

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“Agreement”)** executed on this [•] day of [•], 2019

**BETWEEN**

**ADCO CONSTRUCTION PRIVATE LIMITED, PAN No. AAGCA3645J**, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Shubholoy Das Bhavan, New K. B. Roy Garden, Garia Station Road, P. O. Garia, P. S. Sonarpur, Kolkata 700 084, represented by its Managing Director, authorized vide Board Resolution dated 10.03.2010, **MR. AMAL KUMAR DAS, PAN No. ADDTPD9604M, Mobile No.9804515090**, Son of Late Madhusudan Das, by faith-Hindu, by Nationality-Indian, by Occupation- Business, of Shubholoy Das Bhavan, New K. B. Roy Garden, Garia Station Road, P. O. Garia, P. S. Sonarpur, Kolkata 700 084, hereinafter referred to as the **“OWNER”** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and permitted assigns)

**AND**

**INDICON ESTATES PRIVATE LIMITED, PAN No.AAACI5594L**, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 9, Jagmohan Mullick Lane, 5<sup>th</sup> Floor, P.O. Burrabazar, P.S. Burrabazar, Kolkata 700 007, represented by its Directors authorized vide Board Resolution dated 31/03/2019 **MR. SUNIL KEDIA, PAN No. AFVPK2437H, Mobile No. 9030020652**, Son of Late Radheshyam Kedia, by faith-Hindu, by Nationality-Indian, by Occupation- Business, of 15B Ballygunge Park Road, P.O. Ballygunge, P.S. Karaya, Kolkata- 700019,/ **MR. ALOK KUMAR MASKARA, PAN No. AENPM3874M, Mobile No. 9831075885**, Son of Late Jagadish Prasad Maskara, by faith-Hindu, by Nationality-Indian, by Occupation- Business,

of 19A, Mandevilla Gardens, P.O. Ballygunge, P.S. Gariahat, Kolkata- 700019, hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns).

**AND**

....., **CIN No.** ....., **PAN No.** ....., a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at ....., P.O. . Kolkata ....., represented by ....., PAN No. ...., Mobile No. ...., Director authorized vide Board Resolution dated ..... hereinafter referred to as the ALLOTTEE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors and assigns etc.) of the THIRD PART

**OR**

..... LLP, PAN No. ...., a registered Limited Liability Partnership firm registered under the provisions of Limited Liability Partnership Act, 2008 and having its registered office at ....., P.O. ...., P.S. ...., Kolkata-700 ..... represented by one of its Partner MR./MRS. ...., PAN No. ...., Mobile No. ...., Son/Wife/Daughter of ....., of ....., P.O. ...., P.S. ...., Kolkata-700 ..... hereinafter referred to as the ALLOTTEE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors and assigns etc.) of the THIRD PART

**OR**

....., PAN No. ...., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at ..... P.O. ...., P.S. ...., Kolkata ....., represented by its authorized partner, ....., PAN No. ...., Mobile No. ...., hereinafter referred to as the ALLOTTEE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors and assigns etc.) of the THIRD PART

**OR**

....., PAN No. ...., Mobile No. ...., Son of ....., aged about ..... years, by faith-Hindu, by Nationality-Indian, by occupation- ....., residing at ..... P.O. ...., P.S. ...., Kolkata ....., hereinafter referred to as the ALLOTTEE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors administrators, legal representatives and assigns etc.) of the THIRD PART

**OR**

....., PAN No. ...., Mobile No. ...., Son of ....., aged about ..... years, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, by faith-Hindu, by Nationality- Indian, by occupation- ....., residing at ..... P.O. ...., P.S. ...., Kolkata ....., hereinafter referred to as the ALLOTTEE (which expression shall unless

excluded by or repugnant to the context be deemed to mean and include his heirs, executors administrators, legal representatives and assigns etc.) of the THIRD PART

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

**DEFINITIONS:**

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

- a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017);
- b) “**appropriate Government**” means the State Government;
- c) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- d) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- e) “**Section**” means a Section of the Act.

