

- 5.3.3 to change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations which are or shall be common to the Building Complex and from time to time to shift any such Common Area or Installation into any of the New Building or other portions of the Building Complex;
- 5.3.4 The facilities pertaining to Play Room, gym and Plunge pool as contemplated in clauses 21.1.5 to 21.1.6 hereto shall be subject to approval being granted by the municipal and other appropriate authorities.
- 5.4. Any use of the Common Areas and Installations shall be done by the Purchaser using due care and caution and the role of the Developer shall be only to provide the initial infrastructure in respect of the Common Areas and Installations as per the specifications mentioned in **PART I** of the **THIRD SCHEDULE** hereto and to appoint agencies for taking care of the same and facilities therefrom for the period the Developers remains the Maintenance- in -charge. The Purchaser shall not hold the Vendor or the Developer liable in any manner for any accident or damage while enjoying the Common Areas and Installations by the Purchaser or his family members or any other person.
- 5.5. In addition to the those specified herein, the Developer shall be entitled to frame all other necessary rules and regulations in connection with the use of the Common Areas and Installations by the Purchaser and the other Co-owners from time to time which shall be abided by and observed fulfilled and performed by the Purchaser and automatically form part of the Rules and Regulations.
- 5.6. The Purchaser shall not be entitled to raise any objection, claim or dispute in respect of all or any of the matters contained in Clause 5 or completion of construction at the Building Complex or to any act deed or thing done by the Vendor and the Developer or the Maintenance In-charge in connection therewith including on account of temporary closure or non availability of any of the Common Areas and Installations or any temporary inconvenience or obstruction in the use of the Designated Unit and/or the Common Areas and Installations to facilitate any relocating, change of capacity, dimension, repair, replacement, maintenance, shifting, physical or in built specifications or any other addition or alteration to any of the Common Areas and Installations as provided for hereinabove or otherwise,

## **6. CONSTRUCTION AND DELIVERY:**

- 6.1. The sale of the Designated Unit shall be as a flat constructed and completed by the Developer in the manner and to the extent mentioned in this agreement and the relationship between the Vendor and the Developer on the one hand and the Purchaser on the other hand shall be strictly as sellers and buyer of the Designated Unit and its Appurtenances. The sale of the Designated Unit shall be together with the fittings and fixtures affixed thereto by the Developer as per the agreed Specifications. . In this regard the Purchaser hereby authorize and permits the Developer to change or alter

such specifications or installations with alternative equivalent substitutes thereof available in market without any further reference to the Purchaser.

- 6.2. The construction of the Designated Unit is intended to be carried out by the Developer in accordance with the Specifications mentioned in **PART-II** of the **THIRD SCHEDULE** hereto and, subject to force majeure and unavoidable delays and subject to purchaser making payments of the consideration and other amounts the due date stipulated hereunder and complying in the Purchaser's other obligations herein contained, within the period mentioned in **PART-III** of the **THIRD SCHEDULE** hereto read with clause 6.4 hereto.
- 6.3. **Notice for Possession:** Upon constructing the Designated Unit as per the said specifications, the Developer shall issue a Notice for Possession to the Purchaser requesting the Purchaser to take possession of the Designated Unit and within 15 days of the Developer issuing the Notice for Possession, the Purchaser shall take possession of the Designated Unit upon making payment of all dues including those on account of the consideration and/or the Extras and Deposits and fulfill all his other covenants hereunder mentioned.
- 6.4. Before issuing the Notice for Possession, the Developer shall provide connections (either temporary or permanent) of water, electricity, sewerage and drainage in or for the Designated Unit and obtain the Completion Certificate of the Architect and apply for full/partial Occupancy/Completion Certificate or the like before the Kolkata Municipal Corporation or other appropriate authority (covering the whole or part of the New Building including the Designated Unit). It will not be necessary for the Developer to construct or complete the New Building or to install and make operative all the Common areas and Installations before issuing such notice. It is expressly provided that the Developer shall within 8 (eight) months from the issuance of the Notice for Possession to the Purchaser obtain the full/partial Occupancy/Completion Certificate and permanent connection in respect of any utility which can be obtained after grant of Occupancy Certificate and also install and make operative all those Common Areas and Installations which remained incomplete before issuance of such Notice for Possession.
- 6.5. In case the Purchaser fails to take possession of the Designated Unit within 30 days of the Developer issuing the Notice for Possession, the Purchaser shall be liable to pay a pre-determined compensation to the Developer by way of holding charges calculated @Rs. 10,000 /- (Rupees Ten Thousand ) only per month in respect of the said Unit from the Appointed Date for the period till the Purchaser takes such possession and the Developer shall be deemed to have complied with all its obligations towards the Purchaser hereunder without there being any default on the part of the Developer. This shall be in addition to the other applicable interest and Taxes and Outgoings payable by the Purchaser hereunder and also without prejudice to the other rights remedies and claims of the Developer and the Vendor hereunder and the other obligations and liabilities of the Purchaser hereunder.

- 6.6. The Developer shall comply with the building plans (with such sanctionable modifications or alterations or additions therein as may be deemed fit and proper or necessary by the Developer or advised by the Architect or directed by the Municipal or any other authority).
- 6.7. The Purchaser has satisfied himself that the Developer shall be entitled to utilize any unutilized FAR arising either out of the current building sanction plan or any sanction that the Developer may hereafter be granted by the Kolkata Municipal Corporation or other appropriate authority for the purpose of constructing additional storey or stories (beyond 7th floor) on the roof of the New Building or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and on such terms and conditions as they may, in their sole discretion, think fit and proper.
- 6.8. The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Building Complex or any part thereof by the Developer (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated unit and/or the Common Areas and Installation).
- 6.9. **Fittings & Fixtures:** Except those provided by the Developer, all fitouts to be put-up, erected and installed at or inside the Designated Unit including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fitout works, the Purchaser shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and Installations and there shall be regular clearing of all debris arising out of the Fitout works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Unit. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fitout or other activity.
- 6.10. Furthermore and without prejudice to the generality of the forgoing it is expressly agreed that in case any purported structural defect in the construction or any defect in workmanship of the Designated Unit is noticed by the Purchaser within one year from the Appointed Date, the Purchaser shall immediately bring the same to the notice of the Developer and unless the purported defect or change has arisen due to any act or omission on the part of the Purchaser or its agents and the Architects certifying the same as such, the Developer shall if the defect is possible to be rectified, rectify the purported defect without charge to the Purchaser or shall pay a reasonable compensation for such defect or change.

- 6.11. Notwithstanding anything elsewhere to the contrary contained in clause 6.10 immediately preceding, it is expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving to the Developer the opportunity to inspect assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of their obligations contained in clause 6.10 immediately preceding and the purchaser shall not be entitled to any cost or compensation in respect thereof.
- 6.12. It is further agreed that even prior to completion of the said Unit in the manner aforesaid, in case the Purchaser desires to simultaneously carry out its fit-outs therein, then the Purchaser may be permitted to carry out the same if the Developer agrees to the same, and in such event the Purchaser shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the Developer hereunder prior thereto. During such fit-out period, the Purchaser shall be liable for payment of charges for various utilities like electricity generator water lifts etc., as be determined by the Developer.

