Sale Price are more fully detailed in **Schedule 12** herein.

3.1.2 The Allottee shall make the payment of the Sale Price as per the payment plan set out in **Schedule 13** ("**Payment Schedule**"). The Promoter may from time to time raise demand as per Payment Schedule for payment of instalments by issuing notices to the Allottee and the Allottee shall make the payments promptly within the time stipulated in such notices.

3.1.3 Besides the Sale Price, the Allottee shall be required to pay certain other amounts as mentioned in the Payment Schedule and in **Schedule 8** herein ("**Extra Charges and Deposits**") at such times as prescribed in the Payment Schedule or as may be demanded by the Promoter from time to time.

3.1.4 The Allottee has paid a sum of Rs. /- (Rupees only) vide [ ] ( "**Booking Amount**"), being part payment towards the Sale Price of the Apartment at the time of booking, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining part of the Sale Price and the Extra Charges and Deposits as prescribed in the Payment Schedule as may be demanded by the Promoter within the time and in the manner specified therein.

3.1.5 The Sale 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 or taxes which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs, charges or taxes imposed by the competent authorities, the Promoter shall enclose the relevant notification or order or rule or regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

#### **3.2 Mode of payment**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque/demand draft



or online payment (as applicable) in favour of “**BENGAL SHRACHI HOUSING DEVELOPMENT LIMITED**” payable at Kolkata.

### **3.3 Prompt payment**

The Allottee assures the Promoter that the Sale Price as also any other charges or expenses or deposits mentioned in this Agreement shall be paid as laid down in **Schedule 13** or in any other clauses of this Agreement without default. The Promoter has informed the Allottee and the Allottee is aware that any default in payments would jeopardize the entire Project as well as expose the Promoter to financial losses and also affect the other allottees and the completion of the Project.

### **3.4 Time is essence**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the Common Areas to the Association of the allottees after receiving the completion/occupancy certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Schedule.

### **3.5 Dishonour of payment instruments**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 500/- (Rupees five hundred only) together with applicable taxes thereon (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

### **3.6 Delayed payments**

Any delay or default on the part of the Allottee to pay the amounts payable by him to the Promoter under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Allottee and in event of such breach, the Promoter shall be entitled to charge interest as may be prescribed under Applicable Laws for the period of delay.

### **3.7 Adjustment/appropriation of payments**

- 3.7.1 The Allottee authorizes the Promoter to adjust or appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object or demand or direct the Promoter to adjust his payments in any manner.
- 3.7.2 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Tower is complete and the completion/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Sale 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 45 (forty-five) days with annual interest at the Applicable Interest Rate, from the date of last payment made by the Allottee. If there is any increase in the carpet area, which is not more than 3 % (three percent) of the carpet area of the Apartment, the Promoter shall demand that from the Allottee as per the next milestone of the Payment. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 3.1.1 above.

#### **4. CONSTRUCTION OF THE PROJECT/APARTMENT**

##### **4.1 Designs etc.**

The Promoter shall construct the Apartment in accordance with the plans and designs approved by the authorities concerned and as per the specifications and particulars of construction contained in **Schedule 14**. The Allottee has seen and inspected the site, Sanctioned Plans and the specifications of the Apartment and accepted the Payment Schedule, floor plans, layout plans annexed along with this Agreement which has been approved by the competent authority. The Promoter shall develop the Project in accordance with the said Sanctioned Plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the Applicable Laws and shall not have an option to make any variation in such plans, other than in the manner provided under the Applicable Laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

##### **4.2 Variations**

It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plans, layout plans, floor plans, specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 5**, **Schedule 14** and **Schedule 15** (which shall be in conformity with the advertisement, prospectus etc, on the basis of which sale is effected) in respect of the Apartment or Tower or the Project, as the case may be, without the previous written consent of the Allottee as per the Applicable Laws. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations, at an extra cost as may be applicable, as per the Applicable Laws.

##### **4.3 Promoter Agrees**

- 4.3.1 The Promoter hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authority at the time of sanctioning of the plans or thereafter and shall before handing over possession of the Apartment to Allottee, obtain from the concerned authority completion/occupancy certificate in respect of the Apartment.
- 4.3.2 The Promoter hereby agrees to get the Project registered under the provisions of the RERA/WBHRA, as and when the same is applicable.

#### 4.4 **Site visits**

The Allottee shall not, without a prior scheduled appointment, make any visits to the construction site, it being recognized that the construction site contains hazardous conditions.

### 5. **FINANCE**

#### 5.1 **Raising of finance by Promoter**

The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables.

#### 5.2 **Raising of finance by Allottee**

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he/she has been able to obtain financing for the purchase of the Apartment.