**WHEREAS:**

- A. Pursuant to 6 (six) several registered Deed of Indenture, the Owner herein for valuable consideration and on the terms and conditions contained therein purchased ALL THAT piece and parcel of land together with the structures standing thereon

particulars whereof are mentioned herein below :

Sl. No.	Date	Deed No.	Purchased from	Area
1.	29 <sup>th</sup> May, 1998	7296	Dipankar Bhattacharjee, Son of Late Kalipada Bhattacharjee of Green Tower, Block-C, Flat No.5/9, Golf Green, Kolkata-700095	Mentioned in First Schedule in Part-I
2.	5 <sup>th</sup> June, 1998	2138	DO	Mentioned in First Schedule in Part-II
3.	11 <sup>th</sup> November, 1998 (for the year 1999)	2684	DO	Mentioned in First Schedule in Part-III
4.	4 <sup>th</sup> December, 1998 (for the year 1999)	2685	DO	Mentioned in First Schedule in Part-IV
5.	26 <sup>th</sup> May, 2003	1961	DO	Mentioned in First Schedule in Part-V
6.	20 <sup>th</sup> April, 2001	2512	Swasti Bhattacharjee & Others	Mentioned in First Schedule in Part-VI

total measuring about 40 Cottahs 8 Chittack 16 Sq. Ft. (more or less) being Municipal Holding No.1411, Ward No.29, in Mouza- Barhansfartabad, under Rajpur Sonarpur Municipality, South 24 Parganas, Garia Station Road, P. O Garia, P. S. Sonarpur, Kolkata – 700 084 more fully and particularly described in Part-I to Part-VI of the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the “**said Premises**”.

- B) Since then the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises.
- C) The Owner has also got its name recorded in the record of rights with the concerned

Authorities. All municipal rates, taxes and surcharges till date has been paid by the Owner and there is no amount due towards the same.

- D) The Owner has got the said Premises converted into Bastu.
  
- E) The Owner and the Promoter have entered into Joint Venture Profit Sharing Agreement dated 19<sup>th</sup> April, 2010 and a registered Joint Venture Profit Sharing Agreement dated 16<sup>th</sup> February, 2016 registered in the office of DSR-IV, South 24-Parganas, West Bengal in Book No.I, Volume No.1604-2016, Page from 22243 to 22266, Being No.160400863 for the year, 2016 on the terms and conditions more fully and particularly mentioned therein for development of a real estate project on the Said Premises comprising of residential apartments, Commercial Spaces, other spaces and common areas.
  
- F) The Owner and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owner regarding the Said Premises on which the Project is to be constructed have been completed.
  
- G) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the said Project and the apartment or buildings thereon, as the case may be, from the Rajpur Sonarpur Municipality vide Plan No. 551/CB/29/47 dated 17<sup>th</sup> July 2014 and agrees and undertakes that it shall not make any changes to these approved plans in strict compliance with Section 14 of the Act and other laws as applicable.

- H) The Promoter has registered the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at [•] on [•] under Registration No. [•].
- I) The Allottee has applied for allotment of an apartment in the Project vide application No. [•] dated [•] and has been allotted Apartment No.[•] having carpet area of [•] square feet, (Saleable Area [•]) , on the [•] floor along with garage/covered parking space No. [•] admeasuring about [•] square feet, as permissible under applicable law and of pro-rata share in common areas as defined under Clause (m) of Section 2 of the Act and morefully and particularly described in Part I, Part II & Part III of the **THIRD SCHEDULE** (hereinafter collectively referred to as the “**said Apartment**”) to be developed in accordance with the Specifications, fixtures, fitting and amenities as mentioned in the **FOURTH SCHEDULE** hereto as and when they are constructed or made ready and fit for use and occupation.
- J) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K) It is hereby agreed that the application form shall be deemed to be a part of this Agreement.
- L) The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the

Project.

- M) The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- N) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owner and the Promoter hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking as specified in **Para- I** hereinabove.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner and Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment.
- 1.2 The Total Price for the said Apartment is Rs.[•]/- (Rupees [•] only) ("**Total Price**");



Sl. No.	Description	Rate Per Square Feet	Amount
A.	<p><b><u>Unit Price:</u></b></p> <p>a) Cost of Apartment/Unit</p> <p>b) Cost of exclusive balcony or verandah</p> <p>c) Floor Rise Charge</p> <p>d) Proportionate cost of Common Areas. with external wall thickness etc.</p> <p>e) Covered parking/open Parking/ basement/ground / Mechanical parking</p>		
	<b>Sub-Total:</b>		
B.	<p><b><u>Other Charges:</u></b></p> <p>(a) Proportionate share of installation of DG, transformer and electricity charges calculated @ Rs. [•]/- per sq.ft of saleable area</p> <p>(b) Legal/Documentation charges excluding stamp duty and registration fees, registration/commission fees and expenses which shall be paid extra by the Allottee at actuals</p> <p>(c) Activity Area Charges (applicable only for</p>	<p>(a) [•]</p> <p>(b) [•]</p>	

