

**AGREEMENT FOR SALE**

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**BY AND BETWEEN**



M/s. **FACILE REALTORS PVT. LTD.** (PAN - AACU18368), a Company incorporated under the Companies Act, 1956, having its registered office at 291/3A, Kankari, Model Court, VLP Road, PO - Airport, PS - Bagmati, Kolkata - 700032, Dist. 24 PGS (N), hereinafter for sake of brevity being referred to and called as the **"VENDOR/LANDOWNER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-office, executors, administrators and assigns) being **PARTY of the FIRST PART**, being represented by M/s. **EVANIE INFRASTRUCTURE PVT LTD** (PAN - AAFC15886D), a Company incorporated under the Companies Act, 1956 (CTN - U45309WB2017PTC220329), having its registered office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No. E2/1, 1<sup>st</sup> floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist. 24 PGS (N), being represented by its Director namely **SRI SUPRIYA KUMAR PATRA** (PAN - BCSPF2300E), s/o Sri Anis Kumar Patra, by faith Hindu, by occupation - business, residing at Village - Radhapur, PO - Madhubpur, PS - Bhupatnagar, Dist. Purba Medinipur, PIN - 721626, by virtue of the resolution adopted, passed and resolved in the meeting of B.O.D. held on 03/11/2017 at 1 PM at 594/1, Dakshindari Road, Bima Abasan, Flat No. E2/1, 1<sup>st</sup> floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist. 24 PGS (N), by virtue of a registered Development Power of Attorney having Being No. 09422/2018 of ADSE Registrar. (for flats sold under Developer's Allocation in accordance to the terms and conditions of the Development Agreement and as demarcated and delineated in the Supplementary Development Agreement).

**A N D**

M/s. **EVANIE INFRASTRUCTURE PVT. LTD.** (PAN - AAFC15886D), a Company incorporated under the Companies Act, 1956 (CTN - U45309WB2017PTC220329), having its registered office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No. E2/1, 1<sup>st</sup> floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist. 24 PGS (N), being represented by its Director namely **SRI SUPRIYA KUMAR PATRA** (PAN - BCSPF2300E), s/o Sri Anis Kumar Patra, by faith Hindu, by occupation - business, residing at Village - Radhapur, PO - Madhubpur, PS - Bhupatnagar, Dist. Purba Medinipur, PIN - 721626, by virtue of the resolution adopted, passed and resolved in the meeting of B.O.D. held on 03/11/2017 at 1 PM at 594/1, Dakshindari Road, Bima Abasan, Flat No. E2/1, 1<sup>st</sup> floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist. 24 PGS



(N) Hereinafter for sake of brevity being referred to and called as the "PROMOTER/DEVELOPER" in such expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in office, executive, administrative and managerial being PART of the SECOND PART

**A N D**

*(If the Allottee/Purchaser is an Individual)*  
SRI/SMT. \_\_\_\_\_ (PAN - \_\_\_\_\_), son/daughter/wife of  
Sri/Smt./Late \_\_\_\_\_, by faith Hindu/Islam/ \_\_\_\_\_ by nationality  
Indian, by occupation - service/business/housewife/retired/self employed/  
resulting at \_\_\_\_\_ PO - \_\_\_\_\_, PS - \_\_\_\_\_ PIN - \_\_\_\_\_  
\_\_\_\_\_ Dist. \_\_\_\_\_

**AND/OR**

*(If the Allottee/Purchaser is a Company)*  
M/s. \_\_\_\_\_ (PAN - \_\_\_\_\_), a Company incorporated under  
the Companies Act 1956, (CIN - \_\_\_\_\_), having its registered  
office at \_\_\_\_\_, PO - \_\_\_\_\_, PS - \_\_\_\_\_  
PIN - \_\_\_\_\_, Dist. \_\_\_\_\_, State - \_\_\_\_\_, being represented by it's  
Director SRI/SMT. \_\_\_\_\_ (PAN - \_\_\_\_\_), son/daughter/wife of  
Sri/Smt. \_\_\_\_\_, resulting at \_\_\_\_\_, PO - \_\_\_\_\_  
\_\_\_\_\_ PS - \_\_\_\_\_, PIN - \_\_\_\_\_, Dist. \_\_\_\_\_, State - \_\_\_\_\_

**AND/OR**

*(If the Allottee/Purchaser is a Partnership Firm)*  
M/s. \_\_\_\_\_ (PAN - \_\_\_\_\_), a Partnership Firm established  
under the Indian Partnership Act 1932, having its registered office at  
\_\_\_\_\_ PO - \_\_\_\_\_, PS - \_\_\_\_\_ PIN - \_\_\_\_\_  
\_\_\_\_\_ Dist. \_\_\_\_\_, State - \_\_\_\_\_, being represented by it's Partner  
SRI/SMT. \_\_\_\_\_ (PAN - \_\_\_\_\_), son/daughter/wife of



Sr./Smt \_\_\_\_\_ residing at \_\_\_\_\_ PO \_\_\_\_\_  
PS - \_\_\_\_\_ PIN - \_\_\_\_\_ Dist \_\_\_\_\_ State - \_\_\_\_\_

**AND/OR**

(If the Allottee/Purchaser is a Trust)

\_\_\_\_\_ (PAN - \_\_\_\_\_) a Trust/Society established under the  
Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at  
\_\_\_\_\_ PO - \_\_\_\_\_ PS - \_\_\_\_\_ PIN - \_\_\_\_\_  
Dist \_\_\_\_\_ State \_\_\_\_\_ being represented by its Managing  
Trustee/Trustee SRI/SMT, \_\_\_\_\_ (PAN - \_\_\_\_\_) son/daughter/wife  
of Sr./Smt \_\_\_\_\_, residing at \_\_\_\_\_ PO - \_\_\_\_\_  
PS - \_\_\_\_\_ PIN - \_\_\_\_\_ Dist \_\_\_\_\_ State - \_\_\_\_\_

hereinafter for the sake of brevity referred to and called as the  
"ALLOTTEE/PURCHASER" (which term or expression shall unless otherwise excluded  
by or repugnant to the subject or context be deemed to mean and include his/her/it's/their  
respective heirs, executors, administrators, representatives, successors-in-interest and  
assigns) being **PARTY of the THIRD PART**.

The Vendor/Landowner, the Promoter/Developer and the Allottee/Purchaser shall  
hereinafter collectively be referred to as the "Parties" and individually as a "Party"

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**<: SUBJECT MATTER OF THIS AGREEMENT :>**

**HOUSING PROJECT:-** The Housing Complex shall be named and styled as "EVANIE  
NATURE CITY - PHASE - I" and shall continue to be called and named as same until  
and unless changed or revoked by the Vendor/Landowner and the Promoter/Developer  
herein. The said Housing Complex consists of several Building/Block/Tower containing  
several self-contained complete residential Flats, Apartments, Units etc. and Bungalows;  
Commercial Space Car Parking Space etc. The said Housing Complex/Project is to be  
constructed in different phases and the current phase shall be named and styled as  
"EVANIE NATURE CITY - PHASE - I".



