

## **AGREEMENT FOR SALE**

This agreement for sale ("Agreement") executed on this \_\_\_\_day of \_\_\_\_\_,20\_\_\_\_.

By and Between

**CASTROL CREDIT PRIVATE LIMITED**, (PAN - AABCC0166H) a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1 No Sunyat Sen Street, Kolkata - 700 012, hereinafter jointly referred to as the **PROMOTERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **FIRST PART**

AND

[If the Allottee is the company]

\_\_\_\_\_ (CIN no. \_\_\_\_\_), a company incorporated under the provision of the companies act, [1956 or 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 "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the SECOND PART:

[or]

[If the Allottee is the Partnership Firm or a LLP]

\_\_\_\_\_ a partnership firm (or a Limited (**or A LLP**) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized Partner, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the SECOND PART:

[or]

[If the Allottee is an Individual]

(1) Mr. / Ms. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, PAN no. \_\_\_\_\_) and **(2) Mr. / Ms. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, PAN no. \_\_\_\_\_)** hereinafter **jointly** referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include **his/her/their** heirs, legal representatives, and permitted assignees) of the SECOND PART:

[or]

[If the Allottee is a HUF]

Mr. .... (PAN No. ....) son of ....., aged about ....., for self and as the Karta of the Hindu Joint Mitakshara Family known as .....HUF, having its place of business/ residing at ....., PAN no. ....) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs,

executors, administrators, successor in interest and permitted assigns, ) of the  
THIRD PART:

The owner, the promoter and allottee shall hereinafter collectively be referred to as the "parties" and individually as a "party"

**WHEREAS: -**

1. One Smt. Nilima Biswas along with One Smt. Madhabilata Biswas where the joint full and absolute owners in vacant portion of Sali land admeasuring 117 Sataks more or less comprised in R. S. Dag No-264, R. S. Khatian No. 321 and R. S. Dag No. 277, R. S. Khatian No. 501 Mouza Hanspukuria, JL No. 20, P. S. Thakurpukur, District 24 Parganas (South).
2. After the death of said Nilima Biswas & Madhabilata Biswas their respective heirs namely Shri Ahindrakumar Biswas, Shri Hirendra Kumar Biswas, Satyendra Kumar Biswas and Sri Ranendra Kumar Biswas and others who became entitled to the said land in different proportion and thereafter mutually partitioned the same amongst themselves by physically.
3. By a Registered Deed of sale dated 20.04.1993 registered with the District Registrar Alipore in Book No-1, Volume No. 62 at Pages 465 to 475 Being No. 5263 of 1993, said Shri Hirendra Kumar Biswas, Shri Satyendra Kumar Biswas and Sri Ranendra Kumar Biswas sold their demarcated portion admeasuring 40 ½ sataks of the said demarcated land as shown on the plan attached thereon allotted to them comprised in R. S. Dag No. 264 (31 Decimals) and R. S. Dag No. 227 (9 ½ Decimals) to one M/s Universal Drug House Pvt. Ltd. for valuable consideration absolutely and forever.
4. By another Registered Deed of Sale dated 20.04.1993 registered with the District Registrar Alipore in Book No-1, Volume No. 62 pages from 476 to 487 Being No. 5264 of 1993, said Shri Ahindra Kumar Biswas sold his demarcated land admeasuring 40 ½ sataks as shown on the plan attached thereon allotted to them comprised in R. S. Dag No. 264 (31 Decimals) and R. S. Dag No. 277 (9 ½ Decimals) to the said M/s. Universal Drug Houses Pvt. Ltd. for valuable consideration absolutely and forever.
5. Thus the vendor therein namely M/s Universal Drug House Pvt Ltd became the full and absolutely owner of the entirety of the said two portions of contiguous demarcated portion of land admeasuring 81 sataks more or less equivalent to 2 Bigha 9 kattha of land more or less comprising of R. S. Dag No. 264 and 277,

Mouza Hanspukuria, P.S. Thakurpukur, 24 Parganas (South) abutting the municipal road on the eastern side of such land.

6. The said M.s. Universal Drug House Pvt. Ltd. after purchase the said land admeasuring 81 sataks duly applied to the B.L & L.R.O for mutation of its name in respect of the said entire 81 sataks of land and vide memo no-6/960/TM dated 12.07.1996 the name of the M/s. Universal Drug House Pvt Ltd was duly mutated in the Record of Rights comprised in R. S. Dag No. 264, R. S. Khatian No. 321 corresponding to L.R. Dag No. 314, L.R. Khatian No. 457 and R. S. Dag No. 277, R. S. Khatian No. 501 corresponding to L.R Dag No. 329, L.R. Khatian No. 457.
7. By virtue of a Registered Deed of Conveyance dated 25.01.2007 and registered in the office of the Additional Registrar of Assurance-1, Kolkata and recorded in Book no-1, Volume No. 1 Pages 1 to 12 Deed No. 2471 for the year 2007, the said M/s. Universal Drug House Pvt. Ltd. sold, conveyed and transferred the aforesaid 81 Sataks of land comprised in R. S. Dag No. 264, R. S. Khatian No. 321 corresponding to L.R.Dag No. 314 , L.R Khatian No. 457 and R. S. Dag No. 277, R. S. Khatian No. 501 corresponding to L.R. Dag No.329, L.R. Khatian No.457 in favour of the Seller herein;
8. The Seller herein thereafter applied for and was recorded in the Records of Right as owned of the said land under Khatian No. 1901 in L R Dag No. 314 in respect o 62 Satak and L Rl Dag No. 329 in respect of 19 Satak, in aggregate an area of 81 Sataks.
9. The Seller also applied for and obtained mutation with the Kolkata Municipal Corporation in respect of the said land which has since been amalgamated and now numbered as 142, Bakrahat Road, P. S. Thakurpukur, Kolkata under KMC Ward No. 144.
10. The Seller herein thus became the owner of ALL THAT the piece and parcel of Land measuring 81 Sataks be the same a little more or less comprised in R S Dag No. 264 corresponding to L R Dag No. 314 and R S Dag No. 277 corresponding to L R Dag No. 329, both recorded vide L R Khatian No. 1901, Mouza Hanspukuria, J L No. 20, P. S. Thakupukur, District 24 Parganas (South) being KMC Premises No. 142 Bakrahat Road, Kolkata under KMC Ward No. 144 which is morefully mentioned and described in the First Schedule written hereunder.