	residential units) calculated @ Rs. [•] per sq.ft of saleable area	(c) [•]
	<b>Sub-Total:</b>	
(C)	Total GST (Goods and Services Tax)	[•]
	<b><u>Interest Free Deposits:</u></b>	
	(a) Interest Free common area maintenance charges * for 6 months @ Rs.2/- per sq.ft of Unit Saleable area to be paid as per notice of possession.	(a) [•]
	(b) Municipal Rates & Taxes @ Rs.1.50 per month for one year for per sq fts of Saleable area	(b) [•]
	<b>Total Price (A + B+C+D)</b>	[•]

In addition to the cost, charges and expenses as mentioned above, the Allottee shall be liable to pay all stamp duty, registration charges, any other ancillary, incidental, miscellaneous and/or any other charges related thereto.

**1.3** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to

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

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in FIFTH SCHEDULE (“Payment Plan”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discontinuing such early payments @ 7% per annum for the period by which the respective instalments has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in FOURTH SCHEDULE (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is

effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

PROVIDED THAT the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in rules from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **FIFTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive Ownership of the Apartment;

- (ii) The Allottee shall also have right to use the Project Common Areas as specified in Part – I and Part -II of the THIRD SCHEDULE, along with Amenities and Facilities as specified in the FOURTH SCHEDULE. It is clarified that the Promoter shall convey and hand over the Project Common Areas, Amenities and Facilities to the Association of Apartment Owner of the Project, to be formed after duly obtaining the completion certificate from the competent authority for the Project.
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, 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 per para 1.2 etc and includes cost of providing all other facilities amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and the Apartment, as the case may be, however with prior intimation to and permission from the Promoter.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along

with the [•] garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the Said Premises 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 and use of the Common Areas, Amenities and Facilities for the benefit of all the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs.[•]/- (Rupees [•] only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges, and the Allottee hereby

agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

PROVIDED THAT if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the rules.

**2. MODE OF PAYMENT:**

2.1 Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in the Fifth Schedule hereunder through account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of '**Indicon Estates Pvt Ltd**' payable at Kolkata or in the manner mentioned in the written demand.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations

under this Agreement. Any refund, transfer of security, if provided shall be in terms of or in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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



**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Common Areas, Amenities and Facilities, as disclosed at the time of registration of the Project with the Authority, and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees.

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

The Allottee has seen and accepted the sanctioned plan of the Apartment and also the floor plan, specifications, amenities and facilities of the Apartment/Project as mentioned in the **THIRD AND FOURTH SCHEDULE** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Project in accordance with the said sanctioned plan, 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 such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession of the said Apartment** - The Promoter agrees and

understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas, Amenities and Facilities with all specifications, amenities and facilities of the Project in place on 30.09.2020 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment;

PROVIDED THAT such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the

possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate.

PROVIDED THAT the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Owner and Promoter within three months from the date of issue of Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the Occupancy Certificate for the Project. The Promoter shall hand over a copy of the Occupancy Certificate of the Apartment, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

**7.3 Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified as specified in Para 7.2.

**7.4 Possession by the Allottee** – After obtaining the occupancy certificate or such

other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee** - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act.

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

7.5.1 In the event the Allottee is required by the Promoter to execute and present for registration a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, shall the Allottee be refunded aforesaid balance amount.

7.5.2 Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter. All rights of the Allottee under any allotment letter issued or this Agreement shall stand terminated/cancelled.

**7.6 Compensation** - The Owner and the Promoter shall jointly compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Project is being developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rates prescribed in the Rules including compensation (if any) in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee 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 to the Allottee within 45 (forty-five) days of it becoming due.

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

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

- (i) The Owner has absolute, clear and marketable title with respect to the Said Premises and the Promoter has the requisite rights to carry out development upon the Said Premises and has absolute, actual, physical and legal possession of the Said Premises for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land, and/or the Project;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect of the Project, Said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises, buildings and apartment and the Common Areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Promoter & the Owner 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 said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter & the Owner confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of Allottees or the competent authority, as the case may be, after the completion of the Project.
- (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all

governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the occupancy certificate of the Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees 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 ordinance, order, notification (including any notice for acquisition or requisition of the Said Premises) has been received by or served upon the Promoter or the Owner in respect of the said Premises and the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said 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, as the case may be has been issued by the competent authority:

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

9.2 In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rates prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

PROVIDED THAT where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the

possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

**9.3** The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rates as prescribed in the Rules.
  
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under the Conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee by deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement shall thereupon stand terminated.