### 6. **POSSESSION OF THE APARTMENT**

#### **6.1 Schedule for possession of the said Apartment**

The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31 December 2020 unless there is delay or failure due to (i) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other event as prescribed under Applicable Laws ("**Force Majeure**") affecting the regular development of the real estate project or (ii) any reasonable circumstances as may be approved by the authority concerned under Applicable Laws ("**Reasonable Circumstances**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions and/or due to Reasonable Circumstances then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions and/or the Reasonable Circumstances 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 and/or Reasonable Circumstances, then this allotment shall stand terminated and the

Promoter shall refund without interest to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

## **6.2 Procedure for taking possession**

The Promoter, upon obtaining the completion/occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the Maintenance Charges as determined by the Promoter/Association, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30(thirty) days of receiving the completion/occupancy certificate of the Project.

## **6.3 Failure of Allottee to take Possession of Apartment**

Upon receiving a written intimation from the Promoter as per clause 6.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 6.2, such Allottee shall continue to be liable to pay Maintenance Charges as applicable.

## **6.4 Possession by the Allottee**

After obtaining the completion/occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, as per the Applicable Laws.

## **6.5 Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Applicable Laws.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit an amount equal to the Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation.

## **6.6 Compensation**

- 6.6.1 The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Land, on which the Project is being developed or has been developed, in the manner as provided under the Applicable Laws and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
- 6.6.2 Except for occurrence of a Force Majeure event and/or Reasonable Circumstances, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Applicable Laws ; or for any other reason; the Promoter shall be liable, on demand by the Allottee, 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 in respect of the Apartment, with interest at the Applicable Interest Rate within 45 (forty-five) days including compensation in the manner as provided under the Applicable Laws .

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Applicable Laws for every month of delay, till the handing over of the possession of the Apartment.

#### 6.7 **Mode of giving possession**

The Promoter shall serve upon the Allottee a notice in writing ("**Possession Notice**") to take over possession of the Apartment within 60 (sixty)days ("**Possession Period**") from the date of the Possession Notice. It will not be necessary for the Promoter to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Allottee complying with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard and provided the Allottee is not in default of any of the terms and conditions of this Agreement, the Promoter shall give possession of the Apartment to the Allottee on a date ("**Possession Date**") mutually agreed but within the Possession Period. It is understood that the Possession Date shall not be a date later than the date specified in clause 6.1 above.

#### 6.8 **Deemed Possession**

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the Possession Period, the Allottee shall be deemed to have taken possession on the 61<sup>st</sup> day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the Possession Date.

#### 6.9 **Responsibilities**

On and from the Possession Date:

- 6.9.1 The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
  - 6.9.2 The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas and facilities on and from the Possession Date;
  - 6.9.3 All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.
  - 6.9.4 All other expenses necessary and incidental to the management and maintenance of the Project.
- 6.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority concerned or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

## **7. CONVEYANCE OF THE APARTMENT**

- 7.1 The Promoter, on receipt of complete amount of the Sale Price and other charges and deposits specified in this Agreement and in particular the charges specified in clause 7.2 below, from the Allottee, shall execute a conveyance deed ("**Conveyance Deed**") and convey the title of the Apartment together with the Parking Space within 3(three) months from the issuance of the completion/occupancy certificate. The Promoter shall transfer the right title and interest in the Common Areas to the Association.
- 7.2 The Allottee shall be required to pay the entire stamp duty, registration fee, any penalty imposed, legal fees/documentation charges (as specified in **Schedule 7** hereunder written), other taxes and incidental charges for registering the Conveyance Deed as also other levies and/or charges as may be levied by any Government and/or other authority from time to time and as applicable at the time of registration, in addition to all prior deposits/payments made by the Allottee. Such amount shall be deposited by the Allottee within 15 (fifteen) days from the date of issuance of notice by the Promoter calling for such payment to effect registration of Conveyance Deed. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period

mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

- 7.3 The Conveyance Deed of the Apartment shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Conveyance Deed will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- 7.4 Subject to the Agreement, the Promoter agrees and acknowledges that, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment and the Parking Space;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/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 occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of Maintenance Charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Common Areas to the Association of the allottees as provided in the Applicable Laws;
  - (iii) That the computation of the Sale Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project.
- 7.5 It is made clear by the Promoter and the Allottee hereby agrees that the Apartment along with Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Promoter. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.
- 7.6 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with competent authority to be filed in accordance with the Applicable Laws.
- 7.7 It is understood by the Allottee that the Sub-Station Portion is fully excluded from the purview and ambit of these presents and notwithstanding anything elsewhere to the contrary herein contained, the Allottee shall not have any ownership share right title interest whatsoever or howsoever therein nor any claim or demand with regard thereto.

**8. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years from the Possession Date, it shall be the duty of the Promoter 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Applicable Laws.

**9. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/its right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter/Maintenance Company (or Association) and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter/Maintenance Company and/or Association from time to time.

**10. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/Association shall have rights of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**11. USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association for rendering maintenance services.

**12. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to this Agreement, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Tower, or the Apartment, or the Tower Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the 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 Tower is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she/it would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Tower or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 Apartment or place any heavy material in the common passages or staircase of the Tower. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

### **13. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Sanctioned Plan has been approved by the competent authority(ies) except for as provided in the Applicable Laws.

### **14. COMMON AREAS AND FACILITIES AND AMENITIES**

#### **14.1 Undivided interest**

The Allottee together with all other allottees of Units in the Project shall have only proportionate undivided variable and impartible interest and not any individual right in all common areas, amenities and facilities built or provided in the Project.