- b. It is presently envisaged that the entire Project to be developed on land presently by estimate \_\_\_ acres but on physical measurement \_\_\_ Acres more or less will consist of residential Units, banquet,leisure facilities, fitness centre and entertainment facilities, etc as may be permitted under the law(s).
- c. The said land is earmarked for the purpose of development of Residential Building which is more fully described in **Schedule - A** and the Said Project shall be known as **"Metro Heights"**
- d. The Owners and the Promoter have further decided that the aggregate FAR sanctioned for the entire Project need not be uniformly utilized.
- e. All The Facilities and Amenities will be mutually shared by all the unit holders of the entire Project and with the progression of development of all the Units the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each Unit Holder, both current and future, as part of a common integrated development.
- f. The Kolkata Municipal Corporation vide its sanction plan No. 2015140586 dated 05.02.2016 sanctioned a building in respect of the said premises and the promoter further got it revised u/r 26(2a)(2b) Vide plan Dated - 01.12.2017 for construction of a residential complex at the said premises.
- g. The promoter has registered the project under the provision of the Act with the West Bengal Housing Industry Regulation Act 2017(WBHIRA) at Kolkata on..... under registration no.....;
- h. Based on the title assurance by the Promoter and/or their Advocate and after referring to the papers and documents supplied by them the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan sanctioned by the competent authorities in respect of the Project and has been allotted apartment no.....having carpet area of ..... square feet corresponding to Built-up area of \_\_\_ square feet and super built up area of \_\_\_ square feet, type ....., on .....floor in Building Wing No.....("Building")alongwith Covered **Car Parking Space** / Open Car Parking Space **No. \_\_\_ admeasuring \_\_\_ square feet** located on the Ground Floor as permissible under the applicable law and of pro rata share in the common areas ("common Areas")as defined under clause ( m) of section 2 of the Act (hereinafter referred to as the "Apartment/Unit "as per Unit Plan annexed hereto marked as **Annexure-B** and described in **SCHEDULE B**);

- i. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- j. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws , rules , regulations, notifications, etc, applicable to the project.
- k. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution, fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.
- l. The parties rely on the confirmations, representation and the assurances of each other to faithfully abide by all the terms, conditions, and stipulation contained in the agreement and all applicable laws , are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
- m. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties , the promoter hereby agrees to sell and the Allottee hereby agree to purchase the Apartment and right to use of the garage/covered parking (if applicable) as specified in Para \_\_\_;

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

**DEFINITIONS:**

**1.1 For the purposes of this Agreement for Sale, unless the context otherwise requires,-**

**(a) "Act" means the West Bengal Housing Industry Regulation Act 2017;**

**(b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017;**

**(c) "Regulstions" means the Regulations made under the West Bengal Housing Industry Regulation Act 2017;**

**(d) "Section" means a section of the Act.**

- 1.2** **ARCHITECT** shall mean the Architect appointed or to be appointed from time to time by Promoter for the purpose of planning, designing and supervision of the construction of the Building(s).
- 1.3** **ALLOTMENT / AGREEMENT FOR SALE**- shall mean the provisional Booking letter and/or this Agreement for sale of the Apartment.
- 1.4** **BLOCK/TOWER** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 1.5** **BUILT UP AREA** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.
- 1.6** **ENTIRE HOUSING COMPLEX PLAN** shall mean the plan relating to the entire Housing Complex envisaged at present to comprise altogether demarcated and externally bordered in Color "**GREEN**" in the Plan attached herewith and marked "**Annexure - A** " plus future extensions to this Complex without becoming part of any other housing complex but will merge and integrate with this complex only and become part of this Complex.
- 1.7** **CARPET/CHARGEABLE AREA** shall mean the net usable floor area of the Unit , excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit , meant for the exclusive use of the Allottee. but includes the internal partition walls of the Unit,
- 1.8** **COMMON MAINTENANCE EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners/Co-Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners/Co-Lessees of the entire Housing Complex including those mentioned in **SCHEDULE- C** hereto.
- 1.10** **COMMON PURPOSES** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Builders and/or occupants of the respective units and all other purposes or matters in which Holding Organisation / Maintenance Body and occupants have common interest relating to Block/s Building/s in each of the phases/projects and/or the entire Housing Complex.

**1.11 COMMON AREA / COMMON PARTS AND FACILITIES** shall mean common areas of the Complex including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Owners/ Co-Lessees and/or Co-Occupiers and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE -D** hereunder.

**1.12 LIMITED COMMON AREAS AND FACILITIES** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the **SCHEDULE - E**. The Open, Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas as defined.

**1.13 PARKING SPACES** shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement, ground floor level or at other levels, whether open or covered, of the Said Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Builder for exclusive use of the Allottee who opts to take it from the Builder at a consideration.. The specifically allotted Car Parking spaces(Dependent / Independent) to a particular Allottee shall be regarded as 'Limited Common Area' to be allotted for the exclusive use by the individual Allotee as decided by the Builder.

**1.14 PROPORTIONATE SHARE** will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.

**1.15 SUPER BUILT UP AREA** will be the total covered area of the respective flat and including the right in common parts and common portions like entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, club, lift machine rooms, servants / common toilet, electrical rooms, CC TV Room and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank,



*garbage room/vat, pump room, security room, fire tank, sump and common roof etc.*

**1.16 STRUCTURAL ENGINEER** shall mean the Engineer appointed or to be appointed from time to time by Promoter for the preparation of the structural design and drawings of the buildings .

## 2. TERMS

**2.1 SUBJECT TO** Terms and conditions as detailed in this agreement , the promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para Q above.

- (i) Apartment No. \_\_\_\_ of the type \_\_\_\_ of carpet area admeasuring \_\_\_\_ Sq.Ft on \_\_\_\_ Floor in the building \_\_\_\_ / wing as shown in the Floor plan thereof hereto annexed and marked Annexure B for the consideration of Rs. \_\_\_\_/- including Rs.\_\_\_\_/- being the proportionate price of the Common areas and facilities appurtenant to the premises , the nature extent and description of the limited common areas and facilities which are
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No.\_\_\_\_ situated at \_\_\_\_ Basement and/or stilt and/or and/or podium being constructed in the layout for the consideration of Rs.\_\_\_\_/- . Further that the purchaser shall not in future raise any dispute about the suitability of the said parking space as constructed by the Developer.
- (iii) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs.\_\_\_\_/-

2.2 The total price for the (Apartment/Plot) based on the carpet area is Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only(“Total price”) which includes cost of Apartment, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas, proportionate cost of common area, taxes, maintenance charges as per Clause 12. Breakup and description is more fully described in **SCHEDULE – K** hereunder written

Explanation:

- I. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

- II. The Total Price above includes Taxes consisting of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Apartment to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion certificate subject to Clause 13 hereafter providing that the cost of maintenance of the Apartment/Building or the Project shall be carried out by the Promoter upto a maximum period of 3 months after CC which shall be included in the total price.