## **7. COMPLETION OF SALE:**

- 7.1. The Purchaser agrees to cause the sale of the Designated Unit and its Appurtenances to be completed by executing a Deed of Conveyance by the Vendor and the Developer in respect thereof simultaneously with the Purchaser taking possession of the Designated Unit. In case of the Purchaser committing any delay or default in getting the Deed of Conveyance executed and registered, the Purchaser shall be liable for all liabilities and consequences arising thereby.
- 7.2. In case the laws for the time being in force require the sale of the said share in the Land and/or proportionate undivided indivisible variable share in the area of Common Areas and Installations to be carried out in favour of any Association or otherwise than to the Purchaser, then the deed of conveyance in respect thereof shall at the costs and expenses of the Purchaser be so executed and registered as per law.
- 7.3. The deed of conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc., as be drawn by the Advocates appointed by the Developer and the Purchaser shall execute the same without raising any objection.

## **8. NOMINATION/TRANSFER BY THE PURCHASER:**

- 8.1. The Purchaser may, only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Developer and against payment of the sum mentioned in clause 8.2 below, in advance to the Developer, nominate another person as his nominee to complete the purchase of the Designated Unit in place and stead of the Purchaser subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee

expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Purchaser and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned in clause 8.2 below in respect of the Designated Unit paid to the Developer as aforesaid) or GST arising due to any nomination by the Purchaser shall be payable by the Purchaser or its transferee but the Vendor or the Developer shall have no liability in respect thereof and in case any tax is demanded from the Vendor or the Developer or to which the Vendor or the Developer are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Purchaser in advance to the Vendor and/or the Developer and the Developer may not give any consent to any such nomination or transfer without the receipt of such payment.

- 8.2. The sum payable by the Purchaser in terms of clause 8.1 above shall be a sum calculated @1% (one percent) of the Total Consideration at which the Designated Unit is purchased by the nominee or the Total Consideration mentioned in the **SEVENTH SCHEDULE** hereto, whichever be higher.
- 8.3. The Purchaser shall not be entitled to assign or transfer this agreement for a period of 12 months from the date of execution hereof. Furthermore, with effect from the Appointed Date the Purchaser shall not let out, sell, transfer or part with possession of the Designated Unit at any time until all the amounts, charges, outgoings and dues payable by the Purchaser to the Developer in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser from the Developer.
- 8.4. It is clarified that any change in the control or ownership of the Purchaser (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.

## **9. AREA CALCULATION AND VARIATIONS:**

- 9.1. **Carpet Area of Unit:** The carpet area for the Designated Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts (if any), and exclusive balcony/or Verandah or exclusive open terrace area but includes the area covered by internal partition walls and pillars of and at the Unit.
- 9.2. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- 9.3. **Built-up Area:** The built-up area for the Designated Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and

any other Unit/Balcony and the area covered by all other external walls, column, pillars of the such Unit/Balcony and also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc).

- 9.4. **Proportionate Common Area:** The proportionate share of the Common Areas and Installations attributable to the Designated Unit is undivided «Common\_Area» Square feet more or less.
- 9.5. **Maintenance Chargeable Area:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up Area of the Designated Unit being «Built\_Up\_Area» square feet and the estimated Proportionate Common Area which is «Common\_Area» Square feet more or less.
- 9.6. The Purchaser has verified the areas as mentioned in clause 9.1 to 9.5 above and the basis of calculation thereof and has accepted the same fully and in all manner. The Purchaser has agreed to pay the consideration amount payable by the Purchaser hereunder upon having fully satisfied himself about the area to comprise in the Designated Unit mentioned in **PART-I** of the **SECOND SCHEDULE** hereunder written. In case upon completion of construction or at any time theretofore, the area of the Designated Unit is found to be more / less than the area mentioned in this agreement, then the price and other amounts payable by the Purchaser to the Developer in terms hereof shall be increased/ decreased on pro-rata basis.
- 9.7. In case of any dispute between the parties, the Certificate of the Architect (appointed by the Developer) as regards the areas of the Designated Unit/Balcony and/or of the areas of the Common Areas and Installations, shall be final and binding on the parties.
- 9.8. The Developer shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the Designated Unit.

#### **10. MAINTENANCE IN-CHARGE AND ASSOCIATION:**

- 10.1. Until the period mentioned in clause 10.2 to 10.4 hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of the Developer hereto who shall be the Maintenance In-charge. The Developer may itself or by appointing any person or facilities management agency or agencies, look after and administer the acts relating to the Common Purposes. The Purchaser shall, if so required by the Developer, enter upon separate maintenance related agreement with the Developer or the Maintenance Agency/ies appointed by it.
- 10.2. At any time hereafter and before the formation of the Association, the Developer may, at its discretion, require the Purchaser and the other Co-owners to become shareholders in any Company formed and incorporated with the object of carrying out the acts relating to the Common Purposes (hereinafter referred to as "the **Maintenance Company**"). The shareholding of the Purchaser in the Maintenance

Company shall be equivalent to the carpet area of the Designated Unit. The membership of the Maintenance Company shall be co-terminus and co-extensive with the validity of this Agreement Provided that upon execution of the Deed of Conveyance in respect of the Designated Unit such membership shall be integral and inseparable from the ownership of the Designated Unit and whoever owns the Designated Unit shall have membership in the Maintenance Company.

- 10.3. Subject to grant of Occupancy Certificate in respect of the said Complex and transfer of 60% (sixty percent) of Units in the Complex to allottees and subject to formation of the Association by then, the rights and responsibilities of the Developer and/or the Maintenance Company shall be transferred to the Association whereupon only the Association shall be entitled thereto and obliged therefor. If the law then in force so permits, the Maintenance Company could also be treated by the Developer as the Association to which the Purchaser hereby consents. All reference to the Developer and/or Maintenance Company and/or any person or persons nominated, appointed and/or authorised by the Developer herein with regard to the Common Purposes shall thenceforth be deemed to be the reference to the Association.
- 10.4. In case due to any reason no Association is formed by the Co-owners within 90 days of the issuance of completion certificate by Kolkata Municipal Corporation in respect of the New Buildings, the Developer may send a notice in writing to the Purchaser and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, and in such event, the rights responsibilities and obligations with regard to the Common Purposes shall, as on the date mentioned in such notice, be deemed to have been handed over/transferred by the Developer to all the Co-owners for the time being of the Building Complex and thereupon the Developer shall stand relieved therefrom and only the Co-owners shall be entitled thereto and obliged therefor fully and in all manner.
- 10.5. The Developer shall also transfer to the Association or the Co-owners, as the case may be, the Deposits made by the Purchaser to the Developer in terms hereof, after adjustment of its dues, if any and which shall thenceforth be held by the Association/Co-owners in the relevant accounts.
- 10.6. So long the Developer or its nominee/appointee as aforesaid is the Maintenance In-charge, the Purchaser shall not hold the Maintenance In-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In-charge in their acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Developer or its nominee/appointee as aforesaid responsible to furnish any accounts, vouchers, bills, documents etc., in any manner and the Purchaser as well as the Maintenance Company / Association shall remain liable to indemnify and keep indemnified the Developer for all liabilities due to non-fulfillments of their respective obligations contained herein by the Purchaser and/or the Maintenance Company / Association.