**SABD FLAT:-** All that piece and parcel of one self-contained residential flat having Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor \_\_\_\_\_ side measuring about \_\_\_\_\_ sq. ft. carpet area/ consisting \_\_\_\_\_ Bed Room/s, \_\_\_\_\_ Living cum Dining Space, with \_\_\_\_\_ Kitchen, and \_\_\_\_\_ One/2 (two) toilet/s W/C in Block/Tower No. \_\_\_\_\_ of the proposed Housing Complex known and styled as "EVANIE NATURE CITY - PHASE - I", together with undivided, imperforable, proportionate share in the land underneath the said Building/Block/Tower in consideration and right to use and access common service areas to be appended thereto in accordance with the Building Plan sanctioned from the concerned competent Authority. That the flat under consideration is under Landowner's Allocation/Developer's Allocation in accordance to the terms and conditions of the Development Agreement and as demarcated and delineated in the Supplementary Development Agreement as above referred to herein.

#### **c: DEFINITIONS :-**

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

- 1) "ACT" shall mean and refer to the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XL of 2017).
- 2) "RULES" shall mean and refer to the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- 3) "REGULATIONS" shall mean and refer to the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- 4) "SECTION" shall mean and refer to section/s of the Act.
- 5) "DESIGNATED FLAT/APARTMENT" shall mean and refer to the apartment allotted to the Allottee having Flat No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. ft. on the \_\_\_\_\_ floor \_\_\_\_\_ side (hereinafter referred to as the "Apartment" and morefully described in **Schedule \_\_\_\_\_** hereunder as per the floor plan and specifications annexed hereto and marked as **Schedule \_\_\_\_\_**). "Apartment" shall mean and include chamber, dressing unit, flat, office, showroom, shop, go-down, premises, suit, tenement, unit or by any other name, means a separate and self



contained part of the building on the plot of land, used or intended to be used for any residential or commercial purpose such as residence, office, shop, showroom or go down or for carrying on any business, occupation, profession or trade or for any other type of work ancillary to the purpose specified. That the flat under consideration is under allotment/ Allocation/ Developer's Allocation in accordance to the terms and conditions of the Development Agreement and as demarcated and delineated in the Supplementary Development Agreement as above referred to herein.

- 6) **"PARKING SPACE"** shall mean and refer to the right to park one two-wheeler, four-wheeler in the covered parking space allotted to the Allottee/Purchaser measuring an area of sq. ft., more fully described in Schedule hereunder.
- 7) **"DESIGNATED BLOCK/TOWER"** shall mean and include every part of the said multi-storied Building/Block/Tower where the designated Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc. under consideration is situated within the Housing Complex named and styled as **"EVANIE NATURE CITY - PHASE - I"**.
- 8) **"LAND"** shall mean and refer to the immovable property as described in Schedule A hereinafter on which the proposed Housing Project named and styled as **"EVANIE NATURE CITY - PHASE - I"** to be developed by the Promoter/Developer.
- 9) **"SHARE IN THE LAND"** shall mean and include the variable, proportionate, undivided, un-demarcated, indivisible share in the land beneath the building in which the said flat under consideration is situated.
- 10) **"AGREEMENT FOR SALE"** mean and refer to this presents entered into by and between the Parties to elucidate the terms and conditions contained and agreed upon by the parties herein.
- 11) **"ALLOTTEES/PURCHASERS"** shall mean and refer to the person, who acquires Flat/ Apartment/Car Parking Space/Shops/Commercial Space/Units etc. in the Housing Complex named and styled as **"EVANIE NATURE CITY - PHASE - I"**. "Allottee" in relation to a real estate project, means the person to whom a plot/apartment or building in the case may be has been allotted, sold (whether or



Freehold or leasehold or otherwise transferred by the Promoter/Developer and includes the person who subsequently acquires the said interest through sale transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent. Person includes:

- (i) an individual,
  - (ii) a Hindu undivided family,
  - (iii) a company,
  - (iv) a firm under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008, as the case may be,
  - (v) a partnership of authority,
  - (vi) an association of persons or a body of individuals whether incorporated or not,
  - (vii) a cooperative society registered under any law relating to co-operative societies,
  - (viii) any such other entity as the State Government may, by notification, specify in this behalf.
- 22) "CO-OWNERS" shall mean and include all the Allottee/Purchasers who from time to time have purchased and/or shall purchase any Flat Apartment/Car Parking Space/Shop/Commercial Space/Units etc and/or taken possession of such Flat Apartment/Car Parking Space/Shop/Commercial Space/Units etc including the Vendor/Developer and/or Promoter/Developer for those units not allocated or agreed to be allotted by the Vendor/Developer and/or Promoter/Developer. The Co-owner's shall not mean and include the Allottee/Purchaser PARTY of the THIRD PART herein.
- 23) "APPLICABLE INTEREST RATE" shall mean 5% (five percent) per annum.
- 24) "APPLICABLE LAWS" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directions of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of Agreement or thereafter including RERA/WHARA as may be applicable.



- 8
- 151) "**ARCHITECT**" shall mean and refer to Prabalpa Space Craft Pvt. Ltd. having its office at 145, main Gopal Bag Chowdhury Avenue, Mezzanine & 2<sup>nd</sup> Floor, Kolkata, being registered as an Architect under the provisions of the Architects Act, 1972 and also include any person/s, firm/s, company/s etc. who possesses requisite qualification under law, as maybe appointed from time to time by the Promoter/Developer.
- 16) "**ADVOCATE**" shall mean and refer to SAPIRISHI RAY (ADVOCATE) duly appointed by the Vendor/Landowner and Promoter/Developer herein.
- 17) "**ENGINEER**" shall mean and refer to \_\_\_\_\_ (name and address) and also any person who possesses a Bachelor's Degree or equivalent or Diploma from an institution recognised by the All India Council of Technical Education or any University or any institution recognised under a law or is registered as an Engineer under any law for the time being in force, as maybe appointed from time to time by the Promoter/Developer.
- 18) "**AUTHORITY**" shall mean and refer to the Housing Industry Regulatory Authority established under sub-section (1) of Section 20.
- 19) "**COMPETENT AUTHORITY**" shall mean and refer to the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property etc.
- 20) "**DEVELOPMENT**" shall be deemed to mean and include development of the said land under consideration by construction of a Housing Project of mass scale consisting of several multi-storied buildings comprising of several self-contained complete residential Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc. The said Development shall be carried out in different phases. The said Flat/Apartment/Unit under consideration of this presents is within "**Phase - I**" of the Housing Complex named and styled as "**EVANIE NATURE CITY - PHASE - I**". "Development" with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other





operations in, on, over or under the land or the making of any material change in any reasonable property or land use plan for or development

20) "EXCLUSIVE AREA" shall mean and refer to the not usable floor area of an apartment including the area covered by the external walls, areas under access shafts on basins, balconies or terraces and exclusive open terrace area, but including the area covered by the external perimeter walls of the apartment. Explanation: For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the not usable floor area of an apartment, meant for the exclusive use of the Allottee/Purchaser, and "exclusive open terrace area" means the area of an open terrace which is appurtenant to the not usable floor area of an apartment, meant for the exclusive use of the Allottee/Purchaser

21) "ASSOCIATION" shall mean and refer to the body to be created by the Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units Owner/s, the Promoter/Developer shall enable the formation of an Association or Society or Co-operative Society, as the case may be, of the Allottees/Purchasers, or a Federation of Association of Allottees/Purchasers, by whatever name called, shall be formed at the earliest instance possible or within a period of 3 (three) months of the majority of Allottees/Purchasers having handed their plot or apartment or building, as the case may be, in the Housing Project. All the Allottees/Purchasers including the PARTY of the THIRD PARTY and all such persons, to whom the title of the property under consideration may devolve/transferred from time to time, shall always have to be a member of the Association of Allottees/Purchasers. The Allottee/Purchaser shall become a member of the Association. The Allottee/Purchaser shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or Common Areas and facilities in the Project.