#### **14.2 Water supply**

Water supply to the residents of the Project will be made available from deep tube wells or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply is not permitted. Each Unit shall be given one water supply connection. The installation cost will be reimbursed by the Allottee and the usage charges will be applicable on actual consumption basis. However, after handing over the Common Areas and facilities of the Project, the Promoter/Maintenance Company/Association may make alternative arrangement for supply of potable water from the municipal/competent authority concerned and create necessary permissible infrastructure for the same at a cost which will be reimbursed by the Allottee as and when intimated by the Promoter/Maintenance Company/Association.

#### **14.3 Sewerage**

The entire sewage of the Project will be treated by the modern sewage treatment technology. This will efficiently treat the sewage and provide clean treated water at the end, which may be used for horticulture purposes. All the Units in the Project are to be connected to this system. For greater efficiencies and environmental reasons, the Allottee shall not dispose of solid wastes like paper and kitchen waste into the waste drains of toilets and kitchens.

#### 14.4 **Solid waste management**

The Promoter/Maintenance Company/Association or any agency appointed by the Promoter/Maintenance Company/Association will arrange for collection and disposal of solid waste as per relevant statutes.

#### 14.5 **Storm water disposal**

There will be a network of storm water management system through the entire Project. In order for this system to work, it is imperative that the drains are kept clear and clean at all locations.

#### 14.6 **Power supply**

Installation costs, deposits and other charges to be paid by the Promoter to the Power Supply Authority concerned towards obtaining, installing power and for providing electricity to common areas like street light, parks, green verge, community facilities etc., shall be borne and payable by the Allottee proportionately. The Promoter/Maintenance Company/Association shall recover such installation costs, deposits and other charges from the Allottee. The amount recoverable from the Allottee for power arrangements shall be as specified in **Parts I and II of Schedule 7** hereunder written.

The Allottee shall pay for the Electricity Security Deposit (“**ESD**”) for individual electric meters allotted to the Allottee by the Power Supply Authority.

In case the Power Supply Authority fails to provide individual meter to the Allottee and makes provision for a bulk supply, the Promoter shall provide sub-meters to the Allottee upon payment of the proportionate ESD payable to the Power Supply Authority for such connection. The amount recoverable from the Allottee will be intimated in due course as soon as the same is known to the Promoter.

The ESD would be subject to revision and replenishment and the Allottee shall be liable to pay proportionately such revision and replenishment to the Power Supply Authority as per their norms. In such cases the Allottee may be required to enter into a separate agreement for supply of electricity through sub-meters.

#### 14.7 **Diesel Generator backup**

The Allottee will be provided power back up and will be charged extra both for installation and consumption of power as intimated by the Promoter. Any Allottee may opt for power back up of over and above the specified limit already provided by making specific request to that effect to the Promoter at the costs and expenses of the Allottee.

The Allottee shall be liable to pay installation charges as specified in **Part I of Schedule 7** hereunder written and the same shall be paid to the Promoter within the due date to be notified thereof by the Promoter.

The actual running cost and maintenance charges of DG will be separately charged from the Allottee on the basis of proportionate backup power subscribed by him. The actual running and expenses for the DG for common areas will be charged from the Allottee.

#### 14.8 **Additions or replacements**

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, fire fighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Allottees in the Project on pro-rata basis as specified by the Promoter/Maintenance Company/Association. Upon completion Promoter/Maintenance Company/Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

### 15. **MAINTENANCE AND ASSOCIATION**

#### 15.1 **Maintenance Company**

Upon completion of the Project and until the formation of the Association, the Promoter will hand over its management for maintenance to the Maintenance Company for which the Allottee may be required to execute an agreement ("**Maintenance Agreement**") with the Maintenance Company.

#### 15.2 **Association**

The Allottee shall become a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or Common Areas and facilities in the Project.

#### 15.3 **Maintenance Charges**

For the enjoyment and maintenance of the Common Areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate maintenance charges ("**Maintenance Charges**") of such area and facilities as may be fixed by the Promoter/Maintenance Company and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay:

15.3.1 The Allottee shall not be entitled to avail any maintenance services;

15.3.2 Applicable Interest Rate will become payable by the Allottee;

15.3.3 The Promoter/Maintenance Company/Association shall adjust the unpaid amount from the IFSD. If due to such adjustment in IFSD falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

#### 15.4 **Maintenance Security Deposit**

An interest free corpus deposit (“**Maintenance Security Deposit**”) for the Apartment shall be paid by the Allottee to the Promoter on or before taking over possession of the Apartment. The Maintenance Security Deposit is Rs. 10/- per square feet of the super built-up area of the Apartment and the same shall be used by the Promoter/Association for repair of Common Areas, facilities and equipment provided in the Project. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of the Maintenance Security Deposit shall be transferred to the Association as and when desired by the Association.