PROVIDED HOWEVER that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination.

- (iii) On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Premises/Project Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties.

**10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter and the Owner, on receipt of Total Price of the Apartment as per para 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. PROVIDED THAT in the absence of local law, the Conveyance Deed in favour of the Allottees shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the

Promoter is made by the Allottee.

**11. MAINTENANCE OF THE BUILDING/APARTMENT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees upon the issuance of the occupancy certificate or such other certificate by whatever name called issued by the competent authority of the Project.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square foot basis (of the Saleable area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the association of Allottees, as the case may be.

**12. DEFECT LIABILITY:**

**12.1** 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 as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of Completion Certificate, save those as mentioned in clause 12.2 below, it shall be

the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**12.2** The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take a responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or

alterations;

- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter 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 obligations of the Promoter as contained in clause 12 hereinabove shall stand waived.

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

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter / association of Allottees 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.

**14. USAGE:**

**Use of basement and service areas:**

The basement(s) and service areas, if any, as located within NEER, shall be

earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.



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

**15.1** Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 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 Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, 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.

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

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

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as may be permitted in accordance with applicable laws.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**19. APARTMENT OWNERSHIP ACT:**

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

The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the

Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondence, arrangements, whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

**24.1** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment **Plan [Fifth Schedule]** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedence and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**25. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the residential allottee shall pay in proportion to Residential common area and commercial allottee shall pay in proportion to commercial common area, the same shall be the proportion which the carpet area of

the residential allottee bears to the total carpet area of residential area in the project and carpet area of commercial allottee bears to the total carpet area of the commercial area in the Project.

**27. FURTHER ASSURANCES:**

All 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.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Owner and Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in West Bengal after the Agreement is duly executed by the Allottee and the Owner and Promoter and registered at the office of the appropriate/ concerned Sub Registrar. Hence this Agreement shall be deemed to have been executed in West Bengal.

**29. NOTICES:**

That all notices to be served on the Allottee, Promoter and the Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner or the Promoter by Registered Post with Acknowledgement Due Card at their respective addresses specified below:

\_\_\_\_\_Name of Allottee

\_\_\_\_\_(Allottee Address)

Owner :

**ADCO CONSTRUCTION PRIVATE LIMITED,**

Shubholoy Das Bhavan,

New K. B. Roy Garden,

Garia Station Road,

P. O. Garia, P. S. Sonarpur,

Kolkata 700 084

Promoter :

M/s. Indicon Estates Pvt. Ltd.

1411, Garia Station Road

Kolkata – 700 084

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application form, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the provisions of Arbitration and Conciliation Act, 1996.

**34. INTERIM MAINTENANCE PERIOD :**

**34.1** During the interim maintenance after obtaining of the completion certificate of Project and before formation of the Association as per prevailing Laws, the Promoter shall operate, manage and maintain the Common Areas.

**34.2** The maintenance and management of Common Areas, Amenities and Facilities will

primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.

**34.3** During the said interim period, the Allottees shall be liable to pay maintenance charges to the Promoter as per the bills raised by the Promoter.

**35. FORMATION OF ASSOCIATION :**

**35.1** The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment Owner to form an association (“ASSOCIATION”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

**35.2** Upon formation of the Association, the Promoter shall hand over the Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “Handover Date”).

**35.3** The Promoter agrees and acknowledges that all interest free security deposit shall be handed over to the Association by the Promoter, without any interest, after



adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee, on account of outstanding maintenance and Common Charges, Expenses, Taxes etc. to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other Allottees of the Project. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

**35.4** The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards Common Charges and Expenses from the interest free deposits before the same is handed over to the Association. The Allottee hereby agrees and undertakes to pay all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund and the interest free deposit to the Association. On any such adjustments being made from the Sinking Fund and interest free deposit.

**35.5** Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

**35.6** Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the

Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

**35.7** It has been agreed by the parties that the Association(s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas , amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.