22) "CANCELLATION AND CHARGES" other parties to this presents shall have the right to cancel/withdraw allotment of the said flat under consideration. Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the Project without any fault of the Promoter/Developer, then the Promoter/Developer shall be



entitled to forfeit an amount equal to 10% of the Total Sale Price or Booking Amount (whichever is higher) and (i) all interest and liabilities of the Allottee/Purchaser accrued till date of cancellation, (ii) the stipulated charges on account of dishonour of cheques (if any) and (iii) all amounts collected as GST, taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate, concerned, competent authorities. If the cancellation/termination of the Housing Project is done at the instance of the Promoter/Developer, the Allottee/Purchaser shall be entitled to be refunded entire sum paid till date of cancellation/termination save and except amounts (i) all interest and liabilities of the Allottee/Purchaser accrued till date of cancellation, (ii) the stipulated charges on account of dishonour of cheques (if any) and (iii) all amounts collected as GST, taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate, concerned, competent authorities.

- 24) **"COMMON AREAS"** shall mean and collectively refer to the areas, amenities, club and specified facilities which are to be used and enjoyed in common with all the Allottees/Purchasers and includes -
- i) the entire land for the Housing Project or where the Project is developed in phases and registration under the Act is sought for a phase, the entire land for that Phase,
  - ii) the staircases, lifts, staircase-lobbies and lift-lobbies, fire escapes and common entrances and exits of buildings,
  - iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces,
  - iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel,
  - v) installations of central services such as electricity, water, sanitation, fire fighting system (if any),
  - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use,
  - vii) all community and commercial facilities as provided in the Housing Project,
  - viii) all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use.



- 25) **"COMMON EXPENSES"** shall include the proportionate share of common expenses briefly described and without limitation in Schedule hereinafter to be paid here and contributed by the Allottee/Purchaser for rendition of common services.
- 26) **"COMMON RULES"** shall mean the rules and regulations specified in Schedule hereinafter to be observed by all the Allottees/Purchasers, Co-owners of the Housing Project and shall also include the person/s upon whom the title of the property under consideration may devolve or be transferred, for the common, peaceful, effective and harmonious use and enjoyment of the Housing Complex.
- 27) **"COMMON PURPOSES"** shall mean and include the purposes of managing, maintaining and up-keeping the said premises and the said Housing Complex or the Building/Block/Tower and in particular the common areas and installations, rendition of common services in common to the Co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Apartment/Unit exclusively and the common areas and installations in common.
- 28) **"SHARE IN COMMON PORTIONS/AREA"** the Allottee/Purchaser shall not have any proprietary right or share in the common areas or portions including amenities, club and specified facilities. The same shall be vested/transferred by the Promoter/Developer and Vendor/Landowner onto and in favour of the Association of Allottees/Purchasers. The said share in common areas appurtenant to the Flat/Apartment/Car Parking Space/Stops/Commercial Space/Units etc under consideration shall be transferred by the Promoter/Developer and the Vendor/Landowner onto and in favour of the Association of Allottees/Purchasers.
- 29) **"COMPLETION CERTIFICATE"** shall mean and refer to the Completion Certificate (or such other certificate, by whatever name called) issued by the competent authority, certifying that the Housing Project has been developed according to the Sanctioned Building Plan, Layout Plan and Specifications, as approved by the concerned competent authority under the local laws.



A handwritten signature in dark ink is written over a circular stamp. The signature is stylized and appears to be 'S. S. S.' or similar. The stamp is faint and circular, with some illegible text or a logo inside.

- 40) **"OCCUPANCY CERTIFICATE"** means the Occupancy Certificate for such other certificate by whatever name called issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- 19) **"DEVELOPMENT WORKS"** shall mean and refer to the external development works and internal development works on the land property under consideration.
  - **"EXTERNAL DEVELOPMENT WORKS"** shall mean and refer to roads and road systems landscaping, water supply, sewerage and drainage systems, electricity supply transformer, waste disposal management and/or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws.
  - **"INTERNAL DEVELOPMENT WORKS"** shall mean and refer to roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per Sanctioned Plan/s.
- 32) **"ESTIMATED COST OF HOUSING PROJECT"** shall mean and refer to the total cost involved in developing the Housing Project and includes the land cost, land development cost, GST, taxes, cess, development and other charges etc.
- 33) **"INTEREST"** shall mean and refer to the rates of interest payable by the Promoter/Developer or the Allottee/Purchaser, as the case may be, which shall be 5% per annum on the applicable amount. The rate of interest chargeable on either parties for default shall be equal. The interest payable by the Promoter/Developer to the Allottee/Purchaser shall be from the date, on which the Promoter/Developer received the amount, or any part thereof, till the date of refund, and the interest payable by the Allottee/Purchaser to the Promoter/Developer shall be from the date, on which the Allottee/Purchaser defaults in payment to the Promoter/Developer till the date it is paid.



- 34) **"EXTRAS & DEPOSITS"** shall mean and refer to the costs and deposits specified in Schedule hereinafter to be paid by the Allottee/Purchaser to the Promoter/Developer in the manner hereinafter provided.
- 35) **"FORCE MAJEURE EVENTS"** shall mean, include and refer to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Housing Project or any other circumstances as may be prescribed, which may include any act, regulation or restraint constituting a change in law, the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority, legal proceedings or any other order, rule or notification issued by competent authorities affecting the development of the Housing Project, subjected to approval of the same from the Authority.
- 36) **"IFSD"** shall mean and refer to Interest Free Security Deposit.
- 37) **"MAINTENANCE CHARGES"** shall mean and refer to the charges for the enjoyment and maintenance of the Common Areas and facilities of the Housing Project, the Allottee/Purchaser shall be liable to remit per month the proportionate maintenance charges of such area and facilities as may be fixed from time to time by the Promoter/Developer and upon completion, the Association of Allottees/Purchasers. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee/Purchaser fails to pay the same -
- The Allottee/Purchaser shall not be entitled to avail any maintenance services.
  - Applicable Interest Rate will become payable by the Allottee/Purchaser.
  - The Promoter/Developer/Association of Allottees/Purchasers shall adjust the unpaid amount from the IFSD. If due to such adjustment in IFSD falls below the 6 (six) months average of the Maintenance Charges, then the Allottee/Purchaser shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.
- 38) **"MUTUAL EASEMENTS AND RESERVED MATTERS"** shall mean and refer to the easements and rights reserved to the Promoter/Developer and/or the Association