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

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Purchaser shall not claim, demand or dispute in regard thereto..

Provided further that if there is any increase in the taxes 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.

- III. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- IV. The Total Price of 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, tiles, doors, windows, Fire detection and Fire fighting equipments in the common areas, Maintenance Charge as per Clause 13 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Project and also, pro rata share in the Common Areas; and garage(s) / closed parking(s) (dependent/independent) as provided in the Agreement.
- V. ***Payment of any instalment if made in advance shall be adjusted to the next instalment as mentioned above. No interest shall be paid by the Promoter for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc on behalf of Allottee.***

VI. **NOMINATION**; *If prior to execution of the conveyance, the Allottee(s) nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of 3% (Three per cent) of the consideration to the promoter .*

VII. **SPECIFICATIONS**-*The tentative specification of the Residential Segment is as given in **SCHEDULE - F** below. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction , the Promoter , on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Builder shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **SCHEDULE- F** .*

VIII. **AMENITIES** : *The Promoter shall provide the amenities for the use and enjoyment of the Allottee.The description of the tentative amenities and/or facilities in the Club/ Residential Segment is as given in the **SCHEDULE - D** below.. No substantial or significant changes will be done ..*

IX. *The Allottee agrees and understands that all the standard fitting, interiors , furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit(s) exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make , colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not put any claim for such variation.*

2.3 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 Project as per registration with the Authority , which shall include the extension of registration n, if any, granted to the said project by the Authority as per the Act , the same shall not be charged to the Allottee.**

*In case CESC or WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and provide for sub meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.*

- 2.4 The Allottee(s) shall make the payment as per the payment plan set out in **SCHEDULE- L (“Payment Plan”)**.
- 2.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @6% (six per cent) 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 by the Promoter.
- 2.6 It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein in **Schedule F(which shall be in conformity with the advertisement ,prospectus etc. on the basis of which sale is effected)**in respect of the apartment without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoter may make such minor additions or alterations as may be required or such minor changes or alterations as per the provisions of the Act.
- 2.7 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 carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area **which is not more than 3%** of the Carpet area of the Apartment, allotted to Allottee, the Promoter **may** demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule ‘J’**.. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 2.1 of this Agreement.
- 2.8 Subject to Clause 11.3 the Promoter agrees and acknowledges, 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 undivided proportionate variable share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the Competent Authority as provided in the Act. ***Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act. and the Proportionate share of the Allottee in the land and also in the common areas will always be variable.***
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Apartment and 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, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Clause 13 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment .

2.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing 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 and facilities for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the entire Housing Project.

2.10. It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the COMPETENT AUTHORITY under the **WEST BENGAL APARTMENT OWNERSHIP ACT 1972** .

2.11. The Promoter agrees to pay all outgoings before deemed 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, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or

any of the outgoings collected by it from the 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.

2.12. 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 he shall be liable to pay interest at the rate specified in the Rules **or at the prime lending rate of the State Bank of India plus two per cent p.a whichever is higher.**

### **3. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft or online payment (as applicable) in favour of '.....' payable at \_\_\_\_\_ .

**In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.**

### **4. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

4.1 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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory

enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2 The Promoter accepts no responsibility in regard to matters specified in para 4.1 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 the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## **5. ADJUSTMENT / APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/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 as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

## **6. TIME IS ESSENCE**

*Time is essence for the Promoter as well as the Allottee.* The Promoter shall abide by the time schedule for completing the project/phase 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 in the Phase to the association of the Allottees **after receiving the occupancy certificate\* or the completion certificate/partial completion or both, as the case may be.** If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest. @ prime lending rate of the State Bank of India plus two per cent p.a.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule J ("Payment Plan").

**In the event any cheque / draft submitted by the Allottee is returned unpaid, the Allottee shall have to pay, alongwith the unpaid amount, an additional amount of Rs.500/-(Rupees Five Hundred) only.**

**In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.**

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

**7.1** The Allottee has seen the proposed layout plan, and has independently made himself aware about the specifications, amenities and facilities **of the [Apartment/Plot ]** and accepted the floor plan, Payment Plan and the specifications, amenities and facilities , along with this Agreement which has been approved by the competent authority, as represented by the Promoter and the Allottee is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings. The Promoter shall develop the Project/Phase 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 Corporation Act, 2006 and shall not have an option to make any variation / alteration / modification in such plans except rise in the floors , other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7.2** The Allottees have the knowledge of the conditions of contractors/manufacturers and workmanship and quality standards of products fittings and fixtures as agreed between promoter and the Vendors and on independently verifying the same the Allottee has now agreed to the same as conditions mentioned in these contracts and that the Allottee agrees to abide by the same and failure of which shall absolve the Promoter to that extent.

**7.4** The Promoter has got all the necessary approvals from the concerned local authorities for commencement of construction and shall obtain the balance approvals from various Authorities from time to time so as to obtain the Completion/Partial Completion Certificate of the said building(s).

**7.5** Taking into account any extra FAR sanction on account of GREEN BUILDING/Metro/any other sanctionable provision including any unused FSI,, the Allottee agrees that the Owner and the Promoter is entitled to



and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities. However the Promoter can use the FAR only if this project , lay-out is not materially affected which means that Promoter can only raise further stories on the Building Blocks to achieve the additional FAR and no changes in lay-out will be permitted in this project but can change the lay-out vertically and horizontally both in other phases/projects of the Housing Complex where construction has not yet begun.

Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the staircases, lifts ,entrances , sewerages, drains and others.

7.6 The Allottee acknowledges that in the event of such incremental FAR being undertaken it will involve substantial cost and the Allottee will also have the benefit of such “GREEN BUILDING” and as such agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share in the land and the common parts and portions.

7.7 The Promoter has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas of the phases as per Annex – A and so far as the Allottee’s Apartment is concerned undertakes to ultimately abide by the Unit Lay Out Plans as approved by the Local Municipal Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the Authorities. The authenticated copy of Plan of the Apartment agreed to be purchased by the Allottee is annexed hereto and marked Annex-B

7.9 The Promoter will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas will only be available on completion of the entirety of the Project as the same will be utilized for construction activities during the construction period.

## **8. POSSESSION OF THE APARTMENT/ PLOT**

**8.1 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 the Allottees ,is the essence of the Agreement. **Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Apartment on the aforesaid date and the same shall not include the period of extension given by the Authority for registration.** The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment

30.06.2020, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or , order, rule, notification of the Government and/or other public or competent authority/court and/or 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 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. Promoter will be entitled to give block-wise and phase-wise possession upon obtaining the Completion Certificate/ Partial Completion Certificate of a building block or a particular phase as the case may be irrespective of the fact that construction of other Blocks and/or other phases and/or provision of facilities may be incomplete. 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 days from that date. 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.

