

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this ____ day of _____ Two Thousand and Nineteen BETWEEN (1) (i) RAJESH KUMAR AGRAWAL (PAN : ADMPA2371H) (Aadhaar No. _____) son of Shri Jugal Kishore Agrawal (ii) SAJJAN KUMAR AGRAWAL (PAN : ACXPA6574A) (Aadhaar No. _____) son of Late Braj Mohan Agrawal both residing at 391/1, S.N. Roy Road (formerly 58/8, S.N. Roy Rod) Sahapur, P.O. Sahapur, P.S. Behala, Kolkata – 700038, (iii) SUPER TOWERS PRIVATE LTD., (CIN _____ (PAN : AA ECS5260P), a company incorporated under the provisions of The Companies Act, 1956 having its registered office at 1, Sardar Sankar Road, First Floor, Police Station – Tollygunge, Kolkata - 700026, represented by its Director MR. CHANDI PRASAD PODDAR (PAN : AFNPP5037J) (Aadhaar No. _____) son of Late Durga Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, P.O. Colootola, P.S. Jorasanko, Kolkata – 700073, hereinafter collectively referred to as the “OWNERS” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs, executors, administrators and legal representatives and in case of company its successors and/or successors-in-office and/or interest) of the FIRST PART

AND

(2) SUPER TOWERS PRIVATE LTD. (PAN : AA ECS5260P), (Aadhaar No. _____) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1, Sardar Sankar Road, P.O. Kalighat, P.S. Tollygunge, Kolkata – 700026, represented by its Director MR. CHANDI PRASAD PODDAR (PAN : AFNPP5037J) (Aadhaar No. _____) son of Late Durga Prasad Poddar, residing at 3/1, Krishna Behari Sen Street, P.O. Colootola, P.S. Jorasanko, Kolkata - 700073 hereinafter referred to as the “PROMOTER/DEVELOPER” (which expression shall unless excluded by or there be

something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the SECOND PART

AND

(3) [If the allottee is a company]

..... (CIN No.....)
a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at (PAN), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated, hereinafter, referred to as the "PURCHASER/ALLOTTEE(S)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

OR

[If the allottee is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at (PAN : represented by its authorized partner....., (Aadhar No.)) duly authorized vide hereinafter referred to as the "PURCHASER/ALLOTTEE", (which expression shall, unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

[If the allottee is an individual]

Mr./Mrs./Ms..... (Aadhar No.) son/daughter/wife of, Mr. aged aboutYears, residing at (PAN), hereinafter called the "PURCHASER/ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof

be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms. (AadharNo.....) Son/daughter/ wife of..... Aged about..... Years for self and as the Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at (PAN), (hereinafter referred to as, "PURCHASER/ALLOTTEE(S)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators permitted assigns) of the THIRD PART.

(Details of other allottees to be inserted, in case of more than one allottee)

The Promoter and the Allottee(s)/Purchaser shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

WHEREAS :

INTERPRETATIONS/ DEFINITIONS :

For the purpose of this agreement for sale, unless the context otherwise requires –

- a) **“Act”** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) **“Rules”** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) **“Regulation”** means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.
- d) **“Section”** means a section of the Act.

- e) **“ARCHITECT”** means the person for the time being appointed to act as architect in relation to the said premises and for the purposes of this agreement.
- f) **“BUILT-UP AREA”** means the inner measurements of the Apartment at the floor level, but does not include the common areas shared with other Apartments.
- g) **“COMMON AREAS”** shall mean and include those areas of the said premises and/or building that are not allotted to a particular Allottee/Purchaser but are available for the purposes of intended common use and enjoyment by all the Allottees/Purchasers, Occupiers and Visitors as specified in Part-I of the Fourth Schedule hereunder written.
- h) **“CARPET AREAS”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Apartment.
- i) **“COMMON AMENITIES AND FACILITIES”** shall mean and include those facilities provided by the Promoter/Developer as specified in Part-II of the Fourth Schedule hereunder written and are available for common use and enjoyment by all the Allottees/Purchasers, Occupiers and Visitors subject to however reservation and restrictions as shall be imposed by the Promoter/Developer.
- j) **“COMMON EXPENSES”** shall mean the actual and estimated expenses to be incurred by or on behalf of the Apartment holders including reasonable reserves as may be found to be necessary and appropriate for the maintenance and upkeep of the common areas and facilities of the said building and those specified under the Fifth Schedule hereto.
- j) **“COMMON PURPOSES”** shall mean and include the purposes of managing and maintaining the said building in particular dealing with the matters of common interest of the Apartment holders and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Apartments exclusively and the common areas in common.

- k) **“CONDUITS”** shall include all conduits, watercourses, gutters, drains, sewers, pipes, cables wires, laser optical fibres and aerials transmission systems now or within or to be laid or constructed over on or within the said premises.
- l) **“SAID PREMISES”** shall mean ALL THAT piece and parcel of land morefully described in the First Schedule hereunder written.
- m) **“SAID BUILDING”** shall mean the building constructed at the said premises commonly known as_____.
- o) **“MANAGEMENT AGENCY AND/OR ASSOCIATION”** shall mean the maintenance agency appointed by the Promoter/Developer and or Association for carrying out the management, administration and maintenance and upkeep of the common areas and amenities and facilities of the said building and the said Management Agency/Association shall be responsible for the maintenance and enforcement of the covenants attached and run with the said Apartment and the Allottee/Purchaser shall pay the proportionate costs charges and expenses as maintenance charges together with management fees thereof as may be applicable.
- p) **“PLAN”** shall mean the sanctioned Plan being No._____ dated _____ and other plans, drawings, specifications sanctioned and approved by the appropriate authorities of the Kolkata Municipal Corporation for construction of the said building on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Promoter/Developer.
- q) **“PROPORTIONATE OR PROPORTIONATELY”** shall mean the proportion in which the carpet area of any Apartment bears to the entire carpet areas of all the Apartments of the said building as may be determined by the architect and/or Promoter/Developer as the case may be.
- r) **PURCHASER / ALLOTTEE** shall mean –
- i) in case of individual his/her heirs, executors, administrators and legal representatives ;

- ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
- iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
- v) in case of a company its successors and/or successors-in-office and/or interest.
- vi) a competent authority.
- vii) An association of persons or body of Individuals whether incorporated or not.
- viii) a co-operative society registered under any law relating to co-operative societies.
- ix) any such other entity as the State Government may by notification specify in this behalf.
- s) **“RIGHT OF MANAGEMENT”** shall always remain vested with the Promoter/Developer and/or its assigns.
- t) **“SAID APARTMENT”** shall mean All That the Apartment more fully described in the Second Schedule hereunder written.
- u) **“SUPER BUILT-UP AREA”** shall mean the constructed area of the said Apartment and shall include the plinth area, foundations, walls, columns, beams supports etc. as well as areas of common uses and facilities as shall be determined by the Promoter/Developer.
- v) **“SPECIFICATIONS”** shall mean the specifications as specified in the Sixth Schedule hereunder written.
- w) **“THE SERVICES”** are whenever the Promoter/Developer acting reasonably regards it as necessary to manage, supervise, maintain upkeep, decorate, repair, replace or renew any of the common areas as may be deemed fit and proper by the Promoter/Developer.

- x) **“TAXES”** shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said premises and Building and/or the said Apartment in the said building as may be applicable.
- y) **“UNDIVIDED SHARE”** attributable to the said Apartment shall mean the undivided proportionate impartible variable share comprised in the said premises morefully described in the First Schedule stated hereunder attributable and/or appertaining to the said Apartment.
- z) **“APARTMENT OWNER OR ALLOTTEE/PURCHASER”** shall mean a person or persons who have for the time being agreed to acquire or have acquired any Apartment or Apartments situated in the said building but shall not include a tenant or licensee of such Apartment Owner.
- aa) All words importing singular shall include plural and vice versa and words imparting the masculine shall include the feminine and neuter and vice versa.
- bb) The headings in this agreement are for ease of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- cc) Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days or dates.
- dd) All monetary amounts are expressed in Indian Rupees. All payments of sums, charges, fees, costs expenses and other amounts contemplated in this agreement shall be paid in Indian Rupees.
- ee) All references to Article section and numbers refer to Articles and sections of this Agreement and all references to schedule refer to the Schedules attached hereto.
- ff) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this Agreement as a whole and not to any particular Article or section hereof.

- gg) Any reference to any act of Parliament or State legislature in India refers to that act as it applies at the date of this Agreement whether general or specific shall be deemed to include any amendment, replacement or reenactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, consent, permission made thereunder.
- hh) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or innovated.
- ii) Any covenant by the Allottee/Purchaser not to do any act shall be deemed to include an obligation by the Allottee/Purchaser that the Promoter/Developer will not allow, suffer or permit the act to be done.

RECITALS

A. By virtue of registered Deed of Partition dated 28th day of April 1962 registered at the office of the Sub-Registrar Alipore in Book No.I, Volume No.72, Pages 10 to 51, Being No.3576 for the year 1962 All That piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with the sheds structures messuages tenements constructed thereon and morefully described in Part-I of the Schedule thereunder written together with undivided half share in the 43 feet long passage running South to North for ingress and egress thereto situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No. 558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata (formerly Calcutta) together with all easements and appurtenances thereto hereinafter referred to as the "said premises" and morefully and particularly described in the First Schedule hereunder written was allotted to Mr. Durga Prasad Agrawal absolutely and forever.