#### 15.5 **Interest Free Security Deposit**

The Allottee shall pay, over and above the monthly running Maintenance Charges and the Maintenance Security Deposit, an amount equivalent to 6 (Six) months proposed monthly Maintenance Charges towards the Interest Free Security Deposit (“**IFSD**”) to the Promoter calculated at the rate of Re 1 (Rupee one only) per square feet of the super built-up area of the Apartment per month on Possession Date. The said IFSD shall be kept with the Promoter in order to secure adequate provision of the maintenance services and due performance of the Allottee in promptly paying the maintenance bills and other charges as raised by the Promoter/Maintenance Company/Association. If the said IFSD remains unutilised then the same shall be transferred to the Association as and when desired by the Association.

### 16. **REPRESENTATIONS AND WARRANTIES OF THE OWNER AND PROMOTER**

The Owner and the Promoter hereby, jointly, represents and warrants to the Allottee as follows:-

- (i) The Owner have absolute, clear and marketable title with respect to the Land; the Promoter has requisite rights to carry out development upon the Land;
- (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 Land or the Project;
- (iv) There are no litigation pending before any Court of law with respect to the Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Land and 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, Land, Tower and Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) Before or at the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association;
- (x) The Owner/Promoter has duly paid and shall continue to pay and discharge till handing over of possession of the Apartment 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 Project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the Land and/or the Project.

## **17. COVENANTS OF THE ALLOTTEE**

### **17.1 Residential use**

The Allottee shall not use the Apartment or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

### **17.2 Hazardous materials**

The Allottee shall not store in the Apartment or Tower any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

### **17.3 Additions**

The Allottee shall not make any additions or alterations in the Apartment or Tower or cause damage to or nuisance in the Apartment or Tower or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case the Allottee shall not be entitled to carry out any structural changes in the Tower and Apartment.

#### 17.4 **Advertisements etc.**

The Allottee shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Tower and/or the Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.

#### 17.5 **Co-operation**

The Allottee shall at all times co-operate with the other Allottees/occupiers of the Units in the management and maintenance of the Apartment and the Tower and the Project.

#### 17.6 **Transfer**

The Allottee shall not transfer or assign the rights under this Agreement without prior written permission from the Promoter till such time all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Unit, the Allottee shall pay a transfer fee @ 3% (three percent) on the prevailing market value of the Unit determined by Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, at the date of such transfer or on transaction amount, whichever is higher. Such transfer however shall be permissible only if the first instalment as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

#### 17.7 **Taxes**

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee within 7 days of demand being made by the Promoter without raising any objection thereto.

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

18.1 Subject to the Force Majeure events and Reasonable Circumstances, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Applicable Laws or the rules or regulations made thereunder.

18.2 In case of Default by Promoter under the conditions listed above, the Allottee is entitled to the

following:

- (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 penal 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 under any head whatsoever towards the purchase of the Apartment, along with interest at Applicable Interest Rate within forty-five days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at Applicable Interest Rate, for every month of delay till the handing over of the possession of the Apartment.

- 18.3 Without prejudice to the rights of the Promoter to charge interest in terms of this Agreement, upon the Allottee committing (i) default in payment of any outstanding amount, due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and such default continues for a period of 60 (sixty) days from the due date of such payment; and/or (ii) breach of any of the other terms of the Agreement, the Promoter shall issue a notice of such default to the Allottee and the Allottee shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered/Speed Post with A/D at the address provided by the Allottee(s) and/or e-mail at the e-mail address provided by the Allottee, intimating him of the specific breach or default of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Apartment. Upon cancellation of the allotment and termination of the Agreement, the Promoter shall, within 45 (forty-five) days from such termination, refund by way of cheque/demand draft all amounts paid by the Allottee till the date of cancellation less the Cancellation Charges without interest, being the liquidated damages payable to the Promoter:

## **19. DISPUTE RESOLUTION**

- 19.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute ("**Dispute Notice**") then the following provisions shall apply.
- 19.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, then in that event, shall be settled through the adjudicating officer appointed under the Applicable Laws.

## **20. MISCELANEOUS**

### **21.1 Compliance of laws relating to remittances**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) 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 such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. 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 applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

### **21.2 Compliance of laws, notifications etc. by the Allottee**

The Allottee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the projects in general and this Project in particular. That the Allottee hereby undertakes that he/she/it shall comply with and carry out, from time to time after he/she/it has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/its own cost.

### **21.3 Binding effect**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15 (fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee and/or appear before the Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice



to the Allottee for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever after deducting cancellation charges.

#### **21.4 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 in regard to the said Apartment, as the case may be.

#### **21.5 Right to amend**

This Agreement may only be amended through written consent of the Parties. However it is clarified that the parties shall be bound to enter into a fresh Agreement to Sale annulling this Agreement, if required to do so, under the WBHIRA and/or any other applicable law for the time being in force.

#### **21.6 Provisions of this Agreement applicable on the Allottee/subsequent allottees**

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

#### **21.7 Waiver not a limitation to enforce**

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 payments as per the Payment Schedule 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 Allottee in the case of one purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees. Failure on the part of the Promoter 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.