**8.2 The right of the Allottee shall remain restricted to the respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project or Complex.**

**8.3 Procedure for taking possession-** The Promoter, upon obtaining the Occupancy certificate/Completion Certificate/**Partial Completion Certificate** from the Competent Authority shall offer in writing the possession of the Apartment **/Plot]**, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate(**Provided that , in the absence of local law the Conveyance Deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate)and the Promoter shall give and the Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice.** The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the

possession to the Allottee in writing after receiving the occupancy certificate/completion certificate of the Project.

#### **8.6 Failure of Allottee to take the possession of [Apartment/Plot]:**

8.6.1 Upon receiving a written intimation from the Promoter as per clause 8.3, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.3, such Allottee shall continue to be liable to pay maintenance charges **alongwith Guarding Charges as applicable**.

*8.6.2 The Allottee must not fail to take actual possession of the Apartment within a period not more than three months from the date of completion, failing which, without prejudice to such other rights which the Promoter may have the Allottee shall become liable to pay the Guarding Charges of Rs.5,000/- per month and all other losses which the Promoter may have suffered on this account. The Allottee shall be liable to pay and/or contribute all municipal rates, taxes, guarding charges, maintenance and other outgoings proportionately for the Apartment from the date of Possession or the deemed date of possession as the case may be whichever is earlier. Physical possession of the Apartment shall be withheld if all dues are not cleared by the Allottee. In case delivery of physical possession is withheld by the Promoter, the possession of the Apartment will be deemed to have been taken by the Allottees on the deemed date of possession (i.e end of 3 (three) months from date of the Notice of Possession)*

8.7 **Possession by the Allottee-** After obtaining the occupancy certificate **completion certificate/partial completion certificate** and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas of the Phase including entire land of the Phase, to the association of the Allottee 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 shall hand over the necessary documents and plans including common areas to the Association of Allottees within 30 days after obtaining the completion certificate.

#### **8.8 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 after application the promoter herein is entitled to forfeit the booking amount paid for the allotment. **In case where the Agreement is entered between the parties hereto then the promoter shall**

**refund the entire amount paid after deducting 5% of the Total Consideration. The balance amount of money paid by the Allottee after the aforesaid deductions shall be returned by the promoter to the Allottee within 45 days of such cancellation.**

## **8.9 Compensation**

8.9.1 The promoter shall compensate the Allottee in case of any loss caused to him due to defective title of land, on which the project is being developed, in the manner as provided under the act 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.

8.9.2 Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the **[Apartment/Plot]** (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 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/Plot]**, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the **[Apartment/Plot]which shall be paid by the Promoter to the Allottee within 45 days of its becoming due..**

*8.9.3 If any part or portion of the scheme of development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s) .*

*8.9.4 if due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Builder for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Builder.*

8.9.5 *If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation. I/We appreciate that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed payment schedule, the Promoter will become entitled to terminate the allotment. Conversely if the Promoter does not deliver on time, the Promoter will be liable to be penalised as described in Clauses 8.9.1 and 8.9.2 above .*

8.9.6 *It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for selling / marketing of the flats / spaces in this project shall not have any responsibility towards buyers of flats / spaces nor there shall be any claim by the purchasers of flats / spaces of this project(Allottees) against the marketing agent(s) regarding any matter relating to sale / transfer of the flats / spaces in the project or for matters relating to any deficiency in the services provided by the Marketing Agent for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services provided by them.”*

8.9.7 *The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder)to install some different fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefore.*

## **9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) There are no litigations affecting the Said Land at present. The Owner has absolute, clear and marketable title with respect to the said phase land the requisite rights to carry out development upon the said phase land and absolute, actual, physical and legal possession of the said phase land for the project. **On the basis of the title assurances by the Owners and/or their Advocates and after referring to the**

**papers and documents supplied by them the Promoter shall insure the Owner's title;**

- (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 phase land or the project;
- (iv) There are no litigations pending before any court of law with respect to the said land, project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and Apartment are valid and subsisting and have been obtained by following the due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The promoter has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the said phase land, including the project and the said [ Apartment/ **Plot** ] which will, in any manner, affect the rights of allottee under this agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [ Apartment/ **Plot** ] to the allottee in any 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/ **Plot** ] to the Allottee and the common areas to the association of the Allottees;
- (x) The Schedule property is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and/ or minor has any right, title and claim over the schedule property;
- (xi) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates 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 completion of Project/phase and possession of apartment, building as the case may be alongwith common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees.;
- (xii) No notice from the Government or any local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/ or project;

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

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

- (i) Promoter fails to provide ready to move possession of the Apartment to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties and for which Completion Certificate 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.

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

- (i) Stop making further payments to promoter as demanded by the Promoter by the Promoter. If the Allottee stops making payments, the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any ~~penal~~ interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the rules within 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 specified in the Rules, for every month of delay till the handing over the possession of the [Apartment / Plot] **which shall be paid by the Promoter to the Allottee within 45 days of its becoming due...**

10.3 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 payments for more than 15 days from scheduled date and demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 6 consecutive months after the notice from the promoter in this

regard, the promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the booking amount of 5% of total consideration and interest liabilities and this Agreement shall thereupon stand terminated . Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination .

## **11. CONVEYANCE OF THE SAID APARTMENT**

11.1 The promoter on receipt of complete amount of the price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy/Completion certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till **full and final settlement of all dues and stamp duty and registration charges** to the promoter is made by the Allottee. **The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).**

11.2 *The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter **PROVIDED HOWEVER** after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.*

## **12. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project for three months or till the taking over of the maintenance of the project / phase by the association of the allottees whichever is earlier. The cost of such maintenance has been included in the total price of the Apartment.

**After deemed taking over possession and/or after handing over maintenance of the Project / Phase to the association, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. From**



the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay:

(A) regularly and punctually the proportionate share of maintenance charges;

(B) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'The Rates and Taxes').

(C) The Allottee shall not withhold payment of the same on any account whatsoever.

(D) In the event of any default the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented .

(a) to the discontinuance of services;;

(c) Prevent usage of the lift and prevent usage of the Recreation centre/Club and/or by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.

(E) The Allottee will not be permitted to use any of the facilities and/or utilities in the Residential Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.

(F) Promoter or the Association shall become entitled to all rents accruing from such Apartment if the Apartment has been let out and/or is under tenancy and/or lease.

(G) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.

(H) In the event of sale and transfer of the Apartment the Promoter or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon.