*of Allottees/Purchasers. The following shall be reciprocal covenants regarding the Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc and/or the Common Portions between the Allottee/Purchaser herein & the Promoter/Developer and/or the other Co-owners including Association of Allottees/Purchasers*

- *The right of ingress to and egress from the Flats/Apartments/Units over the Common Passages and Lobbies including the right of way over the drive ways and passages, with or without vehicles*
- *The right of access to wires, cables and other equipments and of utilities including connections for water, sewage, drainage, electricity, telephone, cable-TV, internet and all other utilities to and through each and every portion of the Tower including all the Apartments therein*
- *The right of support, shelter and protection of each portion of the Building/Block/Tower by the other portions thereof*
- *Such other rights, supports, easements and appurtenances as are usually held, occupied or enjoyed as part or parcel of the Flat/Apartment/Unit or necessary for the exclusive use or enjoyment thereof by the Apartment Owners in common with each other subject however to the other conditions herein.*

39) **"SANCTIONED PLANS"** shall mean and refer to the Site Plan, Building Plan, Service Plan, Parking and Circulation Plan, Landscape Plan, Layout Plan, Zoning Plan and such other plan and permissions granted by the competent authority for the Housing Project

40) **"BUILDING/BLOCK/TOWER"** shall mean the G+4 building/s consisting of several Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc

41) **"UNIT"** shall mean and refer to each unit of residential/commercial in the Housing Complex and the expression "units" shall be construed accordingly.

42) **"WBHIRA"** means The West Bengal Housing Industry Regulation Act, 2017 and includes any statutory modification or re-enactment thereof for the time being in force, and rules framed thereunder, as applicable.



4.1) **"AMENITIES, CLUBS & SPECIFIED FACILITIES"** The amenities shall mean and include Hi-Tech Gym, Spa, Ladies Aahla Zone, Senior Citizen Aahla Zone, Jogging Track, Meditation Center, Yoga Lounge, Festival Platform, Fishing Area, Indoor Games Room, Barbeque Zone, Central Green Area, Guest House, Children's Play Ground, Swimming Pool, Kids Corner, Crèche, Banquet Hall, Media Room, Outdoor Kitchen, Common Business Centre & Lounge, Activity Center, Battery Car, Laundry Service, Mini Kitchen, Event Management Facility, Restaurant, Cafeteria, Basketball Ground, Library Area, Card Room, Smoking Area, Lift Facility, Car Parking, Dart Board, Jacuzzi, Sauna, Skating Ring, ATM, Grocery Store, Solar Lighting, Rooftop Garden, Power Backup, Friends Center, Sabon, 24 Hour Security, CCTV Camera, Wi-Fi Zone, Squash Room, Mini Cricket Pitch, Diagnostic Centre, Common Toilet, Day-care for kids, Landscape Garden, Private Meeting Room, Personal Training Facility, Doctor Chamber, Cyber Cafe, Ice-Cream Parlour, Medicine Shop, Stationary & Book Shop, Fruit Garden, Flower Garden, Sitting Area, Cycle on Rent, Utility Store, Karaoke Room, Courier Facility, Conference Room, Aerobic and Zumba Room, Ambulance Facility etc. It is clarified as of now, that the said amenities, club and specified facilities shall be set up at place to be earmarked for the same in subsequent upcoming phases and the Allottee/Purchaser herein shall have the usage right to use the said amenities, club and specified facilities. The Promoter/Developer shall have the absolute right to modify the area, location of amenities and facilities of the said amenities, club and specified facilities since the Vendor/Landowner and Promoter/Developer herein have not made any commitments or official announcements regarding the same and have neither obtained any charges for the same as of now. The said amenities, club and specified facilities shall be co-owned by, be available to and enjoyed in common with the other Co-owners of the said Housing Complex and/or by Co-owners of the adjoining Housing Project (if any) which would be constructed by the Promoter/Developer or by it's allied companies. If any of the amenities cannot be accommodated within the Housing Complex for reasons beyond the control and capacity of the Promoter/Developer, the said amenities mentioned herein shall be located in the adjoining phase of the said Housing Project and the said portion of the amenities shall be deemed to be an extended part of this Housing Project under consideration.



- 44) "INSTALLATIONS AND COMMON AREAS" shall mean and include the parts and portions of the Land having common areas and facilities earmarked for common use and enjoyment for all Flat/Apartment/Unit Owners and according to the context mean and include the areas, installations and facilities of the Housing Complex written and expressed or intended by the Vendor/Landowner and/or Promoter/Developer for common use and enjoyment of the Allottee/Purchaser in consonance with the Vendor/Landowner and/or Promoter/Developer and other Co-owners of the Housing Complex named and styled as "EVANIE NATURE CITY - PHASE - I".

4.1 BACKGROUND:

**WHEREAS:-**

- A. The Vendor/Landowner herein had purchased all that piece and parcel of land measuring about **2.92 Decimals** (i.e. equivalent to 0.1537 share in the said Dag Number as per ROR) lying and situated at Mouza - Bishnupur, J.L. No. 44, R.S. & L.R. Dag No. 3884 comprised in L.R. Khatan No. 3495 by virtue of a registered Deed of Conveyance dated 26/07/2012 having Being No. 09715/2012 of ADSR Bahannagar, recorded in Book No. 1, CD Vol. No. 13, Pg. No. 14813 - 14828 from one Anousara Bibi.
- B. The Vendor/Landowner herein had also purchased all that piece and parcel of land measuring about **17 Decimals** (i.e. equivalent to 0.8463 share in the said Dag Number as per ROR) lying and situated at Mouza - Bishnupur, J.L. No. 44, L.R. Dag No. 3884 comprised in L.R. Khatan No. 3297 by virtue of a registered Deed of Conveyance dated 04/11/2012 having Being No. 13664/2012 of ADSR Bahannagar, recorded in Book No. 1, CD Vol. No. 10, Pg. No. 5252 - 5269 from M/s. New Town Projects Pvt. Ltd.
- C. The Vendor/Landowner herein had also purchased all that piece and parcel of land measuring about **6 Decimals** (i.e. equivalent to 0.2875 share in the said Dag Number as per ROR) lying and situated at Mouza - Bishnupur, J.L. No. 44, L.R. Dag No. 3885 comprised in L.R. Khatan No. 536 by virtue of a registered Deed of Conveyance dated 26/07/2012 having Being No. 09699/2012 of ADSR Bahannagar, recorded in Book No. 1, CD Vol. No. 13, Pg. No. 14497 - 14512 from one Fatema Bibi and Khatyan Bibi.
- D. The Vendor Landowner herein had also purchased all that piece and parcel of land measuring about **25 Decimals** (i.e. equivalent to 0.8125 share in the said Dag Number



as per BORD layout and situated at Mouza - Bishnupur, J.I. No. 44, L.R. Dag No. 3882, comprised in L.R. Khatam No. 2597 by virtue of two separate registered Deeds of Conveyance dated 08/08/2012 having Being No. 19323/2012 of ADSR Bishnupur, recorded in Book No. 1, CD Vol. No. 14, Pg. No. 12387 - 12402 and Being No. 19324/2012 of ADSR Bishnupur, recorded in Book No. 1, CD Vol. No. 14, Pg. No. 12403 - 12418 from one Khis Muhammad Molla.