B. By a Deed of Gift dated 27th April, 1989 registered at the office of the Registrar of Assurances Calcutta in Book No.I, Volume No.151, Pages 223 to 243, Being No.4865 for the year 1989 made between Durga Prasad Agrawal therein referred to as the Donor of the One Part and Rajesh Kumar Agrawal son of Sri Jugal Kishore Agrawal and Sajjan Kumar Agrawal son of Sri Braj Mohan Agrawal therein referred to as the Donees of the Other Part, the said Donor in consideration of natural love and affection transferred and conveyed by way of gift unto the said Donees amongst other properties ALL THAT piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with the sheds structures messuages tenements constructed thereon and morefully described in Part-I of the Schedule thereunder written together with undivided half share in the 43 feet long passage running South to North for ingress and egress thereto situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No. 558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata (formerly Calcutta) together with all easements and appurtenances thereto hereinafter referred to as the "said premises" and morefully and particularly described in the First Schedule hereunder written.

C. By virtue of the aforesaid Deed of Gift dated 27th April, 1989 the said Rajesh Kumar Agrawal son of Sri Jugal Kishore Agrawal and Sajjan Kumar Agrawal son of Sri Braj Mohan Agrawal became absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises being All That piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with sheds structures messuages tenements constructed thereon situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No.558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata (formerly Calcutta) together with right of ingress and egress into or upon the 43 feet wide common passage running South to North morefully and particularly described in the First

Schedule hereinafter referred to as the "said premises" each of them having undivided half share into or upon the same free from all encumbrances and charges.

D. Dinesh Kumar Agrawal and Sajjan Kumar Agrawal are sons of Late Braj Mohan Agrawal and Rajesh Kumar Agrawal is son of Sri Jugal Kishore Agrawal as such it was mutually decided by Sajjan Kumar Agrawal and Rajesh Kumar Agrawal to transfer a portion of the said premises out of their respective 50% share in the said premises unto and in favour of Dinesh Kumar Agrawal being the brother of Sajjan Kumar Agrawal.

E. In view of the aforesaid it was decided that Sajjan Kumar Agrawal shall transfer out of his undivided half share or 50% share in the said premises All That undivided 20% share into or upon the said premises in favour of his brother Dinesh Kumar Agrawal to enable Dinesh Kumar Agrawal to become the Owner of undivided 20% share in the said premises.

F. It was further decided that Rajesh Kumar Agrawal shall transfer out of his undivided half share or 50% share in the said premises All That undivided 10% share into or upon the said premises in favour of his cousin brother Dinesh Kumar Agrawal to enable Dinesh Kumar Agrawal to become the owner of undivided 10% share in the said premises.

G. By virtue of the aforesaid by a Deed of Gift dated 13th June 2011 registered at the office of the Additional Registrar of Assurance-I of Kolkata in Book No.I, CD Volume No.12, Pages 2226 to 2240 Being No.05043 for the year 2011 and made between Sajjan Kumar Agrawal therein described as the Donor of the One Part and Dinesh Kumar Agarwal therein described as the Donee of the Other Part the said Sajjan Kumar Agrawal in consideration of natural love and affection transferred and conveyed by way of Gift unto and in favour of Dinesh Kumar Agrawal being the Donee therein All That undivided 20% share out of his undivided 50% share into or upon the said premises on the terms and conditions stated therein.

H. By another Deed of Gift dated 13th June, 2011 registered at the office of the Additional Registrar of Assurance-I of Kolkata in Book No.I, CD Volume No.12, Pages 2211 to 2225 Being No.05042 for the year 2011 and made between Rajesh Kumar Agarwal therein described as the Donor of the One Part and Dinesh Kumar Agarwal therein described as the Donee of the Other Part the said Rajesh Kumar Agrawal in consideration of natural love and affection transferred and conveyed by way of Gift unto and in favour of Dinesh Kumar Agrawal being the Donee therein All That undivided 10% share out of his undivided 50% share into or upon the said premises on the terms and conditions stated therein.

I. In view of the aforesaid the following Owners had undivided share in the said premises in the proportion as stated hereunder :-

- | | | | |
|----|----------------------|---|-----------|
| 1. | Rajesh Kumar Agrawal | - | 40% share |
| 2. | Sajjan Kumar Agrawal | - | 30% share |
| 3. | Dinesh Kumar Agrawal | - | 30% share |

J. The said Dinesh Kumar Agrawal being one of the Co-Owners of the said premises decided to sell and transfer his undivided 30% share into or upon the said premises in favour of Super Towers Private Ltd.

K. By virtue of the aforesaid by a Deed of Conveyance dated 14th day November, 2011 registered at the office of the Registrar of Assurances, Kolkata in Book No.I, Volume No.21, Pages 7248 to 7274 being No.09764 for 2011 the said Dinesh Kumar Agrawal with the consent and concurrence of the other Owners herein namely Rajesh Kumar Agrawal and Sajjan Kumar Agrawal sold transferred conveyed by way of sale assured and assigned All That undivided 30% share into or upon All That piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with sheds structures messuages tenements constructed thereon situate lying at and being portion of Dag No.50 under Khatian

No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No.558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata – 700038 (formerly Calcutta) together with right of ingress and egress into or upon the 43 feet wide common passage running South to North unto and in favour of Super Towers Pvt. Ltd. for the consideration and on the terms and conditions stated in the said Deed of Conveyance.

L. In view of the aforesaid the following persons are the undivided Owners of the said premises in the following proportion :-

1. Rajesh Kumar Agrawal - 40% share
2. Sajjan Kumar Agrawal - 30% share
3. Super Towers Pvt. Ltd. - 30% share

M. By virtue of the aforesaid the said Rajesh Kumar Agrawal, Sajjan Kumar Agrawal and Super Towers Pvt. Ltd. hereinafter collectively called the Owners became absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises being All That piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with sheds structures messuages tenements constructed thereon situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No.558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road) Kolkata – 700038 (formerly Calcutta) together with right of ingress and egress into or upon the 43 feet wide common passage running South to North morefully and particularly described in the First Schedule hereinafter referred to as the "said premises" each of them having an undivided share into or upon the same in the proportion as stated hereinabove free from all encumbrances and charges.

N. The said Rajesh Kumar Agrawal and the said Sajjan Kumar Agrawal are interested in developing the said premises by way of construction of new building

thereon and as such approached the said Super Towers Pvt. Ltd. being the Co-Owner of the said premises as stated hereinabove for developing the same.

O. The said Super Towers Pvt. Ltd. hereinafter referred to as the Co-Owner/Promoter/ Developer has requisite experience and resources to carry out construction of a new building thereon in terms of a plan to be sanctioned by the authorities of the Kolkata Municipal Corporation.

P. In view of the aforesaid the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal entered into a Development Agreement dated 20th December, 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2018, pages 413232 to 413270 being No.190109711 for the year 2018 with the Promoter/Developer herein.

Q. The said premises is earmarked for the purpose of building of a residential project, comprising one multistoried apartment buildings and the said project shall be known as ("Project").

R. The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed.

S. The[Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide its approval dated Bearing registration no.

T. In pursuance of the said Development Agreement dated 20th December, 2018 the Promoter/Developer herein caused preparation of plan hereinafter called the said plan for construction of a new residential building consisting of Apartments/Constructed Spaces at the said premises hereinafter called the "Said Building" capable of being

occupied independently together with amenities and facilities therein and the said project shall be known as _____.

U. The said building plan being B.P. No. _____ dated _____ was duly sanctioned by the appropriate authority of the Kolkata Municipal Corporation and accordingly the Promoter/Developer has commenced construction of the said residential building on the said premises in accordance therewith.

V. The Promoter/Developer has obtained sanctioned plan, specification and approvals for the project and also for the construction of the building from the Kolkata Municipal Corporation. The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. If the plan sanctioned is required to be modified/amended due to any change of law and/or statutory requirement in such an event the Apartment plan of the Allottee/Purchaser should not change to a major extent.

W. The said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal and the Promoter/Developer has registered the said project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (HIRA) Act, with the Housing Industry Regulatory Authority at _____ on _____ under registration No. _____ and the Xerox copy of the Registration Certificate of the Project granted by the West Bengal Housing Industry Regulation Act, 2017 is annexed hereto.

X. By virtue of the said Development Agreement dated 20th December, 2018, it has been agreed between the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal and the Promoter/Developer that the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal and the Promoter/Developer shall sell and transfer the constructed areas comprising in their respective Allocations consisting of Apartments to be used for residential purposes by way of sale unto and in favour of intending Allottees/Purchasers

and the sale proceeds arising in respect thereof shall be apportioned by the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal and the Promoter/Developer exclusively in proportion of their respective allocations as stated in the said Development Agreement.

Y. In view of what is stated hereinabove the Allottee/Purchaser herein vide application no. _____ dated _____ has approached the Promoter/Developer for acquiring All That Apartment No. _____ containing Carpet area of about _____ Sq.ft., Built-up area of about _____ Sq.ft. and Super built-up area of about _____ Sq.ft. be the same a little more or less on the _____ floor of the said building together with right to park _____ car in the parking area on the ground floor of said building together with the undivided proportionate share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building appertaining thereto hereinafter collectively referred to as the “said Apartment” which is a part of the Promoter’s/Developer’s Allocation for residential purpose only.