### **13. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per 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 handing over possession, it shall be the duty of the Promoter 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**The Promoter shall obtain all such insurances, including but not limited to insurance of this Project and the cost of such Insurance till transfer of the Insurance in favor of the Association of Apartment Owners. shall form part of the common expenses proportionate share whereof shall be borne by the Allottees.**

**Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter 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 has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\* C 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 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 by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.**

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

*14.1 The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.*

14.2 Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (II) Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Allottee (IV) the elevation and the exterior of the Block (V) Storage areas (VI) Gardens attached to a Apartment (IX) Basement not meant for Common Use (VII) Any Community or Commercial facility which is not meant for common use (VIII) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project or the Entire Housing Complex (IX) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the RESERVED RIGHTS, specifically mentioned in the **SCHEDULE- G** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:

- (i) To raise further storey or stories or make construction , addition or alteration on the roof of the building or in any part thereof or on any open or covered space at the said Housing Project/Phase in accordance with law and to use and connect all common installations facilities and utilities at said Housing Project/Phase for and to all such construction, addition or alteration.
- ii) To set or permit the setting up of of V-Sat, Dish or other antennas etc. at or otherwise used or permit to be used the top roof of the buildings or any part thereof or the parapet walls or any constructions thereon or any part thereof for any projections, signboards, glow sign, placard, advertisement, publicity thereat or there from.

14.3 The Promoter has the right-

- a) To grant the right or facility of open (dependent/independent) /covered(dependent/Independent) / stilt (dependent/Independent) /mechanical parking space at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks in this phase but in other phases the Promoter will be entitled to make additional construction in any manner as per sanction either vertically on top of existing blocks or on any open or covered space in accordance

*with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.*

- c) To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy,hold, grant, transfer or otherwise part with the same with or without any construction and in any manner,.*
- d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Promoters shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by Promoter*
- e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.*
- f) To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.*
- g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Allottee).*
- h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion thereof.*
- i) since the entire Housing Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.*

- j) *The Promoter will have the liberty to change the direction of infrastructure services which may be required by allottees to utilize areas in adjoining phase/project.*

#### **15. 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/ closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the 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.

#### **16. USAGE**

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

#### **17. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 17.1 Subject to clause 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/ her cost, in good repair and condition. **It shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/ epoxy to prevent water seepage** 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, pipe and appurtenances thereto or belonging thereto, in good and tenable 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.
- 17.2 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/ façade of the Building or

anywhere on the exterior of the project, building therein or common areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the 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.

17.3 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 damage arising out of breach of any aforesaid conditions.

17.4 *Internal wiring for electrification will be provided for each Apartment. However, the Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Apartment. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority .*

17.5 The Allottee and all persons under him shall observe all the Rules , Regulations and Restrictions that be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units . A set of **RULES, REGULATIONS AND RESTRICTIONS** are listed in the **SCHEDULE- H** hereto which may be amended and/or changed by the Association any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs at the instance of Promoter/Association or in a proper case by an aggrieved Apartment Owner.**The allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non performance of such obligations given specifically herein to the allottee.**

17.6 **Name of the Project/Building(s)/Wing(s): Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project “Metro Heights” and building will be denoted by letters or name Wing – A&Wing - B or as decided by the promoter and further erect or affix Promoter’s name board at suitable places as decided by the promoter herein on a building and**

at the entrances of the scheme. The Allottee(s) in the said project/ building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this agreement.

- 17.7 The Allottee's liability to pay the aforesaid taxes, outgoings, other charges etc in respect of the Unit will be always on Allottees of the said units and if for any reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottees along with interest thereon @ 26% p.a and Allottees shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottees in writing. It is further specifically agreed that aforesaid encumbrances shall be on said Apartment.
- 17.8 The internal security of the Apartment shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the FIRE SAFETY RULES as provided in the SCHEDULE – J hereunder .

#### **18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

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

#### **19. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project/Phase after the building plan, lay-out plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act **save and except vertical increase in the Floor.**

**However, if after completion of construction and handing over possession if due to change in law or even otherwise the Promoter becomes lawfully entitled to one or more floors on top of the existing roof of Building Blocks, the Promoter will be entitled to construct the same and the Allottee agrees not to object to the same.**

## **20. 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/Plot/Building]**.

## **21. APARTMENT OWNERSHIP ACT**

21.1 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 showing compliance of various laws/regulations as applicable in the said Act.

**21.2 An Apartment Owners Apex Association (Holding Organisation)will be formed Upon completion of construction of the entire Project as the Promoter may deem fit and proper, the Promoter shall call upon the Allottees to hold a General Meeting wherein the Allottees present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association and the Holding Organisation , as prepared and provided by the Promoter at such General Meeting , which shall be final and binding on all the Apartment Owners . When such Association will be formed, each Allottee shall automatically become a member . Until such Association is formed the Promoter shall be entitled to cause an Ad-hoc committee of the Apartment Owners to be formed and the initial members of the said Ad-hoc Committee shall be such of the Apartment Owners who may be nominated and/or selected by the Promoter. The Allottee grants all powers to the Builder and/or to its nominee for all matters related to and/or connected with the formation of the Apartment Owners Association. The Allotteeundertake to join the Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. Each Phase / Project out of the Housing Complex will form its own Association . If the Allottee sells and/or disposes of his Apartment, he will have to notify to the Promoter/Association the name of the transferee and his address. Similarly the**



**Transferee on his part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Promoter/Association about his ownership or interest as the case may be of the Apartment in question.**

**21.3 The Promoter shall at an appropriate time (within maximum period of 3 months from the Deemed Date of Possession of the Apartments of the Project notify the detailed scheme of formation of the Apartment Owners' Association to the Allottees so as to enable them to constitute/form such Owners Association .The Allottee shall whenever required by the Promoter provide specific Power of Attorney in favor of the Promoter for taking steps for formation of the Apartment Owners' Association.**

**21.4 Since this is a large complex containing residential Apartments, where completion and handover of possession is phase-wise the property means land, building, common areas and facilities of the particular phase and such demarcation of land excluding the facilities and parts which are reserved by the Promoter is clearly stated herein.**

**21.5 There will be one Association comprising of all the Wings of the housing complex as envisaged by the Promoter. Till such time the Apartment Owners Association is formed and the Maintenance of all the Building Blocks/Phases are handed over to the respective Association, the Promoter shall look after the Maintenance in place and stead of the Association . The Promoter shall by itself or through its nominated agency maintain the Common areas and Facilities of the Complex upto a maximum of 3 ( three) months from the Deemed date of Possession of Apartments of the last phase of the Complex. This period shall be the interim maintenance period.**

**21.6 On completion of the Construction in all respect, a notice will be given to the Association to take Handover within 90 days. If the handover is not taken by the allottees within this period, the Promoter will charge Supervision Charges @ Rs 0.50 P per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less , from the allottees from the expiry of 90 days till the period handover is taken by the Allottees /Association. If the Association does not take hand over of the common purposes even after 180 days from the date of Notice in such event the Promoter shall no longer be liable or responsible inter alia for the Common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in the Association on and from such date**

but so long as the Promoter continues to provide the services it will be entitled to the supervision charge of 15%.