D. The Vendor/Landowner purchased the easement right over all that piece and parcel of land admeasuring about 3.5 Decimals, 2.66 Decimals and 0.75 Decimals layout and situated at Mouza - Bishnupur, J.I. No. 44, L.R. Dag No. 3881, 3882 and 3883 respectively, comprised in L.R. Khatam No. 2595 and 2599 by virtue of a registered Deed of Conveyance dated 26/12/2011 having Being No. 14254/2011 of ADSR Bishnupur, recorded in Book No. 1, CD Vol. No. 21, Pg. No. 10876 - 10884 from one Rasool Mollai.

E. By virtue of the aforesaid deeds, the Vendor/Landowner herein became the absolute owner of land property morefully described in Schedule A hereinafter and mutated it's name with the concerned BL & LRO and was assigned L.R. Khatam No. 2606.

G. The Vendor/Landowner had applied and obtained Permission for Conversion of Land Classification from "Sah" to "Housing Complex" vide Memo No. 05/14/1954/(S)/SIR./BST/2015 dated 24/08/2015 issued by the office of SDE & LRO, Barout and subsequently applied and obtained Sanctioned Building Plan from the concerned Zilla Parishad.

H. The Vendor/Landowner herein being desirous to develop it's land property for commercial gains, approached the PARTY of the SECOND PART; being a Developer of great repute and stature, possesses the required qualities, expertise and experience to come up with such Housing Project of mass scale. Pursuant to the negotiations by the parties herein, the Promoter/Developer has agreed to develop the land morefully described in Schedule A hereinafter and subsequently entered into a registered Development Agreement having Being No. 08832/2018 of ADSR Rajarhat for the same and thereafter the Vendor/Landowner executed a Development Power of Attorney having Being No. 09422/2018 of ADSR Rajarhat in favour of the Promoter/Developer herein for smooth running and functioning of developmental work on the property under consideration. The said land in Schedule A has been earmarked for the purpose of building several multi-storied buildings consisting of several self contained residential Flat/Apartment/Car

Parking Space/Shops/Commercial Space/Units etc. and the said Housing Project shall always be named and styled as "EVANIE NATURE CITY - PHASE - I"

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

J. The \_\_\_\_\_ (Promoter/Developer) has granted the Commencement Certificate to develop the Project vide approval dated \_\_\_\_\_ Bearing No. \_\_\_\_\_.

K. The Promoter/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from \_\_\_\_\_ (Promoter/Developer) concerned competent authority. The Promoter/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the WBHRA Act, 2017 and other laws as applicable.

L. The Promoter/Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority of \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

M. The Allottee/Purchaser had applied for an apartment in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. ft., consisting of \_\_\_\_\_ ( ) Bedroom/s, 1 (one) Drawing cum Dining Space, with Kitchen, \_\_\_\_\_ ( ) Toilet/s, ( ) Balcony and \_\_\_\_\_ ( ) Utility on the \_\_\_\_\_ Floor \_\_\_\_\_ side in [Tower/Block/Building] No. \_\_\_\_\_ ("Building") along with garage/closed Parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. in the \_\_\_\_\_ as permissible under the applicable law and of pro rata share in the "Common Areas" as defined under clause (n) of Section 2 of the Act, hereinafter for sake of brevity being referred to and called as the "Flat/Apartment/Unit" and more particularly described in Schedule B and marked with red colour in the Floor Plan annexed hereto of the Housing Complex named and styled as "EVANIE NATURE CITY - PHASE - I". That the flat under consideration is



under Landowner's Allocation, Developer's Allocation in accordance to the terms and conditions of the Development Agreement and as demarcated and delineated in the Supplementary Development Agreement as above referred to herein.

**N.** On demand from the Allottee/Purchaser, the Promoter/Developer has given inspection to the Allottee/Purchaser of all the documents of title relating to the land and the Plans, Drawings and Specifications prepared by the Promoter's Architectural and to such other documents as are specified under the Applicable Law. A copy of the report on the title in respect of the land issued by Advocate Sugurahi Waj has been provided to the Allottee/Purchaser on prior to this date of this presents and the receipt of which the Allottee/Purchaser hereby acknowledges.

**O.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

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

**R.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties i.e. the Vendor/Landowner and the Promoter/Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Flat/Apartment/Unit morefully described in Schedule B hereinafter, together with the undivided, proportionate share in the land morefully described in Schedule A hereinafter and the garage/covered parking (if applicable).

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

**<: PAYMENT OF SALE PRICE AND OTHER CHARGES :>**

A handwritten signature in black ink is written over a circular stamp. The signature appears to be 'Rajiv' or similar. The stamp is partially obscured by the signature and is mostly illegible.

• Beside the Sale Price, the Allottee/Purchaser shall be required to pay certain other amounts as mentioned in the Schedule for Extras and Deposits at such times as prescribed in the Notice or as may be demanded by the Promoter/Developer from time to time

• The Allottee/Purchaser has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ (Rupees \_\_\_\_\_) as Earnest Money/Booking Amount, being part payment towards the Sale Price of the Flat/Apartment/Unit at the time of booking, the receipt of which the Promoter/Developer hereby acknowledges in the Memo of Consideration annexed hereinafter and the Allottee/Purchaser hereby agrees to pay the remaining part of the Sale Price and the Extras and Deposits as prescribed in the Payment Schedule as may be demanded by the Promoter/Developer within the time and in the manner specified herein.

• The Sale Price is escalation-free, save and except increases which the Allottee/Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges or taxes which may be levied or imposed by the competent authority from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, costs, charges or taxes imposed by the competent authorities, the Promoter/Developer shall enclose the relevant notification or order or rule or regulation to that effect along with the Demand Letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments.

• The Sale Price of the Flat/Apartment/Unit includes recovery of price of land, construction of (not only the Flat/Apartment/Unit but also) the Common Areas, internal development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection, and fire-fighting equipment (if any) in the common areas. The Sale Price does not include cost for providing amenities, club and specified facilities.

• The Promoter/Developer may allow, in it's sole discretion, a rebate for early payments of instalments payable by the Allottee/Purchaser by discounting such early payments as maybe decided by the Promoter/Developer for the period by which the respective instalment has been pre-paid.