Z. In terms of the said Development Agreement it was agreed that the Promoter/Developer shall be entitled to appropriate the entire consideration amount payable in respect of the apartments allocated to the Promoter/ Developer and the said consideration amount paid by the Allottee/Purchaser shall be inclusive of the costs of construction as well as the sale of the undivided proportionate share in the land attributable to the said apartment and accordingly the Allottee/Purchaser is completely discharged from the obligation of making payment of any consideration amount towards costs of undivided proportionate share in the land comprised in the said premises and attributable to the said Apartment to the said Rajesh Kumar Agrawal and Sajjan Kumar Agrawal herein and the Rajesh Kumar Agrawal and Sajjan Kumar Agrawal are fully satisfied in respect of receipt of the consideration amount paid by the Purchaser to the Promoter/Developer herein ;

AA. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

BB. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Apartment and the car parking space as specified herein.

DD. In view of the said approachment by the Allottee/Purchaser the Promoter/Developer has agreed to sell and the Allottee/Purchaser has agreed to purchase All That Apartment No._____ containing Carpet area of about _____ Sq.ft., Built-up area of about _____ Sq.ft. and Super built-up area of _____ Sq.ft. be the same a little more or less on the _____ floor of the said building together with right to park _____ car in the parking area on the ground floor of said building together with the undivided proportionate share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building appertaining thereto hereinafter collectively referred to as the “said Apartment” subject to the terms conditions covenants and stipulations as stated hereunder.

EE. On or before execution of this Agreement the Allottee/Purchaser has inspected, examined and got itself acquainted and fully satisfied about the title of the Owners and the Promoter/Developer in respect of the said Apartment, sanctioned plan, the measurement of the Carpet area of about _____ Sq.ft., Built-up area of about _____ Sq.ft. and Super built-up area of the said Apartment and the specifications

therein and the said building and has accepted the same as envisaged herein and shall not be entitled to raise any query or objection thereto and the Allottee/Purchaser has further agreed and undertakes to pay the entire consideration agreed to be paid as stated hereunder as well as various deposits and additional amount as specified hereunder to the Promoter/Developer as indicated in the Third Schedule stated hereunder.

2. REPRESENTATIONS OF OWNERS/PROMOTER/DEVELOPER

- a) The Owners are absolute owner of the said premises and have marketable title to the said premises.
- b) There are no encroachments, easements or rights of way on, over, under or across the said premises or any part of it.
- c) The Owners and Promoter/Developer shall convey, transfer by way of sale the said apartment as agreed herein free from encumbrances charges liens mortgage.

3. TITLE AND PRE-CONTRACT INSPECTION BY ALLOTTEE / PURCHASER

- 3.1 The Allottee/Purchaser has inspected and examined the title of the Owners/Promoter/Developer including the said title documents and purchases it with full knowledge of its actual state and conditions and the Allottee/Purchaser accepts the title and further agrees and covenants not to raise any objections thereto or make any requisitions in connection therewith.
- 3.2 The Allottee/ Purchaser has entered into this agreement on the basis of the terms and conditions of this agreement as stated herein and not in reliance or any representation or warranty either oral or written and whether express or implied made by or on behalf of the Owners and Promoter/Developer.
- 3.3 The Allottee/Purchaser has prior to the execution of this agreement already inspected and satisfied himself/herself/themselves/itself about the physical

nature and measurement of the said premises as mentioned in the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed building.

3.4 The Allottee/Purchaser shall take the apartment as it shall stand as per the sanctioned plan provided however the Allottee/Purchaser hereby empowers to the Promoter/Developer to make minor additions and alterations in the said Apartment subject to compliance of HIRA Act, 2017 if any.

3.5 The Owners and Promoter/Developer are not liable or bound in any manner by any verbal or written statements, representations of any real estate broker, employee agent or any other person professing to represent the Owners and Promoter/Developer.

NOW THEREFORE, in consideration of mutual representation, covenants, assurances and promises and agreement contained herein and other good and valuable consideration the Owners, Promoter/Developer and the Allottee/Purchaser have now agreed to record terms and conditions of sale as stated hereunder :

4. **TERMS :**

4.1 Subject to the Terms and conditions as detailed in this agreement The Promoter/Developer out of its allocation with the consent of the other Co-Owners have agreed to sell and transfer and the Allottee/Purchaser has agreed to purchase and acquire ALL THAT the said Apartment No. _____ containing Carpet area of about _____ Sq.ft., Built-up Area of about _____ Sq. ft. and Super Built up area of about _____ Sq.ft. on the _____ floor of the building at the said premises together with right to park _____ car in the parking area of the ground floor of the

said building constructed at the said premises together with undivided proportionate impartible variable share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, attributable thereto hereinafter collectively referred to as “said Apartment” and more fully described in the Second Schedule hereunder written and delineated in the Plan hereto attached together with right to use common areas and amenities appertaining thereto but subject to the Allottee/Purchaser making payment of all the amounts agreed to be paid by the Allottee/Purchaser to the Promoter/Developer and also performing and observing all the terms and conditions hereinafter appearing.

4.2 The total price for the said Apartment based on the carpet area is Rs. _____ (Rupees _____) only the particulars of which are morefully described in the Third Schedule hereunder written.

4.3 The total price includes the booking amount paid by the Allottee/Purchaser to the Promoter/Developer towards the Apartment.

4.4 The common areas and amenities in the said premises shall be such as shall be necessary or be required and as thought fit and determined by the Promoter/Developer for the beneficial enjoyment of the Said Apartment and such common areas and amenities shall be declared and/or identified by the Promoter/Developer in its discretion.

4.5 The undivided proportionate share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, shall always remain impartible and variable.

4.6 The right of the Allottee/Purchaser shall remain restricted to the Said Apartment only and ingress and egress over the common paths and passages leading to the said Apartment and the Allottee/Purchaser shall have no right nor shall claim any

right over and in respect of any other Apartments, constructed areas and other areas or open space of the said premises.

4.7 The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the said Project payable by the Promoter/Developer upto the date of the handing over the possession of the Apartment/Plot to the Allottee/Purchaser and the Project to the association of Allottee/Purchasers or the competent authority, as the case may be, after obtaining the completion certificate. Also includes Extras and Deposits, Incidental Charges etc. which is mutually fixed and non-negotiable and the Allottee/Purchaser consents to the same and will not raise any issues in this regard in future.

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee/Purchaser.

4.9 The Promoter/Developer shall periodically intimate to the Allottee/ Purchaser, the amount payable as stated herein (i) above and the Allottee/Purchaser shall make payment demanded by the Promoter/Developer within 15 (fifteen) days from the date and in the manner specified therein of such written intimation. In addition, the Promoter/Developer shall provide to the Allottee/Purchaser 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.

4.10 In addition to the aforesaid purchase price, the Allottee/Purchaser shall pay interest free deposits and additional amounts as detailed in the Third Schedule hereunder written and payment of such amounts shall be made at or before taking possession of the said Apartment to the Promoter/Developer and in case the exact liability on any head cannot be quantified, then the payment shall be made according to the Promoter/Developer reasonable estimation subject to subsequent accounting and settlement within a reasonable period.

4.11 No right title and interest of any nature whatsoever is being created in favour of the Allottee/Purchaser in respect of the said Apartment by virtue of this agreement until the Allottee/Purchaser has paid or deposited all the amounts herein agreed to be paid or deposited and until execution and registration of the Deed of Conveyance in favour of the Allottee/Purchaser in respect thereof.

4.12 The Total Price of Apartment/ Plot 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as stated herein and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project as well as all charges and costs of extra works for any alterations in the said Apartment which the Promoter/Developer may provide at the request of the Allottee/Purchaser subject to approval by the Architects or appropriate authorities as the case may be.

4.13 If prior to execution of the conveyance, the Allottee/Purchaser nominates his/their booked apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee/Purchaser may do so with the permission of the Promoter/Developer. However the first 24 (twenty four) months from the date of

Application/Booking shall be a Lock-in Period during which time the Allottee/Purchaser shall not be permitted to nominate in favor of any third party. At the time of nomination, the Transferee will be compulsorily required to register the Agreement for sale/nomination agreement.

4.14 The Allottee shall pay a sum calculated @ ___% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter/Developer. Any additional income tax liability that may become payable by the Promoter/Developer due to nomination by the Allottee/Purchaser because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee/Purchaser paying to the Promoter/Developer agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee/Purchaser on or before nomination.

4.15 The Total Price is escalation free, save and except increases which the Allottee/Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee/Purchaser which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any,

granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee/Purchaser.

4.16 The Allottee/Purchaser shall make the payment as per the payment plan set out the Third Schedule hereunder written.

4.17 The Allottee/Purchaser has been made aware that as required by the provisions of Section 13 of the Act, this Agreement is required to be registered.

4.18 The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/Purchaser by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoter/ Developer.

4.19 It is agreed that the Promoter/Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in Sixth Schedule hereunder written (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said Apartment as the case may be, without the previous written consent of the Allottee/Purchaser as per the provisions of the Act.