#### **21.8 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 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.

#### **21.9 Method of calculation of proportionate share wherever referred to in this Agreement**

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

#### 21.10 Further assurances

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

#### 21.11 Place of execution and Stamp duty and Registration Fees

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and the Allottee at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata and after the Agreement is duly executed by the parties the said Agreement shall be registered at the office of the concerned Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

The stamp duty, registration fees and other incidental charges in respect of this Agreement shall be borne and paid by the Allottee.

#### 21.12 Non-waiver

Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

#### 21.13 Indemnity

Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;

- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfill its obligations under any applicable law; and

#### 21.14 **Co-operation**

Should any claim, demand, suit or other legal proceeding be made or instituted by any Party against any third party which arises out of any of the matters relating to this Agreement, each Party shall give the other all pertinent information possessed by such Party and reasonable assistance in the defence or other disposition thereof.

#### 21.15 **Further Assurances**

The Parties shall, with all reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by the Agreement and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of the Agreement and carry out its provisions.

#### 21.16 **Relationship of Parties**

The Agreement is entered amongst the Parties on principal to principal basis.

#### 21.17 **Notices**

All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by delivering by hand or sending by e-mail or courier or speed/registered postwith A/D to the address set forth below in respect of each Party:

##### A. **PROMOTER:**

Address : Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass –  
R.B. Connector Junction, Police Station: Anandapur, Post Office:  
Madurdaha Kolkata: 700107  
E-mail : sales@shrachi.com  
Attn : Mr. Anshuman Sarkar

##### B. **ALLOTTEE:**

Address : [●]  
E-mail : [●]  
Attn : Mr/Ms

That in case there are joint allottees 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 to consider as properly served on all the Allottees.

**21.18 Jurisdiction**

The Courts at Kolkata shall have exclusive jurisdiction.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.**

\_\_\_\_\_  
Signed for and on behalf of  
**[BENGAL SHRACHI HOUSING DEVELOPMENT LIMITED]**

By : .....  
Title : .....

\_\_\_\_\_  
Signed for and on behalf of  
**[Owner]**

By : .....  
Title : .....

**FOR INDIVIDUALS**

\_\_\_\_\_  
Signed by  
**[ALLOTTEE]**

By : .....

**FOR INDIVIDUALS (POA)**

\_\_\_\_\_  
Signed for and on behalf of  
**[ALLOTTEE]**

By : .....  
Title : Power of Attorney holder

**FOR OTHER THAN INDIVIDUALS**

\_\_\_\_\_  
Signed for and on behalf of  
**[ALLOTTEE]**

By : .....  
Title : .....

**SCHEDULE 1  
PART A**

**(Description of the Land)**

**ALL THAT** the piece and parcel of land measuring more or less 4.02 acres equivalent to 16268.36 square meters and comprised in L.R. Plot Nos. 379, 380, 382 (Part), 386 (Part), 387 (Part), 388, 389, 390, 392, 393 (Part), 394, 395, 396, 397, 398, 399, 401, 402, 403, 404, 405, 406, 407, 410, 411, 413 and 414 all under L.R. Khatian no. 986, at Mouza Dudhnai, J.L. No. 107, within the jurisdiction of Ramnagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal

**TOGETHER WITH** all rights and easements appertaining thereto and the same is butted and bounded as follows:

On the North: By Canning Road and L.R. Dag nos. 391, 400 and 412

On the South: By Baruipur Mouza and L.R. Dag nos. 408 and 409

On the East: By L.R. Dag nos. 414 (part), 415, 434 and 435

On the West: By L.R. Dag nos. 378, 381, 382 (Part) and 386 (Part)

**PART B  
(Sub-station Land)**

**ALL THAT** piece and parcel of land total containing by estimation an area of 0.044 acres equivalent to 178.90 square meters in Dag No. 396,397,404 and 405 and comprised within the Land lying and situated at Mouza Dudhnai, J.L. No. 107, within the jurisdiction of Ramnagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal

**PART C  
(Chain of Title of Land)**

1. By and under a Sale Deed dated 30<sup>th</sup> July, 2010 and registered at the office of Additional Registrar of Assurances-II, Kolkata in Book I, CD Volume no. 19, pages 1786 to 1806, being Deed no. 7803 for the year 2010, Sharmila Ray Kumam therein referred to as the Vendor of the First Part, West Bengal Housing Board therein referred to as the Purchaser of the Second Part, Bengal Shracchi Housing Development Limited therein referred to as the First Confirming Party of the Third Part and Shracchi Developers Private Limited therein referred to as the Second Confirming Party of the Fourth Part, the Vendor therein with the concurrence of the Confirming Parties therein as also for the consideration therein mentioned granted, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 4.02 Acres, be the same a little more or less, situate lying at Mouza Dudhnai, J.L. No. 107, comprised in L.R. Plot Nos. 379, 380, 382 (Part), 386 (Part), 387 (Part), 388, 389, 390, 392, 393 (Part), 394, 395, 396, 397, 398, 399,

401, 402, 403, 404, 405, 406, 407, 410, 411, 413 and 414 (Part) appertaining to L.R. Khatian No.554, within the jurisdiction of Ramnagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal.