- 21.7 Each Wing shall elect a body of 3 members by way of election (hereinafter called 'the Maintenance Body')
- 21.9 All the members of the different Maintenance Bodies shall elect a President, Secretary and Treasurer (herein called Office Bearers of Maintenance Body) by way of election.
- 21.10 Maintenance and common purposes of the individual Phase/ Projects shall vest in the Association pertaining to that particular Phase and with regard to the Maintenance and Common Purposes of the entire Housing Complex, the ultimate power, authority and control of the Maintenance shall vest absolutely with the Maintenance Body under the overall guidance and control of the Mother Association which will also be governed by a body of elected representatives.
- 21.11 In all matters of taking decision or of forming and applying and relaxing the Rules and regulations, the decision of the Governing Body of the Association shall be final and binding on the respective Applicants/Allottees and also on the Maintenance Bodies.
- 21.12 In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.
- 21.13 The Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.
- 21.14 The Builder shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Complex after handing over its charge to the Mother/Apex Association.
- 21.15 Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Complex or any part or portion thereof and for taking the responsibility of:-
- (a) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;
  - (b) Rendition of common services;
  - (c) To receive realize and collect the service charges;

(d) To remain responsible for such other functions as may be necessary;

**21.16** The employees employed on the Project shall upon handing over of the Common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the complex e.g watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.

## **22. 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 schedule 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 for 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 the receipt by the Allottee, 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.

## **23. ENTIRE AGREEMENT**

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the said Apartment/Plot/Building, as the case may be.

## **24. RIGHT TO AMEND**

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

## **25. 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 Project shall equally be applicable to and enforceable against any subsequent Allotees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

## **26. WAIVER NOT A LIMITATION TO ENFORCE**

27.1 The Promoter may, at its sole option and discretions, 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 including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

## **27. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 confirm to Act or the Rules and Regulations made hereunder 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.

## **28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

## **29. 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.

## **30. PLACE OF EXECUION**

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other Place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter 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.

### **31. NOTICES**

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

**For Owners**

(i) \_\_\_\_\_  
\_\_\_\_\_

**(ii) For Allottee**

\_\_\_\_\_  
\_\_\_\_\_

**(iii) For Promoter**

\_\_\_\_\_

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

### **32. 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.

### **33. SAVINGS**

Any Expression of Interest, the Booking 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 right and interest of the Allottee under the

Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

### **34. 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 laws of India for the time being in force.

### **35. DISPUTE RESOLUTION**

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 discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

### **THE SCHEDULE –A ABOVE REFERRED TO**

#### **(THE ENTIRE HOUSING COMPLEX)**

**ALL THAT** the piece and parcel of land containing an area of 81 decimal but on actual physical measurement 81 decimal equivalent of 49.05Kottahs(more or less) or 35,316sq.ft. situated lying at Mouzas Hanspukaria , JL No. 120 being Municipal Premises No. 142 BakrahatRoad,Kolkata – 700 104, under P.S:Thakurpukar, Kolkata Municipality, Ward No.- 144, Kolkata – 700 104, District – South 24 Parganas in the following Dag Nos. as per Plan annexed hereto and externally bordered in GREEN.

| <b>Sl No</b> | <b>R.S.Dag No</b> | <b>L.R.Dag No</b> | <b>Total Area in Dag in Decimal</b> | <b>AREA IN ENTIRE HOUSING COMPLEX IN DECIMAL</b> |
|--------------|-------------------|-------------------|-------------------------------------|--|
| 1            | 264               | 314               | 117 Decimal                         | 62 Decimal                                       |
| 2            | 269               | 329               | 61 Decimal                          | 19 Decimal                                       |
|              |                   |                   | TOTAL                               | 81 Decimal                                       |

### **THE SCHEDULE –B ABOVE REFERRED TO**

#### **(THE SAID APARTMENT )**

**ALL THAT** the Unit No.\_\_\_\_\_ on the \_\_\_\_\_ Floor of the Building Block \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq.Ft (Carpet Area corresponding to \_\_\_\_\_ Sq.Ft (Built Up Area) and \_\_\_\_\_ Sq.Ft (Super Built Up Area) in Wing - I of the Housing Complex named

“Metro Heights” under construction on the Schedule–A Land **Together with** the right to use \_\_\_\_ Garage/Closed Car Parking Space (Dependent/Independent) admeasuring \_\_\_\_ Sq.Ft / Mechanical Parking Space/Open Car Parking Space(Dependent/Independent) located on the Basement/Ground/\_\_\_\_ Floor of or around the Building Block and pro-rata share in the Common areas as per Plan annexed hereto.

**THE SCHEDULE–C ABOVE REFERRED TO**  
**(COMMON AREA MAINTENENCE EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Housing Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project as well as the entire Housing Complex.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. 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 building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessee/ occupiers of any Apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
  
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. 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 there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.
22. Any other expense for common Purpose



**THE SCHEDULE-D ABOVE REFERRED TO**  
**(THE COMMON AREA/COMMON PARTS & FACILITIES)**  
**(Common Parts , Portions and Amenities)**

**1. The Common Portions are at 2 (two) levels, which are :**

**1.1 LEVEL: Those which are common to all the segments and are collectively called the “Service Zone” and includes the following:**

**Applies to present phase and all the other phases both future and past**

- 1.1.1 Sewerage treatment Plant / Septic Tank
- 1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.
  
- 1.1.3 Roads, installations, -and security arrangements not exclusive to any segment.
- 1.1.4 Drains and sewers from the premises to the Municipal Duct.
- 1.1.5 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
  
- 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.

- 1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas
- 1.1.12. Round the Clock Security arrangements with CCTV and intercom
- 1.1.13. Main entrance Gate
- 1.1.14 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.15. 24Hrs water supply
- 1.1.16. Rain water harvesting may be created by Promoter at its sole option.
- 1.1.17. Dedicated communication system for telephone
- 1.1.18. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.19. Durwans Room
- 1.1.20. Cable connection

**1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Apartment Owner shall have proportionate share therein. These include the following:**

- 1.2.1. Landscaped Garden
- 1.2.2. Children Play area in the Ground Floor
- 1.2.3. Jogging Track at the terrace
- 1.2.4. A.C. Multipurpose Hall for common use of all the occupants of the said New Buildings at terrace
- .
- 1.2.6. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- 1.2.7 Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- 1.2.8 Walk-ways, Jogging track at Ground Floor & Terrace.
- 1.2.9 Visitors Car Parking
- 1.2.10 Indoor Games at Community Hall
- 1.2.11 Gym at Terrace.