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

4.20 The Promoter/Developer shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in structural defect. The Association of Allottees/Purchaser shall take the responsibility for proper safety, maintenance (including continuance of annual

maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter/Developer, for which the Promoter/Developer shall not be liable after handing over.

4.21 The Promoter/Developer shall confirm the final carpet area of the said Apartment that has been allotted to the Allottee/Purchaser after construction of the building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area than the Promoter/Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee/Purchaser, the Promoter/Developer may demand that from the Allottee/Purchaser as per the next milestone of the Payment Plan as provided in the Third Schedule hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed in this agreement.

4.22 Subject to Para 14.3 the Promoter/Developer agrees and acknowledges, that the Allottee/Purchaser shall have the right to the said Apartment as mentioned below:

- i) The Allottee/Purchaser shall have exclusive ownership of the said Apartment;
- ii) The Allottee/Purchaser shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee/Purchaser in the common areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall handover the common areas to the association of

Allottee/Purchaser after duly obtaining the completion certificate from the competent authority as provided in the Act;

- iii) That the computation of the price of the said Apartment includes recovery of price of land, construction of, [not only the said Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Apartment, lift, water connection and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 15 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and the Project;
- iv) The Allottee/Purchaser has the right to visit the Project site to assess the extent of development of the Project and the said Apartment as the case may be;

4.23 It is made clear by the Promoter/Developer and the Allottee/Purchaser agrees that the said Apartment along with _____ car parking space shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Purchaser of the Project.

4.24 The Promoter/Developer agrees to pay all outgoings/ dues before transferring the physical possession of the said Apartment to the Allottee/Purchaser which it has collected from the Allottee/Purchaser for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity,

maintenance charges, (i.e. 3(three) months from notice of possession) 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/Developer fails to pay all or any of the outgoings/ dues collected by it from the Allottee/Purchaser or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee/Purchaser the Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

4.25 The Allottee/Purchaser has paid a some of Rs._____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the said Apartment at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the said Apartment as prescribed in the payment plan at being the Third Schedule hereunder written as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee/Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, which at present is the prime lending rate of the state Bank of India plus two percent p.a.

5. MODE OF PAYMENT:

Subject to the terms of this agreement and the Promoter/Developer abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Promoter/Developer, within the stipulated time as mentioned in the payment plan through account payee cheque or banker's cheque or online payment (as applicable) in favor of Promoter/Developer.

6. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

6.1 The Allottee/Purchaser if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approval which would enable the Promoter/Developer 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 Regulation of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

6.2 The Promoter/Developer accepts no responsibility in regard to matters specified in the above para. The Allottee/Purchaser shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any, under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said Apartment in any way and the Promoter/ Developer shall be issuing the payment receipts in favor of the Allottee/ Purchaser only.

7. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

8. TIME IS ESSENCE :

8.1 Time is essence for the Promoter/Developer as well as the Allottee/Purchaser. The Developer/Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee/Purchaser and the common areas to the Association of Allottee/Purchaser or the competent authority, as the case may be, subject to the same being formed and registered as per law.

8.2 The Promoter/Developer is expected to complete the said Apartment within _____ with grace period of 6 (six) months as a residential building in the usual and normal manner including obtaining completion certificate from the Kolkata Municipal Corporation or any other authority or authorities as the case may be. A certificate issued by the Architect of the said Apartment in respect of quality of construction thereof shall be final conclusive and binding on the Allottee/Purchaser.

8.3 It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In those areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.

9. CONSTRUCTION OF THE PROJECT/APARTMENT :

The Allottee/Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities as stated in this Agreement which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, 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 bye-laws, FAR, and density norms and provisions prescribed by the West Bengal Municipal Act, 2006 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of this Agreement.

10. **MODIFICATION**

The Promoter/Developer shall have right to effect suitable alterations/additions/improvements/modifications in the said Plan and other Plan or Plans and/or layout plan of the said building for raising further floor or the said Apartment and/or for applying commercial sanction in accordance with provisions of the Kolkata Municipal Corporation if and when necessary as may be required by the Architect and or in accordance with provisions of HIRA Act, 2017 and the Allottee/Purchaser hereby consents to the same.

11. **POSSESSION OF THE APARTMENT :**

11.1 **Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/Purchaser and the common areas to the Association of Allottee/Purchaser or the competent authority, as the case may be, is the essence of the Agreement. Provided that the Promoter/Developer shall be entitled to reasonable extension of time as agreed by and between the Allottee/Purchaser and the Promoter/Developer for giving possession of the said Apartment on the aforesaid date and the same shall not include

the period of extension given by the Authority for registration. The Promoter/Developer assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on----- unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). Such Force Majeure may also include Labour Unrest, Local problem such as Riot Mob-violence. Threat, Terrorist Attack Prohibitory order from court of Law or Kolkata Municipal Corporation or delay in granting occupancy certificate. If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser 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 are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/Purchaser the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee/Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/Purchaser, the Allottee/Purchaser agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

11.2 It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter/Developer and the Allottee/Purchaser shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

11.3 Procedure for taking possession - The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment], to the Allottee/Purchaser in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that under no circumstances the Allottee/Purchaser shall be entitled to claim possession unless all the dues of the Promoter/Developer including those over and above the Allottee/Purchaser price of the said Apartment have been fully paid and discharged by the Allottee/Purchaser. However upon the Promoter/Developer giving a written notice the Allottee/Purchaser shall take possession of the Apartment within 15 days of the written notice. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser/Developer after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer Association of Allottees/Purchasers, as the case may be, after the issuance of completion certificate for the Project. The Promoter/Developer shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee/Purchaser at the time of execution of Deed of conveyance of the same.

11.4 Deemed Possession

It is understood by the Allottee/Purchaser that even if the Allottee/Purchaser fails to take possession of the Apartment within the date such possession is offered by the Promoter/Developer, the Allottee/Purchaser shall be deemed to have taken possession on the 15th day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee/Purchaser takes physical possession of the Apartment, will be deemed to be the deemed possession date _____

11.5 Failure of Allottee/Purchaser to take possession of Apartment - Upon receiving a written intimation from the Promoter/Developer as stated hereinabove, the Allottee/Purchaser shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as

prescribed in this Agreement and the Promoter/Developer shall give possession of the Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided such Allottee/Purchaser shall continue to be liable to pay maintenance charges municipal taxes and other outgoings as specified herein.

11.6 Possession by the Allottee/Purchaser - After obtaining the occupancy certificate/completion certificate/partial Completion Certificate and handing over physical possession of the Apartment to the Allottee/Purchaser, it shall be the responsibility of the Promoter/Developer to handover the necessary documents and plan, including common areas to the Association of Allottee/Purchasers or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter/Developer shall handover the necessary documents and plans, including common areas, to the Association of Allottee/Purchaser or the competent authority, as the case may be, within thirty days after obtaining the Completion Certificate / Partial Completion Certificate as per local laws.

11.7 Cancellation by Allottee/Purchaser - The Allottee/Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the Project without any fault of the Promoter/Developer the Allottee/Purchaser shall serve a 90(ninety) days notice in writing to the Promoter/Developer and on the expiry of the said period the allotment shall stand cancelled and the Promoter/Developer herein is entitled to forfeit the booking amount and 10% of the consideration amount, interest as per applicable laws and applicable GST payable on such cancellation charges paid for the allotment. The balance amount of money paid by the Allottee/Purchaser shall be returned by the Promoter/Developer to the Allottee/Purchaser within forty-five days of such cancellation.

11.8 **Compensation** – The Promoter/Developer shall compensate the Allottee/Purchaser 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 Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or is unable to give possession of the said 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/Developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter/Developer shall be liable, on demand to the Allottee/Purchaser, in case the Allottee/Purchaser 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 including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee/Purchaser does not intent to withdraw from the Project the Promoter shall pay the Allottee/Purchaser interest for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee/Purchaser within forty-five days of it becoming due.

12. **DEFAULTS IN PAYMENT**

12.1 Time is expressly declared to be the essence of this agreement.

12.2 Notwithstanding anything herein contained, in case the Allottee/ Purchaser commits default in performing and observing covenants/obligations herein including those for payment then and in such an event, a notice for demand shall be issued specifying the time which shall not exceed 60 days from the due date and if the said

payment is not received within the time specified in the notice then this agreement shall stand terminated at the discretion of the Promoter/Developer and in such event all rights and claims of the Allottee/Purchaser against the Owners and Promoter/Developer and/or the said Apartment shall stand extinguished.

12.3 In case of termination and/or cancellation of this Agreement, the Promoter/Developer shall forfeit the booking amount of the total purchase price of the said Apartment and 10% of the consideration amount and interest as per applicable laws and brokerage paid if any as liquidated damages and the applicable GST payable on such Cancellation Charges and refund to the Allottee/Purchaser the entire balance amount paid by the Allottee/Purchaser without any interest. Provided however the Promoter/Developer shall refund the said balance amount subject to sale of the said Apartment to the Third Party and realization of the sale proceeds thereof. Provided however it is made clear that the Allottee/Purchaser shall be at liberty to apply for refund of the GST and other taxes and Promoter/Developer shall not be liable for the refund of the same.