2. West Bengal Housing Board, being the Owner, got its name mutated in the records of the Block Land and Land Reforms Office, Baruipur, under L.R. Khatian No. 986.

**SCHEDULE 2  
(Apartment)**

**ALL THAT** the .... BHK Apartment No. .... on the ..... Floor of the Building named ..... having a total carpet area of ..... square feet or ..... square meter equivalent to built-up area of ..... square feet or ..... square meter and equivalent to super built-up area of ..... square feet or ..... square meter together with the undivided interest in Land.

**SCHEDULE 3  
(Floor Plan of the Apartment)**

**SCHEDULE 4  
(Parking Space)**

**ALL THAT** the right to park ..... car(s)/two-wheeler(s) in the covered/open parking space measuring about ..... square feet equivalent to ..... square meter on the ground floor.

**SCHEDULE 5  
(Sanctioned Plans)**

**SCHEDULE 6  
("Mutual Easements & Reserved Matters")**

The following shall be reciprocal easements regarding the Apartments and/or the Common Portions between the Allottees and the Promoter and/or the Allottees of other Apartments from the Promoter:

1. The right of ingress to and egress from the Apartments over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.
2. The right of access to wires, cables and other equipments and of utilities including connections for water, sewage, drainage, electricity, telephone, cable-TV, internet and all other utilities to and through each and every portion of the Tower including all the Apartments therein.
3. The right of support, shelter and protection of each portion of the Tower by the other portions thereof.

- Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartments Acquirers in common with each other subject however to the other conditions herein.

**SCHEDULE 7**  
**("Extra Charges & Deposits")**

**Part-I**  
**[Extra Charges]**

- Electricity Service Connection Charge:** Costs incurred in making arrangements with WBSEDCL on actual for giving direct L.T connection to the Apartments Acquirers will be payable to the Promoter by the Apartments Acquirers.
- Generator facility for inner consumption:** A sum of Rs. 35,000/- (Rupees Thirty Five Thousand Only) shall be paid by the Allottee towards proportionate cost of providing stand-by generator for 500 Watts for internal consumption in the Apartment.
- Association Formation Charges:** Costs incurred by the Promoter for formation of Association will be payable to the Promoter by the Apartments Acquirers on actual.
- Documentation Charges:** The documentation or legal fees shall be paid by the Allottees at the rate of 1 % (One per cent) of the Total Sale Price.

Further other miscellaneous charges, taxes, levies or penalties in relation to the transfer of the Apartment including preparation of the Transfer Deed and other documents if any to be executed in pursuance thereof shall also be paid by the Apartment Acquirers.

**Part-II**  
**[Deposits]**

- Maintenance Security Deposit:** An interest free corpus deposit calculated at the rate of Rs. 10/- (Ten) per square feet of the Apartment Carpet Area in case of 1 BHK Apartments and at the rate of Rs. 15/- (Fifteen) per square feet of the Apartment Carpet Area in case of 2 BHK Apartments ("**Maintenance Security Deposit**") for the Apartment shall be paid by the Allottee to the Promoter, on or before a date to be notified by the Promoter which date shall not be a date later than the Possession Date. The amount of such Maintenance Security Deposit payable shall be intimated by the Promoter on or before possession date. The Maintenance Security Deposit shall be used by the Promoter /Association for repair of the Complex or equipments provided therein. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of the Maintenance Security Deposit shall be transferred to the Association without interest when incorporated.
- Electricity Security Deposit:** Deposits on actual to be incurred regarding obtaining of L.T. connection from WBSECDL will be payable to the Promoter by the Apartments Acquirers.

3. **Taxes and/or deposits:** An estimated amount equal to 6 (six) months proportionate share of rates and taxes of municipality and/or other authorities, as may be estimated from time to time by the Promoter, to be utilised for the payment of such rates and taxes until mutation and separate assessment of the Apartment. Every time when the above deposit is likely to get exhausted before mutation and separate assessment of the Apartment takes place, the Apartment Acquirer shall deposit the above amount as and when demanded by the Promoter from time to time.
4. If at any time the Maintenance Security Deposit and/or the IFSD shall fall below the prescribed limit mentioned in paras 1,2 and 3 above, the Allottee shall make good such shortfall immediately on demand being made by the Promoter /Maintenance Company/Association.

### **SCHEDULE 8** **("Common Expenses")**

The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee with all the other Allottees as follows:

1. The costs and expenses relating to the Tower shall be borne by all the Apartment Acquirers in the proportion Apartment Area of any Apartment will bear to the area of all the Apartments in the Tower which will include all costs for maintaining the Common Portions.
2. Some of the expenses mentioned herein may be common to all the Apartment Acquirers or only to those of any particular Tower as be decided by the Promoter or the Association, as the case may be.
3. The expenses for maintenance, operation, and renovation etc. of Complex shall be borne and paid by the Apartment Acquirers to the extent and in the manner the Promoter or the Association, as the case may be, may decide.
4. The expenses shall, inter-alia, include the following:
  - i. **Maintenance:** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
  - ii. **Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association, as the case may be, for managing and maintaining and security of the Common Areas and Facilities and Utilities of the Complex.
  - iii. **Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
  - iv. **Insurance:** Costs towards payment of premium for insuring the Towers, Tower and the Common Portions.
  - v. **Rates, taxes and outgoings:** All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter or the Association, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.