**THE SCHEDULE – E ABOVE REFERRED TO**  
**(LIMITED COMMON AREAS AND FACILITIES )**

1. Open and covered Car Parking areas(Dependent/Independent);

**THE SCHEDULE – F ABOVE REFERRED TO**  
**(SPECIFICATIONS)**

**THE SCHEDULE-G ABOVE REFERRED TO**  
**(RESERVED RIGHTS)**

**The Promoter will be entitled to following reciprocal easements and other reserved rights as provided hereunder:**

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter , in its sole discretion deems necessary or appropriate and in the best interest of the Allottees in order to serve the entire project .
- (3) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until completion of the Housing Project.
- (4) Until the sale and transfer of all the Apartments the Vendor shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Vendor to market the Apartments and also the right to place signs in and around the common areas for marketing without inconveniencing the other Apartment Owners.
- (5) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies for the benefit of any part of the building.
- (6) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access if so required.

- (7) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (8) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Purchaser by noise, dust, vibration or otherwise, provided this does not affect the Purchaser's ability to use the demised unit.
- (9) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building **in accordance with sanctioned plan** in such manner as the Promoter may think fit and proper.
- (10) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (11) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Apartment
- (12) To erect scaffolding for the purpose of repair, cleaning or painting the **any Building block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (13) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (14) The Promoter shall retain for itself , its successors and assigns including all of the Apartment Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until the completion of the Housing Project.
- (15) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across

and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.

- (16) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the roof and the identified wall surfaces within the lobby of the buildings.
- (17) Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartment Owners/Lessees with each other subject however to the other conditions herein.

**THE SCHEDULE –H ABOVE REFERRED TO**  
**(REGULATIONS AND RESTRICTIONS USER RULES)**

**As from the date of possession of the said Apartment the Allottee agrees and covenants -**

- (a) To co-operate with the other Apartment Owner and the Promoter in the management and maintenance of the said New Building.
- (b) To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.
- (c) To use the said Apartment for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter.
- (d) To allow the Promoter with or without workmen to enter into the said Apartment for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment Owner.
- (e) To pay charges for electricity in relation to the said Apartment Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Promoter for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the building.

- (f) Not to do anything or prevent the Promoter from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment Unit.
- (g) To maintain or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
- (h) Not to do or cause anything to be done in or around the said Apartment Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment Unit or adjacent to the said Apartment Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (i) Not to damage demolish or cause to damage or demolish the said Apartment Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment Units in the building or which may cause damage to any other portion of the building in any manner.
- (j) Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment Unit which in the opinion of the Promoter differs from the color Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
- (k) Not affix or draw any wire, cable, pipe from , to or through any of the common portions or outside walls of the building block or other parts , without approval of the Promoter .
- (l) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause

increased premium to be payable in respect thereof if the building is insured.

- (m) Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
- (n) Not to use the said Apartment Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents of the other portions of the said building or buildings or occupiers of the neighboring premises or.
- (o) Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutchra or pucca constructions grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- (p) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- (q) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Promoter.
- (r) Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment unit.
- (s) Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
- (t) To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association. The Promoter shall cause an Adhoc Committee of the Apartment Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment Owner who may be nominated and/or selected by the Vendor. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.

- (u) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Apartment.
- (v) Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Promoter and/or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (w) Not to bring in any contractor or any labour or mason of his own so long as the said complex is not handed over by the Promoter to the Association.
- (x) Watchman, driver, domestic servants or any other person employed by the Apartment Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
- (y) The Apartment Owner must submit photographs of their domestic helps and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
- (z) Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose..
- (aa) The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
- (bb) Any work men temporarily employed by any Apartment Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations . Subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association of FMC as the case may be.
- (cc) The Apartment Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
- (dd) Smoking Zones will be provided within the residential complex where only smoking will be permitted and smoking will be prohibited at all other places.



- (ee) All visitors to the respective Apartments will be filtered at the entrance and permitted entry only on proper authorization from the Apartment Owner ..
- (ff) Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
- (gg) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.
- (hh) On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
- (ii) Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
- (jj) Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
- (kk) To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other Owners and/or occupiers.
- (ll) To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Purchaser and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
- (mm) To remain fully responsible for any pets which may be kept by the Apartment Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge
- (nn) Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
- (oo) To carry out proper pest control treatment in the said Apartment Unit at the cost of the Purchaser.

- (pp) To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
- (qq) Not to have nor create any place of worship in any common part or portion of the building or the Complex . However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex..
- (rr) It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
- (ss) Not to use the Apartment or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
- (tt) Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment Unit nor to permit or suffered to be done into or upon the Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
- (uu) Not to arrange any public function in any part of the property, except with the permission of the Promoter/ Association as the case may be.
- (vv) Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
- (ww) Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
- (xx) The Allottee shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Vendor to any other person and/or persons as the Vendor in their absolute discretion may deem fit and proper.
- (yy) Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any purpose whatsoever or howsoever on any

occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said housing complex. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakraeid, Eid etc shall not be done or permitted within the said Housing Complex and the Apartment Owners shall strictly abide by maintaining such rule/restriction. The Apartment Owners of all caste, creed and religion shall be bound by this..

- (zz) Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- (aaa) Not to install any air conditioner, except in the approved places.
- (bbb) Not allow or use any cable , internet or other service providers save and except those service providers whom the Promoter or the Association might have selected or engaged. The Promoter may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Complex and for this purpose enter into contract with any eligible Service Provider and such contracts by the Promoter with the Service Provider shall be honored for the term of the Agreements/contract.
- (ccc) Pay such further deposits as required by the Promoter/FMC/Association time to time.
- (ddd) Only drills (and not manual hammers) can be used to drive nails into the walls of the Apartment. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Promoter or the FMC or the Association as the case may be.
- (eee) Gratings, if any, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
- (fff) The lobby should be kept clean at all times.
- (ggg) No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Complex.
- (hhh) No tenant will be allowed to occupy any Apartment unless such tenant is introduced to the Promoter or the Association or the FMC as the case may be so that he may be recognized as a bona fide occupant of the Apartment for security purposes.
- (iii) Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
- (jjj) No bills shall be stuck anywhere on the Buildings or in any place within the Project.
- (kkk) No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment Owner, any staff, servant, worker or anybody else except the places designated for the same by the Promoter or the Maintenance Body or the Association.