- 10.7. Furthermore, with effect from date of expiry of the notice period specified in clause 10.4 hereinabove written or the formation of the Maintenance Company / Association and its taking charge of the acts relating to the common purposes whichever be earlier, all the employees of the Developer having appointment as on such date for the common purposes such as watchmen, security men, caretaker, sweeper, etc., shall be employed and/or absorbed by the Maintenance Company / Association or the Co-owners as the case may be with continuity of service with effect from such date.
- 10.8. The rules, regulations and/or bye laws of the said Association and those that the Maintenance Company and/or the Association and/or the Co-owners may frame or apply in respect of the Building Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Vendor and/or the Developer, hereunder reserved and/or belonging to them or any of them and also those that they or any of them may hereafter reserve

**11. DEVELOPER'S AND VENDOR'S EXCLUSIVE AREAS AND ENTITLEMENTS:**

- 11.1. Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows:-
- 11.1.1 Upon construction of the New Building the Developer shall identify and demarcate portions of the ground level at the said premises as driveway, pathway and passage for common use. Save and except the portion so identified to be driveway, pathway and passage for common use and save and except those expressed or intended to form part of the Common Areas and Installations, all open and covered space at the ground level of the said premises shall be the exclusive property of the Vendor and the Developer in accordance with the Development Agreement and they shall have the full and free right to make additions, alterations, constructions and/or re-constructions in such open and covered space at the Building Complex and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in its absolute discretion, think fit and proper.
- 11.1.2 The Developer and the Vendor hereby exclude and reserve unto themselves the right, in accordance with law, to construct additional storey or stories (beyond 7<sup>th</sup> floor) on the roof of the New Building or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and on such terms and conditions as they may, in their sole discretion, think fit and proper. In the event of any such construction the Developer shall, if necessary, shift the Over-head Water Tank and other common installations on the roof of such construction being the ultimate roof for the time being of the New Building which shall then be a common roof. The Developer shall have full and free right to construct upon the other portions of the said premises outside the New Building, such building or structures or other erections and installations as the Developer may deem fit and proper and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other



- purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in its absolute discretion, think fit and proper.
- 11.1.3 In case of any construction or additional construction, there shall be a consequential decrease in the said share in the land and in the share of Premises Common Areas and Installations, but the Purchaser either individually or together with the co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Developer and/or the Vendor on account thereof
- 11.1.4 The Developer shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Developer and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signages, sign boards etc., and on such terms and conditions as the Developer in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Developer and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 11.1.5 The Developer shall always have the full and absolute right and authority to make or allow any one to make construction, addition, alteration, decoration, advertisement, display, put lollipops, dressing on the open spaces at the ground level or at the façade or frontage or boundary wall or fencing or any part of the Commercial Block and to use, enjoy, hold and transfer the same to any person.
- 11.1.6 The Developer shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Developer in their sole discretion, may think fit and proper) with the Vendor, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, and any other facility primarily for the use of the Co-owners or any of them including from the Commercial Block and with possibility of outsiders being also provided services therefrom by the Vendor/supplier/service provider. The Developer shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the New Building or any other part of the Building Complex.
- 11.1.7 The Commercial Block including the open space in front (i.e. in front of the Building on its southern side which is delineated in the **First Plan** annexed hereto by "**Orange**" borders) of the same may at the discretion of the Developer have separate entry/exit and/or open and covered adjoining spaces and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Developer may deem fit and proper.
- 11.1.8 For or relating to any such constructions, additions or alterations, etc., the Developer shall have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities like lift, generators, elevator, drainage water, etc available at the said premises thereto as be deemed to be expedient to make such area and constructions tenantable.
- 11.1.9 The Developer shall be at liberty to cause to be changed the nature of use or occupancy group in respect of any Unit or (other than the Designated Unit) Parking Space or other

areas and spaces to any other user or occupancy group as the Developer may deem fit and proper and to own, use, sell and/or transfer as the Developer may deem fit and proper..

- 11.1.10 The Purchaser hereby consents and confirms that the Developer shall be at liberty from time to time to have the Building Plan modified and/or altered for construction reconstruction addition and/or alteration of or to the Building Complex or any part thereto and/ or for change of user of any Unit other than the Designated Unit Provided That in case by such modification, alteration and/or sanction the location or built-up area of the Designated Unit is likely to be affected then the Developer shall take a consent from the Purchaser for such modification, alteration and/or sanction which such consent shall not be unreasonably withheld.
- 11.1.11 The Developer shall also be entitled to all existing and future vertical and horizontal exploitation of the New Building at the said premises and to sell transfer or otherwise dispose of the same on such terms and conditions as it may in its absolute discretion think fit and proper..
- 11.2. The Purchaser doth hereby agree, acknowledge and accept that the rights title and interest under clause 11.1 and its sub-clauses hereinabove are and shall be and be deemed to be excepted and reserved unto and to the Developer and/or the Vendor as provided, and to all provisions and stipulations contained therein and also otherwise hereunder and hereby undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Vendor and/or the Developer and/or persons deriving title or authority from them or any of them.

**12. PURCHASER'S FURTHER ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:**

- 12.1. Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendor and the Developer to the said premises and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Development Agreement and the power of attorney executed pursuant thereto and fully understood the contents purport and meaning thereof and the rights and powers of the Vendor and the Developer thereunder and also otherwise and agrees and covenants not to raise any objection with regard thereto. The Purchaser has also inspected and satisfied himself about the Building Plan (including the modifications being made thereto) in respect of the Complex, the New Building, the Designated Unit and the drawings, specifications location and area of the Designated Unit, balconies, and the Common Areas and Installations and agrees and covenants not to raise any objection with regard thereto.
- 12.2. It is expressly agreed that immediately upon the Developer notifying the Purchaser to take possession of the Designated Unit in terms of clause 6.3 above, the Purchaser shall inspect and satisfy himself about the area workmanship and completion of the Designated Unit in every respect before taking possession. With effect from the expiry

- of the notice period contemplated in the said clause 6.3 above, it shall be deemed that the Developer has complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled to raise any dispute against or claim any amount from the Developer on account of defect in the construction of the Designated Unit or the Building Complex or in the workmanship or materials used therein or in the Building Complex or on any other account whatsoever.
- 12.3. The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Vendor and the Developer for fulfilment of the Purchaser's obligations and the Vendor and the Developer's rights shall in no way be affected or prejudiced thereby.
- 12.4. The Purchaser individually or along with the other Co-owners will not require Vendor or the Developer to contribute towards proportionate share of the Common Expenses in respect of the Units which are not alienated or agreed to be alienated by them or any of them for a period of 36 months from the date of completion of the entire Building Complex.
- 12.5. It is agreed that any transfer of the Designated Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land, and the transferee of the Purchaser shall also be bound to become a member of the Association.
- 12.6. In the event of the Purchaser being a person other than Indian citizens domiciled in India or outside all necessary formalities as per the applicable laws and rules of The Reserve Bank of India and others concerned shall be observed and performed by the Purchaser.
- 12.7. The Purchaser shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (application and Transfer of Immoveable Property in India) Regulations, 2000 and all/or other statutory provisions as laid down and notified by the Government, Reserve Bank of India or concerned Statutory Authorities from time to time. The Purchaser understand and agree that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by The Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Developers and the Vendor accepts no responsibilities in this regard. Any refund to them shall be made in Indian Rupees and 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.
- 12.8. The Purchaser shall cause and ensure that any money paid by him is not in violation of any laws of the country of its citizenship or domicile or residence (temporary or

permanent) or any other country, including but not limited to being receipt of bribes, kickbacks, political contributions, or other prohibited funds or payments and in the event of a breach of this certification/affirmation, should the Vendors suffer damage to its reputation and loss of business which is incapable of accurate estimation, the Purchaser agrees to defend, indemnify and hold harmless the Vendors from all claims, demands, causes of action, damages, losses, fines, penalties or costs, including attorney's fees, that the Vendors may suffer by reason of such certification and affirmation by the Purchaser as above.