12.4 For the period of late payment or in case the Promoter/Developer condones the default of the Allottee/Purchaser even for a period more than the stipulated grace period provided in the notice then and in such event, the Allottee/Purchaser shall along with such dues and/or arrears, pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the period of default on all amounts remaining unpaid. Any condonation granted by the Promoter/Developer shall not amount to waiver of the future defaults or breaches.

12.5 In case of Delay on part of the Promoter/Developer to complete the construction of the said Apartment within the stipulated time as stated herein above, then the Promoter/Developer shall pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the delay in construction subject to however Force Majeure.

12.6 In case of Delay on part of the Promoter/Developer to complete the construction of the said Apartment within the stipulated time as stated herein above, then the Allottee/Purchaser may exercise the following option :-

- i) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund, subject to forfeiting the booking amount and 10% of the consideration amount of the said Apartment and interest as stated in hereinabove and subject to the second proviso below, the entire money paid by the Allottee/Purchaser under any head whatsoever towards the sale of the Apartment and the Promoter/Developer shall pay interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee/Purchaser does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules of HIRA, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the Allottee/Purchaser within 45 (forty-five) days of it becoming due.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- i) The Owner have absolute, clear and marketable title with respect to the said premises and the Promoter/Developer has requisite rights to carry out development upon the said premises and the Promoter/Developer has actual, physical and legal possession of the said premises for the Project;
- ii) The Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii) There are no encumbrances upon the said premises or the Project;

- iv) There are no litigations pending before any Court of law or Authority with respect to the said premises, Project or the Apartment;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said premises, Building and Apartment and common areas till the date of handing over the Project to the Association of the Allottees.
- vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- vii) The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said premises, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/Purchaser and the common areas to the association of Allottee/Purchaser or the competent authority, as the case may be;
- x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/Purchaser and the Association of Allottee/Purchaser or the competent authority, as the case may be;

- xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said premises) has been received by or served upon the Promoter/Developer in respect of the said premises and/or the Project.

14. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

14.1. Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of default, in the following events:-

- i) The Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee/Purchaser within the time period specified herein above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- ii) Discontinuance of the Promoter's business as a Promoter/Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

14.2 In case of default by the Promoter/Developer under the conditions listed above, Allottee/Purchaser is entitled to the following:-

- i) Stop making further payments to the Promoter/Developer as demanded by the Promoter/Developer. If the Allottee/Purchaser stops making payments, the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any interest; or
- ii) The Allottee/Purchaser 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/Purchaser under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee/Purchaser does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the Allottee/Purchaser within forty-five days of it becoming due.

Provided further that all amounts collected as taxes, levies, charges impositions and deposited with the appropriate authorities shall not be returned by the Promoter/Developer and the Allottee/Purchaser shall be free to approach the concerned authorities for refund of the same.

14.3 The Allottee/Purchaser shall be considered under a condition of default, on the occurrence of the following events:

- i) In case the Allottee/Purchaser fails to make payments for 60 (sixty) days from the due date made by the Promoter/Developer as per the payment plan

annexed hereto, despite having been issued notice in that regard, the Allottee/Purchaser shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in the Rules.

- ii) In case of default by Allottee/Purchaser under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee/Purchaser and refund the money paid to him by the Allottee/Purchaser by deducting the booking amount of 10% of total consideration amount and the interest liabilities and the applicable GST payable on such cancellation charges and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee/Purchaser about such termination at least thirty days prior to such termination.

15. CONVEYANCE OF THE SAID APARTMENT :

The Promoter/Developer, on receipt of Total Price of the Apartment including the stamp duty registration charges and all other initial and legal expenses as demanded within the period mentioned in the demand letter as stated under the Agreement from the Allottee/Purchaser shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee/Purchaser:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee/Purchaser shall be carried out by the Promoter/Developer within three months from the date of issue of occupancy certificate.

However, in case the Allottee/Purchaser fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the

Allottee/Purchaser authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee/Purchaser

16. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Promoter shall be responsible for providing and maintaining the essential services in the Project, for three months from the possession date till the taking over of the maintenance of the Project by the Association of Allottee/Purchasers upon the issuance of the completion certificate of the Project.

17. DEFECT LIABILITY :

17.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the Allottee/Purchaser from the date of obtaining completion certificate and Notice of possession, it shall be the duty of the Promoter/Developer to rectify such defects through the structural engineer without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter/Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee/Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter/Developer.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee/Purchaser, without first notifying the Promoter/Developer and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the

state and condition of the area of the purported defect, then the Promoter/Developer shall be relieved of its obligations as contained herein.

17.2 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee/Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Allottee/Purchaser of their respective flats should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case of non-payment of maintenance charges by the Allottee/Purchaser and there being discontinuation of proper maintenance in that event the Promoter/Developer should not be held as liable as default on its part under this clause.

Notwithstanding anything contained in the above clause the following exclusions are made

- a. Equipment (lifts, generator, motors, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter/Developer shall transfer manufacturers guarantees/warrantees to the Allottee/Purchaser or Association of Allottees/Purchasers as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations, deviations, misalignments, including expansion, quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment/building and if the annual maintenance contracts are not done /renewed by the Allottees/Purchasers, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the Unit/Building excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee/Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

18. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ maintenance agency/Association of Allottee/Purchasers shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the Association of Allottee/Purchasers 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.

19. **USAGE:**

Use of Basement(s) and service areas:- The basement 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/Purchaser 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 used by the Association of Allottee/Purchasers for rendering maintenance services.

20. **COMPLIANCE WITH RESPECT TO THE APARTMENT :**

20.1 Subject to Para 16 above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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 building is not in any way damaged or jeopardized.

20.2 The Allottee/Purchaser further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee/Purchaser also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the

common passages or staircase of the building. The Allottee/Purchaser shall also not remove any wall, including the outer and load wall of the Apartment.

20.3 The Allottee/Purchaser shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of Allottee/Purchasers and/or maintenance agency appointed by the association of Allottee/Purchasers. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

21. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

22. ADDITIONAL CONSTRUCTIONS:

22.1 The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

23.1 After the Promoter/Developer executes this Agreement they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such Apartment.

23.2 The Allottee/Purchaser shall have the right to obtain loan, finance from any Bank/Financial Institution for the purpose of creating a mortgage in respect of the said Apartment provided however the Mortgagee shall observe and perform all the covenants

restrictions stipulations terms and conditions including payment of various charges and deposits as agreed in this Agreement.

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

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

25. **BINDING EFFECT :**

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

26. **RESTRICTIONS COVENANTS AND OTHER OBLIGATIONS**

26.1 As from the date of possession of the Said Apartment, the Allottee/Purchaser agrees and enter into the following restrictive covenants as well as those morefully and particularly described in the Seventh Schedule hereunder written that the said Apartment will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions and such covenants shall run with and bind the said Apartment so as to benefit the Allottee/Purchaser but not so as to render the Allottee/Purchaser personally liable for any breach of a restrictive covenant after he has parted with all interest in the said Apartment and to contain the same in the Deed of Conveyance of the said Apartment.

- i) To pay proportionate maintenance charges including management fees applicable to the said Apartment and to co-operate with the Promoter/ Developer, Maintenance Agency/Association in the management and maintenance of the said common areas together with amenities and facilities of the said building.
- ii) To observe the rules or regulations as may be framed from time to time by the Promoter/Developer and/or Maintenance Agency /Association in respect of the said building;
- iii) To allow the authorized representatives of the Promoter/Developer and/or Maintenance Agency with or without workmen to enter into the said Apartment for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other Apartment the said building.
- iv) To observe and perform the restrictions terms and conditions as mentioned in the Seventh Schedule hereunder written
- v) The Allottee/Purchaser hereby covenants with the Promoter/Developer that :-
 - a) The Allottee/Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area of the said building (save those reserved unto the Promoter/Developer) along with the

other Apartment holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Promoter/Developer or the other Apartment holders;

b) To regularly and punctually pay and discharge to the Promoter/Developer and/or Maintenance Agency or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the Said Apartment and the rights appurtenant thereto and also proportionately for the common areas and/or portions as described under the Fourth Schedule and the common expenses as described in the Fifth Schedule hereunder written in advance within the 7th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Apartment has been taken or not by the Allottee/Purchaser;

c) The proportionate rate and/or amount payable by the Allottee/Purchaser for the common expenses which shall include Management fees shall be decided by the Promoter/Developer and/or Maintenance Agency from time to time and the Allottee/Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Promoter/Developer and/or Maintenance Agency shall be conclusive final and binding and the Allottee/Purchaser shall not be entitled to dispute or question the same;

d) So long as each Apartment in the building is not separately assessed and mutated, the Allottee/Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said building

and such proportion to be determined by the Promoter/Developer on the basis of the area of the said Apartment;

e) After taking delivery of the Said Apartment and registration of the Deed of Conveyance, the Allottee/Purchaser shall take steps to have the Said Apartment separately assessed and mutated. The Allottee/Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

f) In case the Allottee/Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Promoter/Developer and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Allottee/Purchaser and/or the Said Apartment, including electricity, water supply and/or other services, amenities and facilities during the time that the Allottee/Purchaser is in default. In addition the said Apartment shall be deemed to be charged in favour of the Promoter/Developer and/or Maintenance Agency and/or Association as the case may be for all such amounts falling due together with interest;

g) In case the Promoter/Developer and/or Maintenance Agency condones the default of the Allottee/Purchaser, then and in such event, the Allottee/Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Promoter/Developer and/or Maintenance Agency and also interest at the rate of 18% percent per month for the period of default on all amounts remaining unpaid together with reconnection charges;

27. COST OF SERVICES CONSUMED

The Allottee/Purchaser shall pay to the suppliers all charges for electricity, water, telecommunications and other services consumed or used at or in relation to the

said Apartment including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.