**SALE PRICE:**

- The Sale Price for the Flat/Apartment/Unit (based on the carpet area) Fixed by \_\_\_\_\_ and Common Areas is \_\_\_\_\_ The net amount of the said Sale Price shall be payable to the \_\_\_\_\_ since the flat under consideration is under \_\_\_\_\_ in accordance to the terms and conditions of the Development Agreement and as demarcated and delineated in the Supplementary Development Agreement as above referred to herein.
- The Sale Price above includes the booking amount paid by the Allottee/Purchaser to the Promoter/Developer towards the Flat/Apartment/Unit.
- The Sale Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of the Housing Project payable by the Promoter/Developer) up to the date of handing over the possession of the Flat/Apartment/Unit.
- In case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/Purchaser to the Promoter/Developer shall be increased/reduced based on such change/modification.
- The Promoter/Developer shall periodically intimate to the Allottee/Purchaser for the amount payable as stated above and the Allottee/Purchaser shall make payment within 7 (seven) days from the date of such written intimation.
- The Sale Price of the Flat/Apartment/Unit includes: (1) pro-rata share in the Common Areas and (2) \_\_\_\_\_ as provided in this Agreement.
- The Allottee/Purchaser shall make the payment of the Sale Price as per the Payment Plan set out in the Payment Schedule hereinafter. The Promoter/Developer may from time to time raise demand as per Payment Schedule for payment of instalments by issuing notices to the Allottee/Purchaser and the Allottee/Purchaser shall make the payments promptly within the time stipulated in such notices.



**MODE OF PAYMENT:-**

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on demand by the Promoter/Developer, within the stipulated time of 7 (seven) days from the date of receipt of Demand Notice through A/c Paper cheque/demand draft or online payment (as applicable) in favour of " \_\_\_\_\_ " payable at Kolkata.

**PROMPT PAYMENT:-**

The Allottee/Purchaser assures the Promoter/Developer that the Sale Price as also any other charges or expenses or deposits mentioned in this Agreement shall be paid as mentioned in the Payment Schedule or in any other clauses of this Agreement without default. The Promoter/Developer has informed the Allottee/Purchaser and the Allottee/Purchaser is aware that any default in payments would jeopardize the entire Housing Project as well as expose the Promoter/Developer to financial losses and also affect the other Allottees/Purchasers and the completion of the Housing Project. The Allottee/Purchaser is fully aware that any default in payment would entitle the Promoter/Developer and Vendor/Landowner the discretionary power to cancel/terminate this presents and refund the amount paid by the Allottee/Purchaser after deduction of applicable amounts.

**TIME IS ESSENCE:-**

Time is of essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the Housing Project and handing over the Flat/Apartment/Unit to the Allottee/Purchaser and the Common Areas to the Association of the Allottees/Purchasers after receiving the Occupancy Certificate. Similarly, the Allottee/Purchaser shall make timely payments of the instalment and other dues payable by him/her/it/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Developer as provided in Payment Schedule hereinafter.

**PAYMENT FOR DISHONOUR OF PAYMENT INSTRUMENTS:-**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee/Purchaser for any reason whatsoever, then the same shall be



returned in default and the Promoter/Developer may at its sole discretion be entitled to cancel/terminate this presents and/or exercise any other remedies available herein. Further, the Promoter/Developer shall initiate the Allottee/Purchaser of the dishonour of the cheque and the Allottee/Purchaser would be required to tender a Demand Draft of the outstanding amounts including interest at Applicable Interest Rate from the due date till the date of receipt by the Promoter/Developer of all the amounts including the dishonour charges of Rs. 500/- (Rupees five hundred only) together with applicable taxes thereon (for each dishonour). In the event, the said Demand Draft is not tendered within a three days, then the Promoter/Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee/Purchaser comes forward to pay the entire outstanding amounts with interest and penalty thereof, the Promoter/Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter/Developer has no obligation to return the original dishonoured cheque.

#### **DELAYED PAYMENTS:-**

Any delay or default on the part of the Allottee/Purchaser to pay the amounts payable by him/her/it/them to the Promoter/Developer under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Allottee/Purchaser and in event of such breach, the Promoter/Developer shall be entitled to renege/cancel this presents along with the allotment/booking or charge interest on the default amount subjected to the discretionary decision of the Promoter/Developer.

#### **ADJUSTMENT/APPROPRIATION OF PAYMENTS:-**

• The Allottee/Purchaser authorizes the Promoter/Developer to adjust or appropriate all payments or any part thereof made by the Allottee/Purchaser under any heads of dues against lawful outstanding (if any), in the name of the Allottee/Purchaser. The Promoter/Developer is hereby authorised to adjust/appropriate, at its sole discretion, the payments made by the Allottee/Purchaser as deemed fit and proper by the Promoter/Developer, and the Allottee/Purchaser shall not object to, obstruct, demand or direct the Promoter/Developer to adjust the payments made by him/her/it/them in any form or manner.

• The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building/Block/Tower is complete and



*the Occupancy Certificate is granted by the concerned competent authority, by furnishing details of the changes (if any) in the carpet area. The Sale Price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area, then the Promoter/Developer shall refund the excess money paid by Allottee/Purchaser within 45 (forty-five) days. If there is any increase in the carpet area of the Flat/Apartment/Unit, then the Promoter/Developer shall be entitled and demand from the Allottee/Purchaser excess payment for the extra area. All these monetary adjustments and payments shall be made at the same rate per sq. ft. as agreed herein.*

#### **TERMS:-**

- *Subject to the terms and conditions as detailed in this Agreement, the Vendor/Landowner and the Promoter/Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase, the Flat/Apartment/Unit morefully described in Schedule B, together with the undivided, proportionate share in the land beneath the building, which is morefully described in Schedule A hereinafter and the garage/covered parking (if applicable);*
- *It is made clear by the Promoter/Developer and the Allottee/Purchaser agrees that the Flat/Apartment/Unit along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land.*
- *The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the Flat/Apartment/Unit to the Allottee/Purchaser, which it has collected from the Allottee/Purchaser, for the payment of outgoings (including land cost, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Housing Project).*
- *The Allottee/Purchaser shall become a member of the Association of Allottees/Purchasers. The Allottee/Purchaser shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association of Allottees/Purchasers in regard to ownership or enjoyment of the Apartment or Common Areas and facilities in the Project.*





\* That the Deed of Conveyance in favour of the Allottee/Purchaser herein shall be in accordance to the terms and conditions contained in this presents. The said terms and conditions to be contained in the said Deed of Conveyance to be executed and registered in favour of the Allottee/Purchaser shall have to be mandatorily complied with all persons upon whom the title of the Flat/Apartment/Unit is transferred or devolves and all future instruments for transfer of title shall have to include the same terms and conditions therein.

\* It has been specifically agreed by and between the parties hereto that the PARTY of the THIRD PART shall not initiate, instigate, participate, indulge or patron any activity aimed to harm and tarnish the goodwill, reputation and business of the PARTY of the FIRST PART and the PARTY of the SECOND PART in any form or manner. The PARTY of the THIRD PART shall always refrain from forming and being a part of any social media of any form or nature aimed at or carry out any propaganda, campaign and activity against the PARTY of the FIRST PART and PARTY of the SECOND PART. It has been further agreed that if the PARTY of the THIRD PART fails to comply with this provisions of this presents, the PARTY of the SECOND PART shall be at the absolute liberty to its discretion to terminate this presents forthwith and refund the amount paid by the PARTY of the THIRD PART together with applicable interest and applicable deduction thereon. The PARTY of the THIRD PART shall adequately compensate through pecuniary means all losses and damages caused or made to incur or suffer by the PARTY of the FIRST PART and/or PARTY of the SECOND PART, due to the aforementioned activities of the PARTY of the THIRD PART.