**36. ACTIVITY AREA :**

The rights and obligations of the Allottee for uses of the Activity Area and rules and regulations governing use of the Activity Area will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to Allottees. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

**37. COVENANTS :**

**37.1 Charge/Lien:**

The Owners and Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

**37.2 Obligations of Allottee:**

37.2.1 The Allottee shall

**(a) Meter and Cabling:**

Be obliged to draw electricity lines/wires, television cables, broadband data

cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment Owner. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

**(b) Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

**(c) Maintenance of Apartment:**

Repair, clean and maintain water, light, power, sewage, telephone, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

**(d) Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

**(e) Use of Spittoons /Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

**(f) No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

**(g) No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned earlier in this Agreement.

**(h) No Nuisance and Disturbance:**

Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

**(i) No Storage:**

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

**(j) No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

**(k) No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

**(l) No Throwing Refuse**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated

therefor.

**(m) No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

**(n) No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.

**(o) No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

**(p) No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

**(q) No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Apartment.

**(r) No Damage to Common Portions:**

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

**(s) No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such

cigarettes.

**(t) No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

**(u) No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Phase/Project.

**(v) No Trespassing:**

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

**(w) No Over loading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

**(x) No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

**(y) No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

**(z) To pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

**(aa) To affix Name plate:**

To affix nameplate at the designated place only.

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

**37.3 Promoter's Covenants:**

The Promoter covenants with the Allottee and admits and accepts that:

**37.3.1 No Creation of Encumbrance:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

**37.4 General Covenants:**

- 37.4.1 That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
- 37.4.2 That the Allottee shall not keep in the garage, if any, anything other than cars or use the said garage or parking space for any purpose other than parking of cars or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 37.4.3 That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 37.4.4 That the Allottee agrees and acknowledges that the Promoter and the Owner shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
- 37.4.5 That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 37.4.6 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 37.4.7 That the Allottee shall not generally do any such things that may disturb peace, harmony,

beauty, decency or aesthetic quality of the surroundings of the building and the Project.

**38. Nomination by Allottee with Consent:**

The Allottee admits and accepts before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

**(a) Allottee to Make Due Payments:**

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

**(b) Prior Written Permission and Quadripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a quadripartite agreement with the Promoter, the Allottee and the Owner.

**(c) Nomination Fees:**

The Allottee shall pay a sum calculated @ 100/- (Rupees One Hundred Only.) Per Square feet of Saleable Area of the Unit Price or the consideration agreed upon by the Allottee herein for such Nomination (Nomination Price) whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter and the Owner. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration



fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

### **FIRST SCHEDULE**

#### **PART I**

#### **(SAID PREMISES)**

#### **(Part- I)**

**ALL THAT** piece and parcels of Bastu land measuring 6 Cottahs 8 Chittaks together with 100 Sq.Ft. mully bamboo tiled shaded structure of R.S. Dag No.829 under R.S. Khaitan No. 332 appertaining to Mouja Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medanmolla, Touji No.109, R.S. No.7, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No. 24, at present Ward No.29, P.S. Sonarpur in the District 24-Parganas (South) butted and bounded:-

**ON THE NORTH:** Garia Station Road

**ON THE SOUTH :** Dag No.829

**ON THE EAST :** Dag No.830

**ON THE WEST :** Dag No.828

#### **(Part-II)**

**ALL THAT** piece and parcels of Bastu land measuring 6 Cottah 8 Chittaks 0 Sq.Ft. together with mully bamboo tiled shaded structure measuring 100 Sq.Ft. being portion of R.S. Dag Nos. 829 and 831 under Khaitan Nos.332 and 318 appertaining to Mouja-Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medan Molla, Touji No.109, R.S. No.7, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and

bounded:-

**ON THE NORTH** : R.S. Dag No.829

**ON THE SOUTH** : Dag Nos.833 & 832

**ON THE EAST** : Dag No.831

**ON THE WEST** : Dag No.828

**(Part-III)**

**ALL THAT** piece and parcels of Bastu land measuring 6 Cottah 8 Chittaks 16 Sq.Ft. together with mully bamboo tiled shaded structure measuring 100 Sq.Ft. being portion of R.S. Dag Nos. 830 and 831 under Khaitan No. 318 appertaining to Mouja-Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medan Molla, Touji No.109, R.S. No.7, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and bounded:-