28. WORKS REQUIRED BY STATUTE, DEPARTMENT OF AUTHORITY

The Allottee/Purchaser must exercise all works and maintain all arrangements on or in respect of the said Apartment that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority regardless of whether such requirements are imposed on the Owner/Promoter/Developer, occupier or any other person.

29. OBLIGATION OF THE PURCHASER / ALLOTTEE

The Allottee/Purchaser shall be liable for :

- i) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said Apartment and applicable to the said premises or the said building;
- ii) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement;
- iii) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;
- iv) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement;

30. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PURCHASER/ ALLOTTEE

30.1 The Allottee/Purchaser is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said building in general and this project in particular. That the Allottee/Purchaser hereby undertakes to comply with and carry out, from time to time even after the Allottee/Purchaser 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 said Apartment at his/her own cost.

31. **MISCELLANEOUS**

31.1 The name of the building shall be _____.

31.2 The right of the Allottee/Purchaser shall remain restricted to the Said Apartment and in no event the Allottee/Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building.

31.3 The Allottee/Purchaser shall not be entitled to use any car parking space at the said premises unless specifically allotted under this agreement.

31.4 The Allottee/Purchaser shall have no right in the roof of the building, any of the open spaces, open car parking spaces etc. at the said premises save and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Promoter/Developer and the Promoter/Developer shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Allottee/Purchaser herein shall be subject to the aforesaid right of the Promoter/Developer.

31.5 At or before the date of possession, the Allottee/Purchaser shall deposit with the Promoter/Developer necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the Promoter/Developer. Such deposit shall be treated as a security deposit which shall be

utilised or applied for the purpose of discharging the obligation of the Allottee/Purchaser to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed to be paid by the Allottee/Purchaser, then and in that event the Allottee/Purchaser shall make payment of the balance amount forthwith.

31.6 The Allottee/Purchaser shall not transfer or assign the rights under this Agreement within 2 years from the date of execution of this agreement and without prior written permission from the Owner/Promoter/Developer and till such time all payments under this Agreement are cleared.

32. MAINTENANCE OF THE BUILDING :

32.1 The Promoter/Developer shall frame a scheme for maintenance and management of common areas and common amenities and facilities of the said building and overall management and control of the common areas together with amenities and facilities in the said building shall be sold to the association as per applicable laws and all decisions with respect to the management and control shall be binding on all the Allottee/Purchasers of the said building.

32.2 The Promoter/Developer will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorate maintenance charges etc. from the Apartment holders in the said building. Such maintenance Agency shall be accountable to the Promoter/Developer and for the aforesaid purpose, each of the Allottee/Purchasers shall be obliged to execute a separate agreement with such Maintenance Agency or Promoter/Developer as the case may be.

32.3 After the Promoter/Developer appoints the said management company all the rights and obligations of the Promoter/Developer with regard to the common purposes shall be exercised by the said management company and the Promoter/Developer shall be freed and discharged from all the obligation in respect thereof.

32.4 The Promoter/Developer shall be entitled to form a separate management company for regular maintenance of the said building which shall prorate between all the Apartment holders all taxes and assessments both general and special attributable to the said building and its percentage interest.

32.5 The Allottee/Purchaser shall bear and pay the proportionate costs charges and expenses of the said building together with management fees thereof to the Promoter/Developer and/or Maintenance Agency.

32.6 The Promoter/Developer or Maintenance Agency shall keep all books of account and other records of the building in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said building.

32.7 The Allottee/Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said building.

33. ENTIRE AGREEMENT:

33.1 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/ Building, as the case may be.

34. RIGHT TO AMEND :

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

35. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ PURCHASER/ SUBSEQUENT ALLOTTEES :

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

36. WAIVER NOT A LIMITATION TO ENFORCE :

36.1 The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee/Purchaser in not making payments as per the payment plan described in the Third Schedule including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Promoter/Developer in the case of one Allottee/Purchaser shall not be construed to be a precedent and /or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees/Purchasers.

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

36.3 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions

hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

37. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser 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.

39. 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.

40. DOCUMENTATION AND PROFESSIONAL CHARGES

40.1 M/s. C.K. Jain & Company, Solicitors & Advocates of 7A, Kiran Shankar Roy Road, Kolkata – 700001 shall draw all papers, documents and drafts required in connection with the said Apartment and other Apartments in the said building as envisaged therein and the Allottee/Purchaser shall pay the Professional Fees to C.K. Jain & Co. for preparing drafting for execution and registration of the papers, documents in relation to transfer of the said Apartment in favour of the Allottee/Purchaser as shall be decided by the Promoter/Developer.

40.2 All stamp duty, registration charges and other incidental expenses in relation to agreement for sale and Deed of conveyance of the said Apartment and also any other assurances deeds and documents required to be made for or in relation thereto shall be borne and paid by the Allottee/Purchaser.

41. CONVEYANCE OF THE SAID APARTMENT

Subject to fulfillments of all the obligations by the Allottee/Purchaser, the Owners and Promoter/Developer shall execute and register appropriate Deed of Sale/Conveyance of the said Apartment unto and in favour of the Allottee/Purchaser free from mortgage and charges of whatsoever nature and the Promoter/Developer shall be entitled to raise loans in order to complete the construction of the said building from any Bank and or financial institutions.

42. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter's/Developer's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser in Kolkata after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar/District Sub-Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

43. NOTICES :

43.1 That all the notices to be served on the Allottee/Purchaser and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoter/Developer by registered post at their respective addresses specified below :-

M/s.....(Promoter's name)	Allottee(s) name
Address.....	Address.....

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

43.2 All notices and/or communication hereunder shall be in writing and digitally delivered personally by e-mail, SMS, Whatsapp or mailed by certified mail postage and dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto. If the receiving party consists of more than one person a notice to one of them is notice to all.

44. JOINT ALLOTTEE/PURCHASER :

That in case there are Joint Allottee/Purchaser all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser 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 Allottee/Purchaser.

45. SAVINGS:

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

46. GOVERNING LAW / JURISDICTION :

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

46.2 Only the Courts having territorial jurisdiction over the said premises shall have jurisdiction in all matters relating to or arising out of this agreement.

47. DISPUTE RESOLUTION / ARBITRATION :

47.1 All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996 and any fees, costs and expenses incurred by such mediation or arbitration shall be payable equally by the Apartment Allottees/Purchasers involved in such disputes.

(None of the additional clauses inserted in this agreement are in derogation and/or inconsistent with the terms and conditions of the Act and Rules and Regulation made thereunder).

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of land containing by measurement an area of 9 Cottahs and 10 Chittacks be the same a little more or less together with the sheds structures messuages tenements constructed thereon together with undivided half share in the 43 feet long passage running South to North for ingress and egress thereto situate lying at and being portion of Dag No.50 under Khatian No.292, J.L. No.9 situate at Mouza Sahapur Pargana Magura, Touzi No.101 since renumbered as premises No. 558, S.N. Roy Road (formerly 107 and 393, S.N. Roy Road), P.S. Behala, Kolkata – 700038 (formerly Calcutta) within Kolkata Municipal Corporation Ward No.118 and butted and bounded as follows:-

ON THE NORTH : By Giri Kunj, 390, S.N. Roy Road ;
 ON THE SOUTH : By S.N. Roy Road ;
 ON THE EAST : By Giri Kunj, 390, S.N. Roy Road ;
 ON THE WEST : Partly by the Common Passage and partly by open land of Prahlad Lall Agrawal ;

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the said Apartment No. _____ containing Carpet area of about _____ Sq. ft., Built-up Area of about _____ Sq. ft. and Super Built up area of about _____ Sq.ft. on the _____ floor of the building at the said premises together with right to park _____ car in the parking area of the ground floor of the said building constructed at the said premises together with undivided proportionate impartible variable share in the land comprised in the said premises No.558, S.N. Roy Road, Kolkata – 700038, attributable thereto together with right to use common areas and amenities appertaining thereto ;

THE THIRD SCHEDULE ABOVE REFERRED TO :SALE PRICEPART – I

a)	Cost of the said Apartment(Carpet Area)	Rs._____
b)	Cost of Car Park	Rs._____
c)	Cost of Exclusive Balcony	Rs._____
d)	Cost of Exclusive Open Terrace	Rs._____
e)	Proportionate Cost of Common area and External Walls etc.	Rs._____
f)	Cost of Floor Escalation	Rs._____
g)	Add GST/Taxes	Rs._____

	The Total Sale Price	Rs..... =====

PART - II

[Schedule of payment of the Total Sale Price]

- II. The said Total Sale Price of Rs._____ (Rupees
_____ hereon shall be
paid by the Allottee/Purchaser in the manner as stated hereunder :-