**COMPLIANCE OF LAWS RELATING TO REMITTANCES:-**

\* The Allottee/Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made there under or any statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in



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

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

#### **CONSTRUCTION OF THE PROJECT/APARTMENT:-**

The Allottee/Purchaser has seen the proposed Layout Plan, Specifications, amenities and facilities of the Flat/Apartment/Unit and accepted the Floor Plan, Payment Plan and the Specifications, which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said Layout Plans, Floor Plans and Specifications and facilities, subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

#### **VARIATIONS:-**



It is agreed that the Promoter/Developer shall not make any additions and alterations in the Sanctioned Plans, Layout Plans, Floor Plans, Specifications and the nature of fixtures, fittings and amenities described herein, in respect of the Flat/Apartment/Unit or Building/Block/Tower or the Housing Project, as the case may be, without the previous written consent of the Allottee/Purchaser as per the Applicable Law. Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations, at an extra cost as may be applicable, as per the Applicable Law.

**PROMOTER AGREES:-**

- The Promoter/Developer hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions (if any) which may have been imposed by the concerned authority at the time of sanctioning of the plan or thereafter and shall before handing over possession of the Flat/Apartment/Unit to Allottee/Purchaser, obtain Occupancy Certificate in respect of the Flat/Apartment/Unit from the concerned authority.
- The Promoter/Developer hereby agrees to get the Housing Project registered under the provisions of the WBHRA, as and when the same is applicable.

**SITE VISITS:-**

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

**LIABILITY OF THE VENDOR/LANDOWNER:-**

If at any point of time, the Development Agreement is terminated and/or the Development Power of Attorney is revoked by the Vendor/Landowner herein at it's instance, then the Vendor/Landowner shall be solely liable and responsible to comply with all the terms and conditions contained in this Agreement and shall have to complete the Housing Project and handover peaceful, vacant and absolute possession of the Flat/Apartment/Unit onto and in favour of the Allottee/Purchaser herein. The Promoter/Developer shall not be held liable



or responsible in such scenario to pay interest on the amount deposited by the Allottee/Purchaser

**POSSESSION OF THE FLAT/APARTMENT/UNIT:-**

*Schedule for possession of the said Flat/Apartment/Unit:- The Promoter/Developer agrees and understands that timely delivery of possession of the Flat/Apartment/Unit is the essence of the Agreement. The Promoter/Developer, based on the approval plans and specifications, assures to hand over possession of the Flat/Apartment/Unit within 72 (seventy two) months from the date of formal commencement of construction/development work, unless there is delay or failure due to (i) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other event as prescribed under Applicable Laws ("Force Majeure") affecting the regular development of the Housing Project or (ii) any reasonable circumstances as may be approved by the authority concerned under Applicable Laws ("Reasonable Circumstances"). If, however, the completion of the Project is delayed due to the Force Majeure conditions and/or due to Reasonable Circumstances, then the Allottee/Purchaser agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Flat/Apartment/Unit, provided that such Force Majeure conditions and/or the Reasonable Circumstances are of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the Housing Project due to Force Majeure conditions and/or Reasonable Circumstances, then this allotment shall stand terminated and the Promoter/Developer shall refund without interest to the Allottee/Purchaser the entire amount received by the Promoter/Developer from the allotment within 45 (forty five) days from that date. After refund of the money paid by the Allottee/Purchaser, the Allottee/Purchaser agrees that he/she/it/they shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement. It shall be mandatory on the part of the Allottee/Purchaser to execute all necessary documentation put forward by the Promoter/Developer towards the process of termination/cancellation and after execution of the said documents, the Promoter/Developer shall handover the pecuniary receivables to the Allottee/Purchaser.*



**Procedure for taking possession:-** The Promoter/Developer, upon obtaining the Occupancy Certificate (or such other certificate by whatever name called issued by the competent authority) from the concerned competent authority, shall offer in writing the possession ("Possession Notice") of the Flat/Apartment/Unit to the Allottee/Purchaser in terms of this Agreement to be taken within a (one) month from the date of issue of Notice. It will not be necessary for the Promoter/Developer to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Allottee/Purchaser complying with all provisions, full payment of the Sale Price and other applicable payments, formalities, documentation, etc. as may be prescribed by the Promoter/Developer in this regard and provided the Allottee/Purchaser is not in default of any of the terms and conditions of this Agreement, the Promoter/Developer shall give possession of the Flat/Apartment/Unit to the Allottee/Purchaser on a date ("Possession Date") mutually agreed but within the Possession Period. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee/Purchaser, after taking possession, shall pay the maintenance charges as determined by the Promoter/Developer or Association of Allottees/Purchasers, from the date of issuance of Completion Certificate for the Project.

**Failure of Allottee/Purchaser to take possession of Flat/Apartment/Unit:-** Upon receiving a written intimation from the Promoter/Developer, the Allottee/Purchaser shall take possession of the Flat/Apartment/Unit from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation and the Promoter/Developer shall handover possession of the Flat/Apartment/Unit to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided, such Allottee/Purchaser shall continue to be liable to pay maintenance charges.

**Possession by the Allottee/Purchaser:-** After obtaining the Occupancy Certificate and handing over physical possession of the Flat/Apartment/Unit to the Allottee/Purchaser, the Allottee/Purchaser would obtain the necessary documents or copies thereof from the Promoter/Developer. The Common Areas of the Housing Project, Building/Block/Tower would be handed over to the Association of Allottees/Purchasers or the competent authority, as the case may be, as per the Applicable Laws.



**Cancellation by Allottee/Purchaser:-** The Allottee/Purchaser shall have the right to cancel/withdraw his/her/it's/their allotment in the Housing Project as provided in the Act Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the Project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment or 10% of the Total Sale Price (whichever is higher). The balance amount of money paid by the Allottee/Purchaser shall be returned by the Promoter/Developer to the Allottee/Purchaser within 45 days of such cancellation together with all applicable deductions.

**Compensation:-** The Promoter/Developer shall compensate the Allottee/Purchaser in case of any loss caused to him/her/it/them due to defective title of the land, on which the Housing Project is being developed or has been developed, in the manner as provided under the Applicable Laws and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event and/or Reasonable Circumstances, if the Promoter/Developer fails to complete or is unable to give possession of the Flat/ Apartment/Unit (s) in accordance with the terms of this Agreement, duly completed by the date specified herein; or for any other reason, the Promoter/Developer shall be liable, on demand by the Allottee/Purchaser, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Apartment, with interest at the Applicable Interest Rate within 45 (forty-five) days including compensation in the manner as provided under the Applicable Laws. Provided that where if the Allottee/Purchaser does not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottee/Purchaser interest at the rate specified in the Applicable Laws for every month of delay, till the handing over of the possession of the Flat/Apartment/Unit. However, if due to discontinuance of its business as a Promoter/Developer on account of suspension or revocation of the registration under the Applicable Laws, the Promoter/Developer shall refund the entire amount received till such date of suspension or revocation together with applicable interest thereon.