**ON THE NORTH** :Road

**ON THE SOUTH** :R.S.No.831

**ON THE EAST** :Dag No.830 (part)

**ON THE WEST** :Dag No.829

**(Part-IV)**

**ALL THAT** piece and parcels of Bastu land measuring 6 Cottah 8 Chittaks 00 Sq.Ft. being portion of R.S. Dag No. 831 under Khaitan No. 318 appertaining to Mouja-Barhansfartabad having a RayatiSthitibanSatta, Pargana Medan Molla, Touji No.109, R.S. No.7, J.L. No.47, under RajpurSonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and bounded:-

**ON THE NORTH** :Dag No.830,831 (part)

**ON THE SOUTH** :R.S.No.832

**ON THE EAST** :Dag No.854,855

**ON THE WEST** :Dag No.831.

**(Part-V)**

**ALL THAT** piece and parcels of Bastu land measuring 12 Decimals equivalent to  $7\frac{1}{4}$  Cottah of land out of 24 decimals of land being undivided  $\frac{1}{2}$  of 24 decimals of land being portion of R.S. Dag No. 832 under R.S. Khaitan No. 12 appertaining to Mouja-Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medan Molla, R.S.No.7,Touzi No.109, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and bounded:-

**ON THE NORTH** :Dag No.829, 831

**ON THE SOUTH** :Dag No.834

**ON THE EAST** :Dag No.850,851

**ON THE WEST** :Dag No.833.

**(Part-VI)**

**ALL THAT** piece and parcels of Bastu land measuring 12 Decimals equivalent to  $7\frac{1}{4}$  Cottah of land out of 24 decimals of land being undivided  $\frac{1}{2}$  of 24 decimals of land being portion of R.S. Dag No. 832 under R.S. Khaitan No. 12 appertaining to Mouja-Barhansfartabad having a Rayati Sthitiban Satta, Pargana Medan Molla, R.S.No.7,Touzi No.109, J.L. No.47, under Rajpur Sonarpur Municipality being Ward No.24, at present Ward No.29,P.S.Sonapur in the District -24-Parganas (South) butted and bounded:-

**ON THE NORTH** :Dag No.829, 831

**ON THE SOUTH** :Dag No.834

**ON THE EAST** :Dag No.850, 851

**ON THE WEST** :Dag No.833.

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**SECOND SCHEDULE****PART I****(SAID APARTMENT)**

**ALL THAT** the residential apartment situated within the Project **TOGETHER WITH** Balcony/ Verandah and also delineated on the map 'B' annexed hereto and bordered in colour "YELLOW" thereon **AND TOGETHER FURTHER WITH** the Right to use car parking space(s) ,if any, as per details given herein below;

- i) Apartment No. [•]
- ii) BHK [•]
- iii) Floor[•]
- iv) Saleable Area [•] sq. ft. more orless
- v) Carpet Area [•] sq. ft. more orless.
- vi) Area of the adjoining balcony/verandah: [•] sq.ft.
- vii) [•] No(s) of open car parking space ([•] sft. each more or less).
- viii) [•] No(s) of covered car parking space ([•] sft. each, more or less).
- ix) [•] No(s) of basement car parking space ([•] sft each more or less).
- x) [•] No(s) of Mechanical car parking space ([•] sft each more or less).

## PART-II

(Specifications as regards constructions of and fittings and fixtures to be provided in the Unit)

Foundation	Pile Foundation	
Superstructure	RCC Shear Wall & RCC Frame Structure	
Walls	RCC Shear Wall & Fly Ash Bricks	
Wall Finishing	Interior of walls & Ceiling POP inside flat and lift lobby	
Flooring	Bedroom	Vitrified Tiles
	Master Bedroom	Vitrified Tiles/ Laminated wooden flooring
	Living/ Dining & Kitchen	Vitrified Tiles
	Toilet	Antiskid Ceramic Tiles
	Balcony	Antiskid Ceramic Tiles
	Lobby	Vitrified Tiles
	Stairs	Kota Stone
	Parking	I.P.S Flooring
	Roads	V.D.F/ Paver Block
Entrance Lobby – Ground Floor	Italian Marble	
Window	Anodized Aluminum casement window	
Kitchen	Granite Platform Sink: Stainless Steel & Jaquar or equivalent CP Fittings 2 ft height decorative tiles on counter, walls & wash areas	
Doors	Entrance Doors: Salwood frame & decorated flush doors Internal: water & termite proof flush doors	
Toilet	Sanitary: White coloured of Reputed Brands CP Fitting: Jaquar or equivalent CP makes (standard rate)	
Electricals	Insulated copper wiring with modular switches and MCB and AC provision in all bedrooms & living/dining	
Fire	As per NOC from Fire Department	
Lift	Automatic Lift of Kne/ Schindler or equivalent Brands	
Security Surveillance	Intercom, CCTV at all entry and exit points	