- 12.9. The Purchaser accepts that the power backup from the Common Generator in the Building Complex shall be commenced only upon twenty five percent of the Co-owners (other than the Vendor or the Developer) taking possession of their respective Units in the Building Complex and not before and shall not raise any objection, dispute or claim in this behalf. The Developer shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy for commencement of power backup at any time.

**13. DEFAULTS:**

- 13.1. The Purchaser shall pay interest @12% (twelve percent) per annum or such interest if any as may be prescribed in applicable laws, on all sums becoming due hereunder and which the Purchaser fails to pay to the Developer within the period stipulated hereunder for the period during which the Purchaser remains in default. This will be without prejudice to the other rights and remedies of the Developer hereunder including to adjust the amounts under default, as also the interest, from other payments made / deposited by the Purchaser with the Developer. The Developer shall have the discretion to waive and/or reduce the interest payable as aforesaid.
- 13.2. In case the Purchaser commits default in making payment of the consideration, Extras and/or Deposits or any installment/part thereof within 45 days of the due dates thereof in terms hereof or commits any breach of the terms and conditions herein contained, then or in any of such events, this agreement shall at the option of the Developer (acting on behalf of itself and the Vendor) stand terminated and rescinded and in the event of such termination and rescission the rights and claims, if any, of the Purchaser against the Vendor, the Developer, the Designated Unit and/or any Appurtenances shall stand extinguished without any right of the Purchaser hereunder. In the event of cancellation, the Vendor and the Developer shall be entitled to enjoy and/or transfer the said Unit to any person without in any way becoming liable to the Purchaser and upon the Developer having entered into a contract for sale of the said Unit with any new buyer or buyers having received the consideration due till that period from the new buyer/s, the Developer shall refund to the Purchaser the earnest money paid by the Purchaser to the Developer after deduction of a sum equivalent to 20% ( twenty percent) of the total consideration and the accrued interest on the delayed payment (if any) as and by way of pre-determined compensation/liquidated damages. It is agreed by the parties that the pre-determined compensation/liquidated damages mentioned

above has been mutually assessed and agreed by the parties to be genuine and reasonable and it will not be open to the Purchaser, at any time, to contend to the contrary.

- 13.3. In case the Developer condones the default of the Purchaser (without being obliged to do so) then in such event the Purchaser shall, alongwith such dues and/or arrears, pay interest as per clause 13.1 above on all amounts remaining unpaid and nonetheless in addition thereto it is expressly agreed and declared that the period stipulated in **PART III** of the **THIRD SCHEDULE** hereunder written for construction of the said unit by the Developer shall stand automatically extended by such period of default by the Purchaser.
- 13.4. In case the Purchaser complies with and/or is ready and willing to comply with his obligations hereunder and the Developer fails to construct the Designated Unit as provided in clause 6.2 above and within the stipulated period mentioned therein, then the Developer shall be automatically allowed an extension of 06 (six) months without being liable for any penalty or interest during such extended period and in case of failure on the part of the Developer to do so even within such extended period then and only in such event, the Purchaser shall be entitled to claim from the Developer interest calculated @12% (twelve percent) per annum on the amount paid by the Purchaser to the Developer till then or such interest as may (if any) be prescribed in the laws for the time being then in force, as damages / compensation arising from the date of expiry of the stipulated period of construction and the extension (grace period) thereof till the date of delivery of possession of the said Unit to the Purchaser.
- 13.5. In case of cancellation of this agreement due to any reason, any loss or liability on account of brokerage, statutory taxes including GST, service taxes, cess or like) and levies, stamp duty, registration charges and allied expenses paid on or in respect of this agreement or the transaction envisaged herein shall be exclusively for and to the account of and borne and paid by the Purchaser alone.
- 13.6. Nothing contained herein shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

#### **14. FORCE MAJEURE:**

- 14.1. The period for construction or delivery of possession of the Designated Unit by the Developer to the Purchaser and the compliance of all other obligation by the Developer and the Vendor shall always be subject to them or any of them not being prevented by Force Majeure. The time for compliance by the Developer and/or the Vendor as the case may be shall automatically get postponed by the duration of the Force Majeure event and its effects. Storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, Labour unrest, shortage and non availability of construction material, order of injunction or otherwise restraining or suspending development or construction at the said premises or in obtaining connections of the water, drainage, electricity or other connections by the

Court of Law, Tribunal or Statutory Body, scarcity of materials or equipments in the market and any other reason beyond the Developer' control shall be included in Force-Majeure for such purposes.

- 14.2. The Purchaser agrees that, if as a result of (a) any legislation, order or rule or regulation made or issued by the government or any other authority or (b) any competent authority refusing, delaying, withholding, denying the grant of necessary approvals, permissions, clearances or certificates or there arising any matters or issues relating to such approvals, permissions, notices, notifications, or (c) force majeure condition, the continuance of the construction work is stopped or rendered not possible thereby leading to the delay in the delivery of the Designated Unit to the Purchasers beyond 24 months from the stipulated date mentioned in this agreement, the Developer may, in its sole discretion, cancel this agreement and in such event the Developer shall be liable to refund to the Purchaser only the consideration amount received by the Developer from the Purchaser without any interest or compensation whatsoever.

**15. MISCELLANEOUS:**

- 15.1. The Developer shall be entitled to apply for and obtain and/or raise financial assistance from Banks, Financial Institutions, Non Banking Financial Institutions by way of mortgage or charge of or otherwise creating a lien on the said premises or any building or part or share thereof and/or any Flat/Unit in the Building at the said premises in addition thereto and/or in substitution thereof **Provided However That** any such mortgage, charge or lien, if it relates to the Designated Unit and the Appurtenances shall be redeemed/discharged by the Developer by way of repayment of the loan prior to the execution of Deed of Conveyance by the Developer in favour of the Purchaser in terms hereof. In case the Purchaser, with the prior written consent of the Developer, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Purchaser alone and if such loan or finance or interest or any part thereof remains due at the time of execution of the deed of conveyance, the Purchaser shall be bound to obtain and furnish the no objection of the lender at least 30 days prior to the stipulated date of execution of the deed of conveyance and to comply with any other requirement of the lender in this regard without holding or making liable the Developer or the Vendor in any manner therefor.
- 15.2. As soon as the said new complex is constructed, the Developer shall insure the same with any general insurance company and obtain insurance policy as required by law.
- 15.3. The Purchaser's proportionate undivided share in the land of the said premises and Common Areas and Installations shall be the proportion in which the carpet area of the Designated Unit may bear to the carpet area of all the Units in the Building Complex. It is clarified that while determining the proportionate share of the Purchaser the decision of the Developer on any minor variations shall be binding on the Purchaser.