- vi. **Others:** Any other expenses incurred by the Promoter or the Association, as the case may be, in respect of the Complex and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

**SCHEDULE 9  
("Common Rules")**

**1. The Allottee shall not:**

- 1.1 Damage the Common Areas or any of the other Apartments by making any alterations or withdrawing any support or otherwise.
- 1.2 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the Common Portions, save at the places earmarked therefor.
- 1.3 Place or cause to be placed any article in any of the Common Portions.
- 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Complex.
- 1.5 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.
- 1.6 Use the Parking Space, for any purpose other than for parking of middle/standard size motor cars and two wheelers or partition the same in any manner.
- 1.7 Put up or affix any sign board, name plate or other things or other similar articles in any of the Common Portions or outside the Apartment save at the places provided therefor provided that the Allottee may display a small and decent name-plate outside the main door of the Apartment.
- 1.8 Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Apartment or in any of the Common Portions which may be injurious or obnoxious to the other allottees/occupiers of the Complex or such articles which are so heavy as to affect or endanger the structure of the Tower or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase.
- 1.9 Hang from or attach to the beams or the rafters of any part of the Apartment or the Tower any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Tower or any part thereof.
- 1.10 Do or cause to be done anything which may cause any damage to or affect the Tower, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Allottees.
- 1.11 Affix or draw any wire, cable, pipe from, to or through any of the Common Portions or outside walls of the Tower or other parts, without approval of the Promoter or the Association, as the case may be.

- 1.12 Affix any or install any antenna on the ultimate roof of the Tower or any open terrace that may be part of any Apartment or in its windows.
- 1.13 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them.
- 1.14 Install any air-conditioner, except in the approved places.
- 1.15 Affix or change the design or the place of the grills, the windows or the main door of the Apartment without approval.
- 1.16 Make any internal addition, alteration and/or modification in or about the Apartment save in accordance with the then existing statutory Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Promoter or the Association, as the case may be.
- 1.17 Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Apartment excepting between 10:00 a.m to 06:00 p.m and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Tower in which the Apartment is situated.
- 1.18 Alter the outer elevation of the Tower or the Apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.19 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartments or the Towers.
- 1.20 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Tower and/or the Complex.
- 1.21 Restrict the full and unrestricted enjoyment of the Easements described in **Schedule 7** to any other owner/occupier of the Tower.
- 1.22 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Apartments or the Tower or cause the premium for the insurance to be increased.
- 1.23 Question the quantum of any amount levied upon the Apartment Acquirer by the Promoter or the Association, as the case may be, in terms of this Agreement.

**2. The Allottees shall:**

- 2.1 Maintain the Complex in general and the Tower where its Apartment is situate for the purposes, with the intent and object for which the same is constructed.
- 2.2 Assist the Promoter to form the Association of Allottees, if the Promoter so desires and strictly abide by all the Rules and Regulations of the Association so formed.
- 2.3 Co-operate and assist in all manner with the Promoter or the Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tubewells, generator and/or other installations and/or amenities in the Tower, the Complex and shall indemnify and keep the Promoter or the Association, as the case may

be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Promoter or the Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the concerned Apartment Acquirer.

- 2.4 Not to carry any heavy goods and materials in the passenger lifts
- 2.5 Maintain, at their own costs, their respective Apartments in the same good condition, state and order in which the same will be delivered to them, normal wear and tear accepted.
- 2.6 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the State of West Bengal.
- 2.7 Pay the charges for electricity only relating to the Apartment and proportionately relating to the Common Areas, Utilities and Facilities.
- 2.8 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after such installation, timely pay all charges and/or deposits to ensure that none of the other Allottee or the Promoter or the Association, as the case may be, is hindered in any manner for any non or untimely payment.
- 2.9 Pay the proportionate rates, charges and fees of the municipality/local authority concerned till such time the Apartment is not mutated and separately assessed by such municipality/local authority and thereafter timely pay all rates and taxes of municipality/local authority to ensure that none of the other Apartments or the Promoter or the Association, as the case may be, is hindered in any manner for any non or untimely payment.
- 2.10 Pay such further Deposits as be required by the Promoter or the Association, as the case may be, from time to time.
- 2.11 Pay, within 7 (seven) days of being called upon to do so, the proportionate Common Expenses as also all other outgoings related to the Apartment, the Tower and the Complex including proportionate expenses relating to the replacement of any equipments.
- 2.12 Keep the Apartment and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner.
- 2.13 Maintain and be responsible for the structural stability of the Apartment and not to do any act, matter or thing which may affect the structural stability of the Tower.
- 2.14 Use the Apartment, the Parking Space and both the Common Areas carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.15 Sign such forms, give such authorities and render such co-operation as may be required by the Promoter or the Association, as the case may be.
- 2.16 Pay, wholly in respect of the Apartment and proportionately in respect of the Tower and the Complex, all costs, charges and expenses as may arise due to any reason

whatsoever provided that the Apartment Acquirer shall have the right to claim reimbursement if the same be occasioned due to default by any other person.