Booking Amount	Rs._____ + GST
Within 21 days from the date of Booking	10% of Total Sale Price less booking amount + GST
On Completion of Piling	10% of Total Sale Price + GST
On Completion of Foundation	10% of Total Sale Price + GST
On Casting of 1 st Floor	10% of Total Sale Price + GST
On Casting of 2 nd Floor	10% of Total Sale Price + GST
On Casting of 3 rd Floor	10% of Total Sale Price + GST
On Casting of 4 th Floor	10% of Total Sale Price + GST
On Completion of Brick Work	10% of Total Sale Price + GST
On Completion of Flooring	10% of Total Sale Price + GST
On Possession	10% of Total Sale Price + GST

PART - III

(Extra Charges and Deposits)

("Extra Charges")

III.(a) The Purchaser/Allottee hereby agree(s) and undertake(s) to make payment to the Promoter/Developer the following related amounts, together with the applicable taxes as and when demanded by the Promoter/Developer :

- (a) charges and expenses for procuring transformer, electricity connection HT/LT for the building at actuals;
- (b) meter installation and security deposit - at the actual cost levied by the relevant Authority, with any increase in the rates and taxes related to electric charges and other outgoings to be charged on a pro rata basis;
- (c) all actual charges and deposits that may be necessary to be paid to/deposited with CESC Ltd. ;
- (d) in those cases where a sub-meter has been agreed to be provided to the Purchaser/Allottee - all actual costs, charges and expenses ;
- (e) generator charges for limited back up - at the rate of Rs. _____ (Rupees _____ only.

III.(b) The Purchaser/Allottee hereby agree(s) and undertake(s) to make payment to the Promoter/Developer the following related amounts, as and when demanded by the vendor/owner:

- (a) Nomination Charges Rs.2,50,000/-

Other Terms & Conditions:-

- 24 months Lock-in period from the date of Agreement for Sale
- Payment to be made in favour of " _____ " by A/C Payee Cheque/DD/RTGS Fund Transfer.
- Applicable GST & other levies with each installment.

The above amounts to be determined at "actuals" shall be such as shall be certified by the Promoter/Developer, and the Allottee/Purchaser agree(s) to accept the same.

("Deposits")

IV. Interest free non-refundable Deposits:

- (a) Common Area Expenses deposit – a sum equivalent to the Common Expenses for a period of 1 (one) year, presently estimated to be Rs. _____ (Rupees _____ only). The Common Expenses is only an estimate, and is subject to such variation as may be determined by the Promoter/Developer and/or the Association, which shall be accepted by the Allottee/Purchaser without raising any objection on any ground whatsoever or howsoever;
- (b) Sinking fund - Rs. _____ (Rupees _____ only)
- (c) Deposit on account of municipal rates and taxes in respect of the said Apartment Rs. _____ (Rupees _____) which deposit shall be refunded, after necessary deductions/adjustments if any, only after the Purchaser/Allottee produces after mutation and assessment of the said Apartment in the records of the Kolkata Municipal Corporation as the Allottee/Purchaser of the Said Apartment.

PART - IV

(TAXES)

- a) The Allottee/Purchaser also agrees to pay to the Vendor/Owner/Promoter/Developer in addition to the said sale price and extra charges applicable statutory outgoing and expenses on account of GST amount to a sum of Rs. _____ (Rupees _____) only and any other taxes as may be applicable, betterment fees and all charges.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Common Areas)

(Part – I)

1. The foundation, columns, beams, supports corridors, hall-areas, concierge areas, lobbies, stairs, stairways, landings, entrances, exits and path-ways ramp driveways.
2. Elevators, Elevator Pits, Elevator Plant installation, Elevator machine room, Fire Control Areas.
3. Common passage and lobby on ground floor excepting car parking area, if any.
4. Tubewell, if any.
5. Water pump, water tank, water pipes and other common plumbing installation.
6. Transformer if any, electric wiring, motor and fittings.
7. Drainage and sewers including manholes, etc.
8. Pump house.
9. Common Toilets.
10. Boundary walls and main gates.
11. Fire detection and fire fighting installation.
12. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or use and occupancy of the Apartments and as may be specified by the Promoter/Developer expressly to be the common parts after construction of the said building but excluding the other open and/or covered areas or space which shall be used or allowed to be used by the Promoter/Developer at its discretion for different purposes.

(Part – II)

- a) 24-hours water supply ;
- b) Security Arrangement ;
- c) Adequate Fire Fighting system;
- d) Adequate Power Back-up ;

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing and renewing etc. of the main structure, the roof, gutters, and water pipes and for all purposes drains conduits and electric cables and wires, common lightings, fixtures fittings and equipment, in under or upon the said building and enjoyed or used by the Allottee/Purchasers in common with other occupiers or serving more than one Apartment in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Allottee/Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the said building, compounds, terrace, elevators, pumps, water reservoir, fire system, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases conduits and other parts of the said building so enjoyed and used by the Allottee/Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of janitors/ officers, clerks, bill collectors, liftman, sweepers, caretakers, plumber, security guards, gardeners, electricians, etc.
4. Maintaining and operating the Elevators.
5. Maintaining all Common Areas, Common Amenities and Facilities as specified in the Fourth Schedule hereinabove.
6. Providing and arranging for emptying receptacles for rubbish.
7. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in

respect of the said Apartment and the said building or any part thereof excepting in so far as the same are responsibility of the individual owners/occupiers of any Apartment.

8. Abating any nuisance and executing such works as maybe necessary for complying with any notice served by a local authority in connection with the development of the said building or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual Allottee/Purchaser of any Apartment.

9. Generally managing, maintaining and administering the development and protecting the common areas, common facilities and amenities in the said building as stated in Part-II of the Fourth Schedule hereinabove written and for that purpose employing any contractor or maintenance agency and incurring necessary expenses in this regard and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.

10. Keeping all pathways appertaining thereto in good repair and clean and tidy and edged where necessary and clearing the pathways when necessary.

11. Paying a fair proportion of the cost of clearing, repairing, reinstating any drains and sewers forming part of the said building and/or the said property.

12. Providing suitable facilities for disposing of refuse, compacting it or removing it from the said building.

13. Supplying maintaining, servicing, and keeping, in good condition and if appropriate renewing and replacing all fixtures, fittings, furnishings equipment or any other thing which may be considered desirable for performing the services or for the appearance or upkeep of the said building.

14. Erecting, providing maintaining renewing and replacing notice boards and other signs in the said building.
15. Discharging the reasonable or proper cost of any service for better and more efficient management and use of the said building.
16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the said building or any part thereof excepting those which are responsibility of the Promoter/Developer /occupier or Allottee/Purchaser of any Apartment.
17. The purchase, maintenance, renewal and insurance as may from time to time consider necessary, for the carrying out of the acts and things mentioned in this schedule.
18. All such other expenses and outgoings as are deemed by the Promoter/Developer/Association/Maintenance Agency to be necessary for and incidental thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

BUILDING SPECIFICATION

FOUNDATION	:	Pile Foundation
STRUCTURE	:	R.C.C. Frame Structure.
ELEVATION	:	Designed with Modern Architecture & Blended with weather proof paint.
FLOORING	:	Vitrified Tiles Flooring.

- KITCHEN : Granite kitchen table top with stainless steel sink & white Ceramic glazed tiles upto 2 Feet height above kitchen table top.
- TOILETS : Ceramic Tiles upto 7 Feet height.
Hot & Cold water supply system.
White coloured European style WC & Wash Basin.
Branded CP fittings. Anti-Skid flooring
- WINDOWS : Anodised Aluminum Sliding Windows with clear Glass.
- DOORS : Decorative main entrance door and others good quality flush doors.
- ELECTRICALS : Concealed Copper wiring with latest best quality piano type switches. A.C. point in all bed rooms and Geyser point in all toilets.
- ROOF TREATMENT : Water proofing treatment at roof & toilets.

FACILITIES :

1. Elevator by reputed make.
2. Provision for Cable T.V. and Telephone point.
3. Provision for Intercom System.
4. Well decorated lobby.

AT EXTRA COST :

1. Generator to be installed to Supplement Power Shortage.
2. Covered/Open, Car/Two wheeler Parking space at Ground floor.
3. Proportionate cost for Power Supply.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

RESTRICTIONS

As from the date of possession of the Said Apartment, the Allottee/Purchaser agrees and enter into the following restrictive covenants that the said Apartment will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions and such covenants shall run with and bind the said Apartment so as to benefit the Allottee/Purchaser but not so as to render the Allottee/Purchaser personally liable for any breach of a restrictive covenant after he has parted with all interest in the said Apartment and to contain the same in the Deed of Conveyance of the said Apartment.