- 15.4. The Purchaser agrees to register this agreement and to bear and pay all stamp duty, registration fee and allied expense in connection therewith and the Vendor and the Developer hereby agrees to be available for registration of the same.
- 15.5. The Purchaser shall be and remain responsible for and to indemnify the Vendor, the Developer and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the New Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor and the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor and/or the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 15.6. In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkeep by and at the costs and expenses of the allottee thereof.
- 15.7. Any delay or indulgence by the Vendor and/or the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Vendor and/or the Developer.
- 15.8. Unless changed by the Developer, Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Building Complex.
- 15.9. Unless changed by the Developer, Messrs. Interarch of BA-14, Sector-I, Salt Lake City, Kolkata-700064 shall be the Architect for the Building Complex.
- 15.10. The Building Complex shall bear the name " **43 AUROBINDO SARANI**" or such other name as be decided by the Developer from time to time. The name of the building complex cannot be changed unless permitted by the Developer in writing and it shall not be necessary for the Developer to grant any such permission.
- 15.11. If any provision of this Agreement or the application thereof to any circumstance shall be invalid, void or unenforceable, the Parties agree to use all reasonable endeavors to substitute for such provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid, void or unenforceable provision.
- 15.12. This Agreement contains the entire agreement of the parties and no other representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. It supercedes all other publications, advertisements

and/or communications of any nature whatsoever. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Developer or the Vendor or their agents, servants or employees other than these, if any, what is specifically set forth herein.

- 15.13. Any delay or indulgence by the Land Owner and the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Land Owner and the Developer.
- 15.14. In case there are joint Purchasers all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.

**16. ADJUDICATION OF DISPUTES:**

- 16.1. Should there be disputes and differences by and between the parties hereto in any way relating to or connected with the Designated Unit and/or this Agreement and/or anything done in pursuance hereof, the same shall at first be tried to be resolved by the parties by mutual discussions and consultation. If such effort to mutually resolve the disputes, fails then the disputes shall be referred to the arbitration of an arbitral tribunal (the "Tribunal"), consisting of three arbitrators one to be nominated by Owner and Developer combined and one by the Purchaser and the third one by the first two arbitrators. It is agreed by and between the parties hereto that the said Sole Arbitrator or the person as be nominated by him shall have the power to pass and give both interim order and award and/or Award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the parties. The Arbitration shall otherwise be governed by the provisions the Arbitration and Conciliation Act, 1996 as modified from time to time. The place of Arbitration shall be Kolkata.

**17. NOTICE:**

- 17.1. Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid. In case there be more than one Purchaser, then notice to the first named purchaser shall be sufficient notice to all the Purchasers.



**18. JURISDICTION:**

- 18.1. Only the Civil Courts having territorial jurisdiction over the said premises shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

**SECTION - IV # SCHEDULES****THE FIRST SCHEDULE ABOVE REFERRED TO:****19. (SAID PREMISES)**

- 19.1. **ALL THAT** piece or parcel of land containing an area of 13 Cottahs 11 Chittacks 7 Square feet more or less situate lying at and being Premises No. 43, Sri Aurobindo Sarani, (Previously known as 107, Grey Street), Kolkata 700005, Police Station Shyampukur within Ward No. 10 of the Kolkata Municipal Corporation and butted and bounded as follows:-

- 19.1.1 On the **North** : By Premises No. 3C and 8F, Raja Naba Kissen Street.  
 19.1.2 On the **South** : By Grey Street (now Sri Aurobindo Sarani)  
 19.1.3 On the **East** : By Premises No. 45, Sri Aurobindo Sarani and  
 19.1.4 On the **West** : Partly by Premises No. 64A and partly by Premises No. 64B, Jatindra Mohan Avenue.

- 19.2. **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished

**THE SECOND SCHEDULE ABOVE REFERRED TO:****20. PART-I # (DESIGNATED UNIT)**

- (i) **ALL THAT** the Residential flat being Unit No. «Flat\_No» containing a built-up area of «Built\_Up\_Area» square feet (carpet area whereof being «Carpet\_Area» Square feet) more or less of the Building Complex at the said premises and shown in the First Plan annexed hereto duly bordered thereon in "RED".

**20.2. PART-II # (APPURTENANCES)**

- 20.2.1 **SAID SHARE IN LAND: ALL THAT** the proportionate undivided indivisible share in the land comprised in the said premises attributable to the Designated Unit.

**20.3. PART-III # (PARKING FACILITY)**

- 20.3.1 **PARKING RIGHT:** «Ground\_floor\_car\_parking\_clause»  
 «Open\_carparking\_clause».

**THE THIRD SCHEDULE ABOVE REFERRED TO:****21. PART-I****21.1. Common Areas & Installations at the Building Complex:**

- 21.1.1 Entrance and exit gates of the said Premises.  
 21.1.2 Paths passages driveways and ramps in the said Premises other than those reserved by the Owners and/or the Developer for their own use for any purpose and those meant

- or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Owners and/or the Developer for exclusive use of any Co-owner.
- 21.1.3 Tugged up Entrance Lobby in the Ground Floor of the Building .
- 21.1.4 Two staircases with full and half landings and with stair covers on portions of the ultimate roof .
- 21.1.5 Ultimate roof of the building with Plunge pool, decorations and beautification, subject to the exceptions and reservations contained in Clause 11 and its sub-clauses hereto.
- 21.1.6 Residents' Club with well-equipped gymnasium and play area .
- 21.1.7 There will be 2 (two) automatic with central opening sliding doors alongwith lift shafts and the lobby in front of it on typical floors and with lift machine room and stair from the ultimate roof leading to the machine room.
- 21.1.8 Electrical installations with main switch and meter and space required therefore in the building .
- 21.1.9 Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s for the same .
- 21.1.10 Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the Common Areas, for operation of lifts and water pump and for supply of power in the Said Unit to the extent of quantum mentioned herein and/or in the other units during power failure.
- 21.1.11 Underground Water reservoir .
- 21.1.12 Water pump with motor and with water supply pipes to the overhead water tanks for each block and with distribution pipes therefrom connecting to different units .
- 21.1.13 Ion removal plant .
- 21.1.14 Water waste and sewerage evacuation pipes from the units to drains and sewer common to the Building and from there to the municipal drain.
- 21.1.15 Fire fighting system.
- 21.1.16 Fire pump room.
- 21.1.17 Security Room for darwan / security guards in the ground floor of the building.
- 21.1.18 Common toilets in the Ground Floor.
- 21.1.19 Requisite arrangement of Intercom / EPABX with connections to each individual flat from the reception in the ground floor.
- 21.1.20 CCTV camera to be installed in the entrance lobby at the ground floor of the buildings.
- 21.1.21 Boundary walls.

## 22.

### PART-II

- 22.1. **(Specifications as regards constructions of and fittings and fixtures to be provided in the Unit)**
- 22.1.1 **FOUNDATION & STRUCTURE:** The Said Building/s' designed and is being built on R.C.C. foundation resting on deep bored concrete piles and Reinforced Concrete structure complying with IS code.
- 22.1.2 **External & Internal walls :** The External and the internal walls will be built with a combination of Common clay Bricks/fly ash bricks and Reinforced concrete walls.
- 22.1.3 **DOORS:** Wooden door frame with 35mm thick flush shutters having spirit polish teak veneer finished on both faces except for kitchen and toilets doors which will have commercial faced inners painted with matching enamel paint. The shutters will be hung with standard Hinges. Entrance door shall have night latch and a magic eye. Bedroom

and kitchen doors shall have mortise lock and doorstopper and the toilet doors will have bathroom latch.

22.1.4 **WINDOWS:** Anodised/ powder coated standard section aluminum or UPVC sliding windows with glass inserts and matching fittings.

22.1.5 **FLOORING:**

- (a) The flooring of the Living & Dinning, Bedrooms will be finished in vitrified tiles.
- (b) Ground Floor lift lobby will be laid with Italian marble with matching skirting's.
- (c) Other common area floored with screed concrete.
- (d) Typical floor lobby finished with quality vitrified tiles .