- 2.17 Allow the LLP or the Association, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Apartment.
- 2.18 Ensure that the entirety of the Complex is maintained in a decent manner.
- 2.19 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

**SCHEDULE 10  
(Complex Common Areas)**

a)	Electrical substation
b)	Cable trench & electrical cables
c)	Sewerage Treatment Plant and Sewerage System
d)	Green Area including landscaped and hardscaped areas
e)	Roads
f)	Drainage System
g)	Street Lights
h)	Entrance gate & security room
i)	Peripheral Boundary Wall
j)	Under ground water reservoir & pump room with pump & water distribution system
k)	Separate Community hall for Paban & Samiran
l)	Children play equipment

**SCHEDULE 11  
(Tower Common Areas)**

a)	Lift, Lift Lobbies and Lift machine room <b>(In case of 2 BHK Flats Only)</b>
b)	Roof, mumty room
c)	Stair Case and its landings, Lobbies
d)	Overhead Water Tank and pipelines
e)	Electrical wires, cables, in common areas, meter room
f)	Driveways & Walkways
g)	Outer Façade of the building

**SCHEDULE 12  
(Details of the Sale Price)**

The Sale Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_/- (Rupees only ("Sale Price")) :

Building .....	Rate of Apartment per square feet
Apartment No. ....	
Type _____	
Floor _____	

[AND] [if/as applicable]

Open/Closed Car/Two-wheeler parking -1	Price for 1
Open/Closed Car/Two-wheeler parking - 2	Price for 2

Explanation:

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

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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 Sale Price of the Apartment includes: (1) *pro rata* share in the Common Areas; and (2) \_\_\_\_\_ open/closed car/two-wheeler parking(s) as provided in this Agreement.

**SCHEDULE 13**  
**(Payment Schedule)**

<b>On Booking</b>	5% of Sale Price (Part earnest money) + Taxes
<b>On Allotment</b>	15% of Sale Price + Taxes
<b>Start of Foundation Work</b>	15% of Base Price+ Taxes

<b>On Completion of Ground Floor Roof Slab</b>	15% of Sale Price + Taxes
<b>On Completion of 1st Floor Roof Slab</b>	15% of Sale Price + Taxes
<b>On Completion of 2nd floor Roof Slab</b>	15% of Sale Price + Taxes
<b>On Completion of 4th floor Roof Slab</b>	15% of Sale Price + Taxes
<b>On Final Notice of Possession</b>	5% of Sale price+ Extra Charges, Deposits, Registration Charges, any others charges + Taxes

**SCHEDULE 14**  
**(Specifications, Amenities and Facilities for the Apartment)**

<b>Structure</b>		RCC Foundation
<b>Floor finish</b>	<b>Dining</b>	Ceramic Tiles
	<b>Master Bedroom</b>	Ceramic Tiles
	<b>Other Bedroom</b>	Ceramic Tiles
	<b>Balcony</b>	Ceramic Tiles
<b>Kitchen</b>	<b>Floor</b>	Ceramic Tiles
	<b>Platform</b>	Kudappa
	<b>Sink</b>	Black Stone
	<b>Exhaust fan</b>	NA
<b>Toilet</b>	<b>Floor</b>	Anti Skid Ceramic Tiles
	<b>Fittings</b>	Johnson
	<b>Commode</b>	Western Commode of renowned brand
	<b>Water points</b>	Yes
	<b>Wall</b>	Digital Ceramic Tiles
<b>Windows</b>		Aluminium sliding doors(2 BHK)
<b>Wall finish</b>	<b>Exterior</b>	Weather coat Paint
	<b>Interior</b>	PoP Finish
<b>Electrical</b>	<b>Switches</b>	Modular piano switch
	<b>MCB</b>	LT
	<b>Wiring</b>	Concealed CU wiring
	<b>Telephone points</b>	Yes
	<b>TV point</b>	Yes
	<b>Geyser</b>	Geyser Point only
	<b>Electrical points</b>	Concealed CU wiring and modular Piano switch
	<b>AC</b>	NA
<b>Doors</b>	<b>Main Door</b>	Flush Door
	<b>Toilet door</b>	UPVC

**SCHEDULE 15**  
**(Specifications, Amenities and Facilities for the Project)**

<b>Structure</b>		
<b>Staircase &amp; Lobby</b>		Ceramic Tiles finish
<b>Windows</b>		Aluminium sliding window
<b>Wall finish</b>	<b>Exterior</b>	Weather coat Paint
	<b>Interior</b>	POP
<b>Electrical</b>	<b>Switches</b>	MK Modular switches
	<b>MCB</b>	LT
	<b>Wiring</b>	MK Wiring
<b>Security</b>		Yes
<b>Lift</b>		Lift of Reputed Make
<b>Doors</b>	<b>Main Door</b>	Flush Door
	<b>Toilet door</b>	UPVC