**THIRD SCHEDULE****COMMON AREAS***PART-I***Common Areas & Installations For the Building Complex**

1. The entire project land
2. Staircases, landings, passage and stair-cover on the ultimate roof.
3. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift.
4. Only the designated area of the Ultimate Roof of the building marked as Common.
5. Electrical installations with main switch and meter and space required therefore in the building.
6. Transformers and the accessories and wirings in respect of the building and the space required therefore, if installed (and if installed then at extra costs as specified herein)
7. DG Set, its panels, accessories and wirings and space for installation of the same.
8. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the building.
9. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of the building.
10. Municipal Water supply .
11. Water waste and sewerage evacuation pipes and drains from the units to drains and sewers of the building and from building to the municipal drains.
12. Fire fighting system.
13. All lobbies in the building.
14. Such other areas, installations and/or facilities as the Promotoer may from time to time specify to form part of the Common Areas and Installations of the said premises.

*PART-II***Common Areas & Installations for the Residential units:**

1. Surveillance System and Intercom for Residential Units and common areas exclusive for Residential Units.
2. Air Conditioned Community hall and attached open terrace, Swimming Pool & kids pool with deck area, changing rooms with showers & toilets, Air Conditioned Gym.
3. Lifts exclusive for Residential Units.
4. Lobbies in Residential Area.

5. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the building.

*PART-III*

**Common Areas & Installations for the Commercial units:**

1. Surveillance System and Intercom for Commercial Units and common areas exclusive for Commercial Units.
2. Toilets exclusive for Commercial Areas.
3. Lifts exclusive for Commercial Units
4. Extra DG installed if any, for extra load of Commercial units and its common areas
5. ACs installed if any, for Commercial units and its common areas;
6. Lobbies in commercial areas;
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the building.

**FOURTH SCHEDULE****AMENITIES & FACILITIES**

1. Surveillance System and Intercom for Residential units and common areas exclusive for residential units.
  2. Air Conditioned Community hall and attached open terrace, swimming pool & kids pool with deck area, changing rooms with showers & toilet, Air Conditioned Gym
  3. Lifts
  4. Lobbies
  5. Toilets for drivers/ servants
  6. Driver's rest room and toilets.
  7. 24X& water supply with underground reservoir and overhead water tanks.
  8. 24X7 power back-up in common area
  9. 24X7 power back-up in residential apartments @ 1.5 – 3 KVA
  10. Fire detection and protection systems as per fire rules
  11. 24X7 security at common areas
  12. 24X7 CCTV surveillance at common area
  13. Sewerage Treatment plant
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**FIFTH SCHEDULE****PAYMENT PLAN**

The Total Price shall be paid by the Allottee in the following manner:

Application Money	2.5 Lacs + G.S.T
Booking Money (within a week from the date of allotment or at the time of entering into this Agreement which ever is earlier)	20%(including application money) + G. S.T
On Completion of 3rd Floor Casting	20% + G. S.T
On completion of 7 <sup>th</sup> Floor Casting	20% + G. S.T
On Completion of Brickwork of the Designated Unit	15% + G. S.T
On Completion of flooring of the Designated Unit	20% + G. S.T
On possession	5% + G. S.T

**Extra & Deposits**

For Electric Connection (including G. S.T)	Before Possession
The cost, charges and expenses of the Roof top Activity area (Applicable only for Residential Units) (including G. S.T)	Before Possession
The fees and/or legal charges of the Developers' Advocate for preparation of this Agreement and the Sale deed to be executed in pursuance hereof. (including G. S.T)	50% - on signing of this Agreement 50% - Before Possession
Maintenance Deposit	Before Possession
Municipal Tax Deposit	Before Possession.

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

**SIGNED, SEALED AND DELIVERED** by the  
withinnamed **OWNER** at Kolkata in the  
Presence of :

**SIGNED, SEALED AND DELIVERED** by the  
withinnamed **PROMOTER** at Kolkata in the  
Presence of :

**SIGNED, SEALED AND DELIVERED** by the  
Within named **ALLOTTEE** at Kolkata in the  
Presence of :