- i) To pay proportionate maintenance charges including management fees applicable to the said Apartment and to co-operate with the Owner/Promoter, Maintenance Agency /Association in the management and maintenance of the said common areas together with amenities and facilities of the Building;
- ii) To observe the rules or regulations as may be framed from time to time by the Owner/Promoter and/or Maintenance Agency /Association in respect of the said Building;
- iii) To allow the authorized representatives of the Owner /Promoter and/or Maintenance Agency /Association with or without workmen to enter into the said Apartment for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other Apartment of the said Building;
- iv) To pay the charges of the electricity and other utilities in or relating to the said Apartment wholly for the Said Apartment and proportionately in relating to the common expenses;
- v) Not to sub-divide the Said Apartment and/or the car parking space, if allotted, or any portion thereof;

- vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Apartment or in the compound or in any part of the said Building or in the Common parts save at the places indicated therefor;
- vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Apartment or in the common areas and not to block any common areas of the said Building in any manner and must comply with the requirements and recommendations of the fire authority and the management agency /Association as to fire precautions to be taken relating to the said Building;
- viii) Must not cause an escape of gas from any gas pipe or appliance in the said Apartment, or neglect any escape of gas where an escape of gas is suspected the Allottee/Purchaser must ensure that the pipe or appliance as the case may be is examined promptly and repair or replacement is undertaken immediately.
- ix) The Allottee/Purchaser must have all gas and electrical equipment in the said Apartment regularly safety checked and on the occasion of each safety check or at the time of purchase of any second hand items must obtain a certificate from a recognized body certifying its safety and compliance with any statutory requirements or regulations relating to such equipment;
- x) To maintain repair the intruder and fire alarm and ancillary equipment installed at the said Apartment therein;
- xi) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Apartment;

xii) Not to do anything that will lessen or diminish the support, shelter or protection given by the said Apartment to all or any parts of the said Building and the Apartments within or permit or suffer anyone at the said Apartment expressly or impliedly with his permission or under his control to do so and in particular must not subject the Floor of the said Apartment to overloading and distribute any load so that no one square feet of the floor at any time is overloaded;

xiii) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the said Building or any part thereof;

xiv) Not to fix or install air-conditioner/s in the Said Apartment save and except at the place/s which have been specified in the Said Apartment for the same;

xv) Not to do or cause anything to be done in or around, the Said Apartment which may cause or tend to cause or tantamount to cause or affect any damage to the Said Apartment or to the flooring or ceiling of the Said Apartment or any other portion over or below the Said Apartment or any part thereof or the fittings and fixtures affixed thereto;

xvi) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Apartment and to maintain the same as per sanctioned plan;

xvii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Owner/Promoter and/or its Architect;

xviii) Not to make in the Said Apartment any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature

except with the prior approval in writing of the Owner/Promoter and/or any concerned authority subject however to compliance of the sanctioned plan;

xix) Not to fix or install any antenna on the roof of the said Building or any window antenna;

xx) Not to use the Said Apartment or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Building and the neighbouring premises and shall not use the said Apartment for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, clinic, gymnasium, godown or as a meeting place or for any manufacturing or industrial activity;

xxi) Not to obstruct any entrances, accessways, roads or foot paths within the said Building in any way whatsoever or erect any structure thereat or hinder or interfere with the use of them by the other Allottee/Purchasers of the said Building who are lawfully entitled to use the same;

xxii) Not to use the car parking space, if any allotted to the Allottee/Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Allottee/Purchaser's own road worthy car and not to raise or put up any kutcha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein;

xxiii) Not to park or allow its car to be parked or stand any vehicle, including any bicycle, scooter, perambulator or similar vehicle in the pathway approaches or in the open spaces or at any other place at the said Building except at the space, if any,

allotted to him/her/them/it and must not permit or suffer anyone expressly or impliedly with his/her/them/it permission or control to do so;

xxiv) Not to leave or caused to be left any furniture, cycle, perambulator, toy box, parcel, bottle or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other common part of the said Building, nor shall the Allottee/Purchaser throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the said Apartment;

xxv) Not to make or suffer any unreasonable noise in the said Apartment by way of playing any musical instruments singing or otherwise;

xxvi) Not to allow any person or child to loiter or play in or about any entrance, landing passage stairway lift clubroom, swimming pool or any other common parts of the said Building save and except the places specified for playing;

xxvii) The Allottee/Purchaser shall not when separate service staircases are provided use nor authorise the user of any passenger lift for the purpose of carrying of goods;

xxix) To use only those common areas as are mentioned in the Sixth Schedule hereto, for ingress and egress to the Said Apartment, in common with the other occupiers of the said Building and the Allottee/Purchaser shall have no right on any other portion and/or space in the said premises;

xxx) At all times to clean and maintain the said Apartment in all respects to a high class residential standard so that the said Apartment does not detract in any way from the overall standard of cleaning and maintenance of other Apartments in the said Building;

xxxi) To keep at all times the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Apartment in perfect condition and repair so as not to cause any damage to the said Building or any other space or accommodation thereon and keep the other occupiers of the said indemnified from and against the consequences of any damage arising therefrom;

xxxii) Not to paint, varnish, clad or otherwise decorate the exterior surfaces of the said Apartment including the common passage for ingress and egress to the said Apartment and the existing colour scheme and surface texture of the exterior surface must be maintained.

xxxiii) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the said Apartment and/or the said Building save at the place and in the manner expressly permitted in writing by the Owner/Promoter/Management Agency/ Association.

xxxiv) Not to cut down, lop or top any of the timber or other trees, shrubs or bushes growing on the said premises or permit or suffer any person under his control to do so. The Allottee/Purchaser must preserve the trees, shrubberies, hedges and underwood on the said premises from damage or injury, by cattle or otherwise and preserve through the maintenance Agency and/or Association all existing trees and shrubs planted on certain portions of the said premises ;

xxxv) Not to place any show board, name bill, poster, placard, advertisement, drawing or notice of any description on any external part of the said Apartment or on any of the windows, place any article in a window sill that is visible from outside;

xxxvi) Not to erect any external satellite dish, aerial for receiving television signals on any part of the said Apartment except at specified space with the consent of the Owner/Promoter/Management Agency /Association;

xxxvii) Not to obstruct or object to the Owner/Promoter doing or permitting any one to do any construction, alteration or work in the said Building and/or any area of the said premises and the Allottee/Purchaser hereby consents to the same;

xxxviii) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Apartments;

xxxix) Not to obstruct damage or render inoperative any conduits such as drain, sewer, pipe, spout or conduit used for the passage of water or soil in common with the owners of the other Apartments;

xl) Not to do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common areas parts and common amenities of the said Building be in any way prejudicially affected or vitiated;

xli) Not to do anything on the said premises or permit or suffer anything to be done that would hinder or interfere in any way with the development of the said premises;

xlii) The Allottee/Purchaser hereby covenants with the Owner/Promoter/Developer that the Allottee/Purchaser shall not:-

a) do anything that may or will terminate, obstruct, diminish, restrict, interrupt, interfere with or in any way impede or prejudice the free flow of water through the water pipe within the boundaries of the said premises;

b) do anything detrimental to the quality of water passing through the water pipes within the said premises ;

- c) do anything as a result of which the Water Pipe is tapped or in anyway connected into whether or not for the benefit of any third party or permit or suffer anyone expressly or impliedly with his permission or under his control to do so;
 - d) use the water supplied for any purpose other than normal domestic use;
 - e) waste water and take adequate steps to protect all pipes within the said Apartment as well as in the common paths and passages against any form of leakage and keep the same in good repair and condition and watertight and as often as necessary renew or replace it either wholly or partially;
- xliii) The Allottee/Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area in the said Premises (save those reserved unto the Owner/Promoter) along with the other Apartment holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Owner/Promoter/Developer or the other Apartment holders;
- xliv) To regularly and punctually pay and discharge to the Owner/Promoter/Developer and/or Maintenance Agency /Association or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the said Apartment and also proportionately for the common areas and/or portions as described under the Fourth Schedule and the common expenses as described in the Fifth Schedule hereinabove in advance within the 7th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Apartment has been taken or not by the Allottee/Purchaser;
- xlvi) The proportionate rate and/or amount payable by the Allottee/Purchaser for the common expenses which shall include Management fees shall be decided by the

Owner/Promoter/Developer and/or Maintenance Agency/Association from time to time and the Allottee/Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Owner/Promoter/Developer and/or Maintenance Agency/Association shall be conclusive final and binding and the Allottee/Purchaser shall not be entitled to dispute or question the same;

xlvi) So long as each Apartment in the said Buildings is not separately assessed and mutated, the Allottee/Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Building and such proportion to be determined by the Owner/Promoter/Developer on the basis of the area of the said Apartment;

xlvii) After taking delivery of the said Apartment and registration of the Deed of Conveyance, the Allottee/Purchaser shall take steps to have the Said Apartment separately assessed and mutated. The Allottee/Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

xlviii) In case the Allottee/Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Owner/Promoter/Developer and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Allottee/Purchaser and/or the said Apartment, including electricity, water supply and/or other services, amenities and facilities during the time that the Allottee/Purchaser is in default. In addition the Said Apartment shall be deemed to be charged in favour of the Owner/Promoter/Developer and/or Maintenance Agency and/or Association as the case may be for all such amounts falling due together with interest;

xliv) In case the Owner/Promoter/Developer and/or Maintenance Agency and/or Association condones the default of the Allottee/Purchaser, then and in such event, the Allottee/Purchaser shall along with such dues and/or arrears, pay compensation for the

loss and/or damages suffered by the Owner/Promoter and/or Maintenance Agency/Association and also interest at the rate of 18% percent per annum for the period of default on all amounts remaining unpaid together with reconnection charges;

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands, seals hereunto the day month and year first above mentioned.

SIGNED SEALED AND DELIVERED

by the OWNERS at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED by the

PROMOTER/DEVELOPER at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED

by the ALLOTTEE/PURCHASER at Kolkata

In the presence of :-