22.1.6 **TOILETS:**

- (a) Designer ceramic tiles on the walls upto door height and Anti-Skid ceramic tiles on the floor.
- (b) Porcelain sanitary wares of Hindustan/Parryware or equivalent brand.
- (c) Concealed piping system for Hot and cold water line.
- (d) Sleek CP fittings of Jaguar or equivalent make.
- (e) Matching glass mirror, shelf, soap tray and towel rail..

22.1.7 **KITCHEN:**

- (a) Granite top cooking platform with one stainless steel sink and drain board.
- (b) Walls of kitchen will be covered with ceramic tiles upto a height of two feet above the counter.
- (c) Water Filter.

22.1.8 **DECORATION WORK:** Inside walls will be finished with plaster of paris punning and exterior surface of wall will be finished with combination of cement/texturous paint, stones and glazing as per architectural drawings.

22.1.9 **ELECTRICAL WIRING & FITTINGS AND GENERATION POWER:**

- (a) Total concealed electrical wiring for all the rooms.
- (b) Air-conditioning plug point in all the bedrooms and Living Room.
- (c) Geyser point in all toilets.
- (d) Stipulated light and plug point in dining/ drawing and bedrooms, as per architectural drawings.
- (e) Electrical call bell at main entrance door.
- (f) Telephone point in living room and all bedrooms.
- (g) Compatible wiring which can be hooked up to a cable television network.
- (h) Video door phone at the entrance of the flat/unit.
- (i) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1 (one) watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.

23.

**PART-III:**

23.1.

**(Period of Construction of Unit)**

23.1.1 The Designated Unit described in **PART-I** of the **SECOND SCHEDULE** hereinabove written shall, subject to the other terms hereof, be constructed and completed within December 2019 with extensions and grace period of 6 months.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:****24. (Common Expenses)**

- 24.1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Building Complex, MLCP, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the New Building and/or the building Complex and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other part of the New Building and/or the building complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 24.2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
- 24.3. **STAFF:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits..
- 24.4. **ASSOCIATION:** Establishment and all other expenses of the Maintenance Company and the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 24.5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the building and/or the premises (save those assessed separately in respect of any unit).

- 24.6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Building Complex (except individual units) and/or any Common Areas and Installations and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 24.7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 24.8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 24.9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including MLCP and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- 24.10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor, the Developer, the Maintenance Company and/or the Association for the common purposes.
- 24.11. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**25.**

**PART-I**

- 25.1. **OUTGOINGS AND TAXES:** The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- 25.1.1 Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Unit and Appurtenances directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said premises.
- 25.1.2 All other taxes land revenues, impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the Appurtenances or the Building or the said premises and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.
- 25.1.3 Electricity charges for electricity consumed in or relating to the Designated Unit and the Appurtenances (including any applicable minimum charges and proportionate share

- of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Developer and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to the concerned service provider.
- 25.1.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Unit and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- 25.1.5 Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.3.00 (Rupees three) only per Square foot per month of the Maintenance Chargeable Area mentioned in clause 9.5 hereto. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- 25.1.6 Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1(One) watt per Square Feet of built-up area of the respective units from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Developer or the appropriate authorities as the case may be..
- 25.1.7 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 25.2. All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise also all other payments herein mentioned shall be made within 7 days of the demand made by the Developer and/or the Maintenance In-charge The bills and demands for the amounts payable by Purchaser shall be deemed to have been served upon the Purchaser in case the same is left at the above address of the Purchaser or in the letter box earmarked for the Designated Unit **Provided That** any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any

delay, demur or default and indemnify and keep indemnified the Vendor, the Developer and the Maintenance-in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser may have on such bills shall be sorted out within a reasonable time but payment shall not be withheld by the Purchaser owing thereto.

- 25.3. The amount mentioned in clause 25.1.5 above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 25.4. If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Designated Unit and/or the New Building or on the transfer of the Designated Unit, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 (seven) days of a demand being made by the Developer without raising any objection thereto.
- 25.5. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the Appointed Date.
- 25.6. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Purchaser shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

**26. PART-II # (RULES AND REGULATIONS)**

- 26.1. The Purchaser binds himself and covenants:
- 26.1.1 to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Developer to use or permit any other Unit to be used for non-residential purposes.
- 26.1.2 to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes.

- 26.1.3 to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Developer and/or the Maintenance Company, as the case may be. The Purchaser shall not hold the Developer liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Purchaser or his family members or any other person, and the Purchaser shall also be liable to pay the separate additional charges as prescribed by the Developer or the Maintenance In-charge from time to time for use of the Community Hall for hosting their private functions or ceremonies, if permitted by the Developer or the Maintenance In-charge in writing and the Developer or the Maintenance In-charge shall be at liberty to refuse the same without assigning any reason thereof.
- 26.1.4 unless the right of parking is expressly granted and mentioned in **PART-III** of the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises) nor claim any right to park in any manner whatsoever or howsoever
- 26.1.5 In case the Purchaser has applied for facility of parking motor car/two wheeler and has been allotted the said Facility and is so specifically mentioned in **PART-III** of the **SECOND SCHEDULE** hereinabove written, the facility of such parking shall be subject to the following conditions:-
- (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
  - (ii) the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Building Complex (including at the open spaces at the said premises) nor claim any right to park in any manner whatsoever or howsoever;;
  - (iii) the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
  - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (v) The Purchaser shall not park any vehicle of any description anywhere within the Building Complex save only at the place, if agreed to be granted to him.
  - (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Building Complex and none else.
  - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive



Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Developer and/or the Vendor liable in any manner whatsoever nor make any claim whatsoever against the Developer and/or the Vendor.

- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
- (x) Any use of the Mechanical Parking System by the allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Developer and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

26.1.6 In case the facilities pertaining to Play Area, gym and Plunge pool as contemplated in clauses 21.1.5 to 21.1.6 hereinabove is approved by the municipal and other appropriate authorities, the Purchaser binds himself and agrees as follows:-

- (i) The said facilities may be used by the Purchaser and its family members residing at the Designated Unit in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the such facilities, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.
- (ii) The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Purchaser using due care and caution and the role of the Developer shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Purchaser shall not hold the Developer liable in any manner for any accident or damage while enjoying any such facilities by the Purchaser or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate additional charges as prescribed by the Developer or the Maintenance In-charge from time to time for use of the Community Hall for hosting his private functions or ceremonies, if permitted by the Developer or the Maintenance In-charge in writing and the Developer or the Maintenance In-charge shall be at liberty to refuse the same without assigning any reason thereof.

26.1.7 Not to make any construction or addition or alteration or enclose any Common Areas and Installations nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of

- health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 26.1.8 Not to claim any access or user of any other portion of the Building Complex except the New Building and the Common Areas and Installations mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 26.1.9 to carryout all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the Kolkata Municipal COrporation, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other co-owners
- 26.1.10 not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Unit **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Unit.
- 26.1.11 To apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of appropriate authority within 06 (six) months from the date of possession.
- 26.1.12 Not to partition or sub-divide the Designated Unit nor to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the New Buildings passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building Complex nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the New Building or any part thereof.
- 26.1.13 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Developer or the Maintenance Company differs from the colour scheme of the buildings or deviation of which in the opinion of the Developer or the Maintenance Company may affect the elevation in respect of the exterior walls of the buildings and if so done by any Co-owner, Such Co-owner shall be liable to reimburse to the Developer and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Co-owners.
- 26.1.14 In case any Open Terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall

always travel with such flat and the following rules terms conditions and covenants shall be applicable on the purchaser thereof in relation thereto.