- (III) Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
- (mmm) Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any .
- (nnn) Car Parking stickers should be obtained from the Promoter, Maintenance Body or the Association to track authorized vehicles.
- (ooo) The Promoter or Maintenance Body or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
- (ppp) The Promoter, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out and Maintenance process so as to ensure that :
- (i) The fit-out works are carried out in accordance with the approved plans;
  - (ii) The Fit-Out works are in compliance with the guidelines as framed by the Promoter/Maintenance Body/Association.
  - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment, shall be undertaken at the expense of the Allottee .
  - (iv) The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities , such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities.
  - (v) All Apartments, except those specifically meant for non-residential purpose shall be used for residential purpose only.
- (ppp) The Promoter will hand over the Fit-Out Rules at the time of handing over possession. Every Allottee shall, undertake and complete all maintenance and repair work within his own Apartment , which if delayed , is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part

thereof and shall also be liable on the said account for payment of damages as may be determined by the Promoter/Association.

- (qqq)** The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment and further the Owner or occupier of any Apartment shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted , any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
- (rrr)** Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
- (sss)** No Apartment Owner / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Apartment if the same shall disturb or annoy other occupants of the building..
- (ttt)** Each Owner shall keep such Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (uuu)** No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.
- (vvv)** No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoter and no puncturing of window/wall to install AC Units will be permitted. The Apartments have been designed for variable Refrigerant Flow (VRF) system of air conditioning with suitable provision for keeping outdoor units of the AC System and also the route to take refrigerant piping , which the Allottee shall have to strictly follow while installing their AC Units.
- (www)** No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Building without similar approval.
- (xxx)** Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-

- closets or apparatus shall be paid for by the Apartment-Owner/Lessee in whose Apartment it shall have been caused.
- (yyy)** No bird or domestic animals shall be kept or harboured within the property without abiding by the municipal by-laws and regulations. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- (zzz)** No radio or television aerial, electrical and telephone installation , machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.
- (aa)** If any electrical points are installed on shear wall/RCC Wall of the Apartment then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
- (ab)** Garbage from the Apartments must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area...
- (ac)** No vehicle belonging to a Apartment Owner or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Buildings by another vehicle.
- (ad)** The Apartment Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment Owner shall be entitled to avail of the cable connection facilities provided to all.
- (ae)** After the Purchase the Apartment Owner shall get his Apartment mutated. In case of default by the Apartment Owner/Lessee, the Promoter will be entitled to get the said Apartment mutated and apportioned in the name of the Apartment Owner subject to the Apartment Owner's bearing and paying all costs, charges and expenses including professional fees.
- (af)** The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
- (ai)** House rules may be added to, amended or repealed at any time by the Promoter and after formation by the Association by the Holding Organization.

**THE SCHEDULE – I ABOVE REFERRED TO**

## **(FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system.
3. Read the operating instructions on the body of the Fire Extinguishers provided on your floor.
4. Know the assembly area and the location of the fire fighting equipments installed outside your Apartment in your building.
5. Dispose of unwanted items from your Apartment. These things may act as fuel to the fire.
6. Do not use Terylene, Nylon, Polyester cloth in the kitchen nor wear cifton/nylon sarees/dress and preferably use an apron while cooking.
7. Keep Corridors, walk ways or passage ways free of obstruction.
8. Install Fire equipment at proper place inside your Apartment.
9. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
10. Must readily have the Fire Station and Police Station telephone nos.
11. Ultimate Roof Door should be kept open at all times.
12. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
13. Air-conditioner systems is to be maintained properly to avoid fires.
14. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
15. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipments;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches; lighter;
  - (vii) LPG Cylinder Leakage.
16. To use ISI standard equipments and cables.
17. To immediately replace faulty electrical items.
18. Switch off electrical points when not in use.

19. Guard live electrical parts.
20. Switch off at the socket before removing plug.
21. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
22. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
23. Do not tamper with electrical equipment without adequate knowledge.
24. To check regulator of Gas Cylinder frequently and to change the Gasket every year.
25. To clean nozzle of the Oven regularly.
26. Kitchen Chimney should be cleaned every month.
27. To keep the LPG valve/regulator switched off when Gas/stove not in use.
28. Always store the LPG Cylinder in an upright position.
29. Check for gas leaks by applying soap solution on cylinder joints. The appearance of soap bubbles indicate leak points.
30. Never tamper with LPG cylinder.
31. Strike the match first and then open the burner knob of the stove.
32. Fix Safety cap on the valve when the cylinder is not on use.
33. Do not place cylinder inside a closed compartment.
34. Keep the Stove on a platform above the cylinder level.
35. Flame of Burner should not spread beyond the bottom of utensil while cooking.
36. In AC Kitchen Gas cylinder should be kept outside the kitchen.
37. Cylinder should not be installed near a heat source and should not be exposed to sun, rain, dust and heat.
38. Keep portable size Fire extinguisher for kitchen.
39. Gas leak detector may be installed in kitchen.
40. Buy Gas pipe of approved quality from authorized distributor only.
41. Keep windows open to ventilate the kitchen.
42. Fire Crackers must be handled under supervision.
43. Fire Crackers should be lit only at designated areas



**THE SCHEDULE- J ABOVE REFERRED TO**  
**(TOTAL PRICE INCLUDING EXTRA CHARGES & DEPOSITS)**  
**AS PER PAGE ATTACHED**

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at..... (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Owner(s).....

At..... on ..... in the presence of:

- 1.
- 2.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter at \_\_\_\_\_ in the presence of :

- 1.
- 2

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: at \_\_\_\_\_ in the presence of :

- 1.
- 2

LIST OF SCHEDULES

|                |  |
|----------------|--|
| SCHEDULE-A     | Description of Said Land                                   |
| SCHEDULE-B     | Description of the Apartment and<br>Garage/Closed Parking; |
| SCHEDULE –C    | Common Area Maintenance Charges;                           |
| Schedule- D& E | :Common Areas/Amenities/ Limited<br>Common Areas           |
| Schedule F     | Specifications;  |
| SCHEDULE-G     | Reserved Rights  |
| SCHEDULE-H     | Rules/Regulations/Restrictions                             |
| SCHEDULE-I     | Fire Safety Rules  |
| SCHEDULE – J   | Payment Plan   |

ANNEXURES

|         |   |
|---------|---|
|         |   |
| ANNEX-A | Copy of Authenticated copies of the plans of the Layout of the<br>said phase /project |
| ANNEX-B | Copy of Floor plan of the said Apartment  |
|         |   |