- (a) The purchaser thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the flat owned by such purchaser in the said buildings).
  - (b) The purchaser thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.
  - (c) The purchaser thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - (d) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- 26.1.15 not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- 26.1.16 not to install or keep or operate any generator in the Designated Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Unit is situate or in any other common areas of the New Building or the said Premises save the battery operated inverter inside the Designated Unit.
- 26.1.17 not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 26.1.18 not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- 26.1.19 To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- 26.1.20 not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 26.1.21 no bird or animal shall be kept or harboured in the common areas of the building complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the building complex unless accompanied.
- 26.1.22 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable

times for construction and completion of the New Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

- 26.1.23 to use the Common Areas and Installations only to the extent required for ingress to and egress from the Designated Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Premises by the Vendor and the Developer and all other persons entitled thereto.
- 26.1.24 to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Unit free from all hazards relating to fire.
- 26.1.25 to keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building Complex in good and substantial repair and condition so as to support shelter and protect the other units/parts of the New Buildings and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
- 26.1.26 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the New Building or may cause any increase in the premia payable in respect thereof.
- 26.1.27 not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Building Complex.
- 26.1.28 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- 26.1.29 keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises.
- 26.1.30 to maintain at his own costs, the Designated Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Building Complex.

- 26.1.31 not to alter the outer elevation or façade or colour scheme of the New Buildings (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the New Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 26.1.32 Not to install grills the design of which have not been suggested or approved by the Developer or the Architects.
- 26.1.33 not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- 26.1.34 not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Co-owners in a lawful manner.
- 26.1.35 not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- 26.1.36 to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Developer and the Land Owner saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- 26.1.37 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 26.1.38 not to use the Designated Unit or any part thereof or any part of the Building Complex as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners, it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the Vendor and/ or the Developer to use or permit any other Unit or portion of the New Building to be used for residential and non residential purposes
- 26.2. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing

and performing the covenants terms and conditions of the Purchaser hereunder ( then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.25% (one decimal two five percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- 26.2.1 disconnect the supply of electricity to the Designated Unit.
- 26.2.2 withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Unit.
- 26.2.3 to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**27.**

**(EXTRAS AND DEPOSITS)**

27.1.

**PART-I**

27.1.1 **(EXTRAS) #** The Purchaser shall also pay to the Developer the following amounts:-

- (i) Towards legal and documentation charges (out of which 50% shall be paid simultaneously with the execution hereof) Rs. 65000/- (Rupees Sixty Five Thousand) only **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration on or before the Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier. In addition to the said fees, the Purchaser shall also be liable for payment of service tax thereon, if and as applicable.
- (ii) In case the Purchaser requests any additions or alterations and/or change in the layout or specification with regard to construction of the Designated Unit in excess of those specified in this agreement and the Developer, then without prejudice to the right of the Developer to refuse or deny the same, in case the Developer, in their sole discretion agree to do the same or any part thereof, the Purchasers shall be liable to pay upfront the full costs charges and expenses for the Developer doing the same. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Premises Common Elements ultimately resulting in delay in the delivery of possession of the said Unit by the Developer to the Purchaser, the Developer shall not be liable for any interest damages compensation etc., that may be suffered by the Purchaser thereby.
- (iii) Proportionate share of any costs charges and expenses for setting up or providing any additional, or extra common area or installation in variation and/or addition to those mentioned in **PART-I** of the **THIRD SCHEDULE** hereinabove written.
- (iv) All stamp duty, registration fees and allied expenses on execution and registration of this agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance hereof in favour of the Purchaser and/or its nominees and/or the Association and

otherwise applicable to the transaction envisaged herein and to be paid to the appropriate authorities before the date of execution of the respective instruments. The Purchaser is aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit.

- (v) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Designated Unit directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas and Installations and payable to the Developer on or before the Appointed Date.
- (vi) Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.
- (vii) Goods and Service Tax, or any other statutory charges/levies by any name called, if applicable and payable on construction of the Designated Unit or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser to the Developer in respect of the Designated Unit within 7 days of receiving bills in respect thereof from the Developer.
- (viii) All taxes, levies, betterment fees, development charges etc., if so payable at any time hereafter under any statute rules and regulations on the said premises and/or the Designated Unit and/or the New Buildings or on the construction or transfer of the Designated Unit envisaged hereunder and the same shall be payable by the Purchaser wholly if the same relates to the Designated Unit and otherwise proportionately and such payment shall be made to the Developer and/or to any authority as the Developer may require within 7 days of being demanded in writing by the Developer.
- (ix) Unless otherwise expressly so mentioned, all the said amounts specified in clause 27 hereinabove and clause 28 hereinbelow shall be paid and/or deposited by the Purchaser with the Developer and/or the Maintenance In-Charge, as the case may be, before the Date of Commencement of Liability. This shall not however prejudice the Developer's and/or the Maintenance In-Charge's right to claim or realise the said amounts thereafter in case the liability arises or accrues thereafter or if the Developer deliver possession of the said Unit without claiming and/or receiving the same and/or otherwise.
- (x) It is expressly agreed and understood that in case the exact liability on all or any of the heads mentioned hereinabove cannot be quantified then the payment shall be made according to the Developer's reasonable estimate subject to subsequent accounting and settlement within a reasonable period.
- (xi) Nothing contained above shall affect or derogate the right of the Developer to claim any amount on account of Extras or Deposits at any time after the delivery of possession in case the Developer delivers

possession of the said Unit without receiving the same and the Purchaser shall be liable to pay all such amount within 30 (thirty) days of receiving a notice from the Developer in this behalf.

28.

**PART-II**

28.1.

**(DEPOSITS)**

28.1.1 The Purchaser shall make advance payment and/or deposit and/or keep deposited (free of interest) with the Developer and/or the Maintenance In-charge the following sums of money against the respective heads hereinbelow mentioned, and in the event of any default by the Purchaser in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) within the due dates and in the manner mentioned hereunder, the Developer and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Developer and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

- (a) A sum calculated @Rs.35/- (Rupees Thirty five) only per Square foot of the Maintenance Chargeable Area (elsewhere herein defined) of the said Unit towards rates and taxes in respect of the said Unit, electricity charges, sinking fund, other outgoings etc. free of interest.
- (b) A sum calculated @Rs.18/- (Rupees Eighteen) only per Square foot of the Maintenance Chargeable Area (elsewhere herein defined) of the said Unit as Advance maintenance charges, alongwith applicable service tax.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

29.

**(Consideration)**

The consideration payable by the Purchaser to the Developer for sale of the Designated Unit together with Appuertances Shall be as follows:-

	Consideration money for the Purchaser's Designated Unit «Consideration_clause» <b>(Unit Price)</b>	Rs.	«Total_Purchase_Consideration_incl_Plc»/-
	<b>TOTAL</b>	<b>Rs.</b>	<b>«Total_Purchase_Consideration_incl_Plc»/-</b>

**(Rupees «Total\_Purchase\_Consideration\_in\_Words»)**



- 29.1. **Note:** It is expressly agreed that Goods and Service Tax as be applicable and payable on construction of the Said Unit from time to time shall be borne paid and discharged by the Purchaser with each installment.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

**30. (PAYMENT PLAN)**

- 30.1. The said total consideration as mentioned in the **SEVENTH SCHEDULE** hereinabove shall be paid by the Purchaser to the Developer by cheque drawn in the name of "**Sadgati Properties Private Limited**" in installments as follows:

<b>Sl No.</b>	<b>Particulars</b>	<b>Amount (Rs.)</b>
1	Payable on or before the execution of these presents	«Execution_amount»/-
2	Payable on completion of Pile Cap	«Installment_amount_5»/-
3	Payable on casting of 1 <sup>st</sup> Floor Slab	«Installment_amount_5»/-
4	Payable on casting of 2 <sup>nd</sup> Floor Slab	«Installment_amount_5»/-
5	Payable on casting of 3 <sup>rd</sup> Floor Slab	«Installment_amount_5»/-
6	Payable on casting of 4 <sup>th</sup> Floor Slab	«Installment_amount_5»/-
7	Payable on casting of 5 <sup>th</sup> Floor Slab	«Installment_amount_5»/-
8	Payable on casting of 6 <sup>th</sup> Floor Slab	«Installment_amount_5»/-
9	Payable on casting of 7 <sup>th</sup> Floor Slab	«Installment_amount_5»/-
10	Payable on casting of Ultimate Roof	«Installment_amount_5»/-
11	Payable on completion of Internal Brickwork of the said Unit	«Installment_amount_5»/-
12	Payable on completion of Flooring of Living/Dining and Bedroom of the said Unit	«Installment_amount_5»/-
13	Payable on completion of Electrical Wiring of the said Unit	«Installment_amount_5»/-
14	Payable on completion of Lift Installation	«Installment_amount_5»/-
15	On or before the Appointed Date or completion of sale whichever be earlier	«Possession_Amount_10»/-
	<b>TOTAL (Rs.)</b>	«Total_Purchase_Consideration_incl_Plc»/-

**THE NINTH SCHEDULE ABOVE REFERRED TO:**

**31. (DEVOLUTION OF TITLE)**

- 31.1. One Nilima Devi (Chatterjee), Pradip Kumar Chatterjee, Adhip Chatterjee and Proteep Kumar Chatterjee were the owners of the Said Premises, in equal shares.
- 31.2. The said Nilima Chatterjee, a Hindu died intestate on 6th July 1986 leaving her surviving her husband Kanal Chand Chatterjee, three sons namely the said Pradip

Kumar Chatterjee, Adhip Chatterjee and Proteep Kumar Chatterjee and his daughter namely Namita Roy (nee Chatterjee) as her heirs and legal representatives who all upon her death inherited and became entitled to her entire undivided one-fourth part or share of and in the said Premises, absolutely and in equal shares.

- 31.3. By a Deed of Gift dated 28th June 1988 and registered with the Registrar of Assurances, Calcutta in Book No. I Volume No. 232 Pages - 102 to 109 Being No. 10381 for the year 1988, the said Namita Roy in consideration of her love and affection conveyed and transferred by way of gift to the said Proteep Kumar Chatterjee, Archana Chatterjee (since deceased) and one Gopa Chatterjee her undivided one-twentieth share in the said Premises.
- 31.4. The said Kanai Chand Chatterjee, a Hindu died intestate on 3rd August, 1996 leaving him surviving his three sons namely the said Pradip Kumar Chatterjee, Adhip Chatterjee and Proteep Kumar Chatterjee and his daughter the said Namita Roy (nee Chatterjee) as his heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Premises, absolutely and in equal shares.
- 31.5. The said Archana Chatterjee, a Hindu died intestate on 16th May, 1999 leaving her surviving her husband the said Pradip Kumar Chatterjee, one son namely Kousttav Chatterjee and one daughter namely (Smt.) Atrayee Chakraborty as his heirs and legal representatives who all upon her death inherited and became entitled to her entire part or share of and in the said Premises, absolutely and in equal shares.
- 31.6. In the premises aforesaid the said Pradip Kumar Chatterjee, Adhip Chatterjee, Proteep Kumar Chatterjee, Kousttav Chatterjee, (Smt.) Atrayee Chakraborty, (Smt.) Gopa Chatterjee and (Smt.) Namita Roy became entitled to said Premises in the following shares

Sl. No.	Name	Share in the Premises
1.	Pradip Kumar Chatterjee	229/720 <sup>th</sup> Share
2.	Adhip Chatterjee	5/16 <sup>th</sup> Share
3.	Proteep Kumar Chatterjee	79/240 <sup>th</sup> Share
4.	Kousttav Chatterjee	1/180 <sup>th</sup> Share
5.	(Smt.) Atrayee Chakraborty	1/180 <sup>th</sup> Share
6.	(Smt.) Gopa Chatterjee	1/60 <sup>th</sup> Share
7.	(Smt.) Namita Roy	1/80 <sup>th</sup> Share

- 31.7. By virtue of the following three sale deeds all dated 23rd September 2009 and registered with the Additional Registrar of Assurances-II, Kolkata the said Pradip Kumar Chatterjee, Adhip Chatterjee, Proteep Kumar Chatterjee, Kousttav Chatterjee, (Smt.) Atrayee Chakraborty, (Smt.) Gopa Chatterjee and (Smt.) Namita Roy for the consideration therein respectively mentioned sold conveyed and transferred their entire and respective part or share of and in the said Premises in favour of the Vendor hereto, absolutely and forever and one Vikson Limited concurred and confirmed such sale:-

- 31.7.1 By a sale deed registered in Book I CD Volume No. 23 Pages 1324 to 1344 Being No. 10650 for the year 2009, the sale of the share of the said Proteep Kumar Chatterjee in the said premises was effected.
- 31.7.2 By a sale deed registered in Book I CD Volume No. 24 Pages 2161 to 2180 Being No. 10651 for the year 2009, the sale of the share of the said Adhip Chatterjee and Gopa Chatterjee in the said premises was effected.
- 31.7.3 By a sale deed registered in Book I CD Volume No. 22 Pages 2492 to 2515 Being No. 10624 for the year 2009, the sale of the share of the said Pradip Kumar Chatterjee, Kousttav Chatterjee, (Smt.) Atrayee Chakraborty and (Smt.) Namita Roy in the said premises was effected.
- 31.8 The Vendor has caused to be mutated its name as Owner in the records of the Kolkata Municipal Corporation in respect of the said Premises.

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

**SIGNED SEALED AND DELIVERED** by  
the above named **VENDOR** at Kolkata in  
the presence of:

**SIGNED SEALED AND DELIVERED** by  
the above named **DEVELOPER** at  
Kolkata in the presence of:

**EXECUTED AND DELIVERED** by the  
above named **PURCHASER** at Kolkata in  
the presence of:

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018

BETWEEN

NEELKAMAL COMMODITIES PRIVATE LIMITED

... VENDOR

AND

SADGATI PROPERTIES PRIVATE LIMITED

...DEVELOPER

AND

«First\_applicants\_Name»

«Second\_Applicants\_Name»

...PURCHASER

AGREEMENT

(Unit No.«Flat\_No» on the «side» side of the  
«Floor» floor of the Building "43 Aurobindo  
Sarani" )

**DSP LAW ASSOCIATES  
ADVOCATES  
4D NICCO HOUSE, 1B & 2 HARE STREET,  
KOLKATA-700001**