**DEEMED POSSESSION:-**



and to the authority concerned or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

**REPRESENTATIONS AND WARRANTIES OF THE VENDOR/LANDOWNER AND THE PROMOTER/DEVELOPER:**

The Vendor/Landowner and the Promoter/Developer hereby, jointly, represent and warrants to the Allottee/Purchaser as follows:

- (i) The Vendor/Landowner have absolute, clear and marketable title with respect to the Land, the Promoter/Developer has requisite rights to carry out development upon the land under consideration.
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Housing Project.
- (iii) That the Flat/Apartment/Unit under consideration is under Landowner's Allocation /Developer's Allocation in accordance to the terms and conditions of the Development Agreement and as demarcated and delineated in the Supplementary Development Agreement as above referred to herein.
- (iv) There are no encumbrances upon the said land or the Housing Project.
- (v) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat/Apartment/Unit.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Housing Project, said land and Flat/Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat/Apartment/Unit and common areas.

It is understood by the Allottee/Purchaser that even if the Allottee/Purchaser fails to take possession of the Apartment within the Possession Period, the Allottee/Purchaser shall be deemed to have taken possession on the expiry of Possession Period (i.e. 120) month from the date of Possession Notice, for all purposes and irrespective of the actual date when the Allottee/Purchaser takes physical possession of the Flat/Apartment/Unit, will be deemed to be the Possession Date.

**RESPONSIBILITIES ON AND FROM THE POSSESSION DATE:-**

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





- (vii) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected.
- (viii) The Promoter/Developer has not entered into any Agreement for Sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Flat/Apartment/Unit which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement.
- (ix) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Flat/Apartment/Unit to the Allottee/Purchaser in the manner contemplated in this Agreement.
- (x) At the time of execution of the Deed of Conveyance, the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Flat/Apartment/Unit to the Allottee/Purchaser and the common areas to the Association of the Allottees/Purchasers or the competent authority, as the case may be.
- (xi) The Schedule Property is not the subject matter of any H/F and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the scheduled Property.
- (xii) The Vendor/Landowner and Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the Completion Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas has been handed over to the Association of Allottees/Purchasers or the competent authority, as the case may be.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or



accord upon the Promoter/Developer or the Vendor/landowner in respect of the said Land and/or the Housing Project.

**EVENTS OF DEFAULTS AND CONSEQUENCES:-**

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

(i) If the Promoter/Developer fails to provide ready to move in possession of the Flat/Apartment/Unit to the Allottee/Purchaser within the specified time period or fails to complete the Project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Flat/Apartment/Unit shall be in a habitable condition which is complete in all respects including the provisions of all specifications, amenities and facilities, as agreed to by and between the parties, and for which Occupancy Certificate and Completion Certificate, as the case may be, has been issued by the competent authority;

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

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

(i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottee/Purchaser stops making payments, the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any penal interest; or

(ii) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee/Purchaser under any head whatsoever towards the purchase of the



apartment, along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the termination notice.

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

(i) In case the Allottee/Purchaser fails to make payments for demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Purchaser shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate specified in the Rules and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

(ii) Without prejudice to the rights of the Promoter/Developer to charge interest in terms of this Agreement, upon the Allottee/Purchaser committing (i) default in payment of any outstanding amount, due and payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and such default continues for a period of 7 (seven) days from the due date of such payment, and/or (ii) breach of any of the other terms of the Agreement, the Promoter/Developer shall issue a notice of such default to the Allottee/Purchaser and the Allottee/Purchaser shall be provided with a period of 7 (seven) days from the date of such notice to cure the said default or breach. In the event that the Allottee/Purchaser fails to cure such default or breach, within 7 (seven) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter/Developer shall have the option to cancel and terminate this Agreement by sending a Cancellation Letter by Registered/Speed Post with A/D at the address provided by the Allottee/Purchaser and/or e-mail at the e-mail address provided by the Allottee/Purchaser, intimating him/her/it/them of the specific breach or default of terms and conditions in respect of which the Promoter/Developer is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee/Purchaser shall have no right whatsoever with respect to the Apartment. Upon cancellation of the allotment and termination of the Agreement, the Promoter/Developer shall, within 45 (forty-five) days from such termination, refund by way of cheque/demand draft all



amounts paid by the Allottee/Purchaser till the date of cancellation less the Cancellation Charges without interest, being the liquidated damages payable to the Promoter/Developer.

#### CONVEYANCE OF THE SAID APARTMENT:-

- The Promoter/Developer, on receipt of entire Sale Price of the Flat/Apartment/Unit under the Agreement from the Allottee/Purchaser, shall execute a Deed of Conveyance and convey the title of the Flat/Apartment/Unit together with proportionate undivided share in the land beneath the building within 3 (three) months from the issuance of the Occupancy Certificate or the Completion Certificate, as the case may be, to the Allottee/Purchaser. The Promoter/Developer shall transfer the right title and interest in the Common Areas to the Association of Allottees/Purchasers.
- The Allottee/Purchaser shall be required to pay the entire stamp duty, registration fee, any penalty imposed, legal fees/documentation charges as specified in Schedule hereunder along with other taxes and incidental charges for registering the Deed of Conveyance as also other levies and/or charges as may be levied by any Government and/or other authority from time to time and as applicable at the time of registration, in addition to all prior deposits/payments made by the Allottee/Purchaser. Such amount shall be deposited by the Allottee/Purchaser within 7 (seven) days from the date of issuance of notice by the Promoter/Developer calling for such payment to effect registration of Deed of Conveyance. However, in case the Allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the Demand Letter, the Allottee/Purchaser authorizes the Promoter/Developer to withhold registration of the Deed of Conveyance in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter/Developer is made by the Allottee/Purchaser. The Allottee/Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
- The Deed of Conveyance of the Apartment shall be drafted by the Solicitors/Advocates of the Promoter/Developer and shall be in such form and contain such particulars as may

be approved by the Promoter/Developer. No request for any changes whatsoever in the Deed of Conveyance will be entertained by the Promoter/Developer unless such changes are required to cure any gross mistake or typographical or arithmetical error.

4. Subject to the Agreement, the Promoter/Developer agrees and acknowledges that the Allottee/Purchaser shall have the right to the Flat/Apartment/Unit as mentioned below:

- (i) The Allottee/Purchaser shall have exclusive ownership of the Apartment and the Parking Space.
- (ii) The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/Purchaser to use the Common Areas shall always be subject to the timely payment of Maintenance Charges and other charges as applicable. It is clarified that the Promoter/Developer shall convey undivided proportionate title in the Common Areas to the Association of the Allottees/Purchasers as provided in the Applicable Laws.
- (iii) That the computation of the Sale Price of the Flat/Apartment/Unit includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, cost of providing electric wiring, fire detection and fire fighting equipment (if any) in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project.
- (iv) It is made clear by the Promoter/Developer and the Allottee/Purchaser hereby agrees that the Flat/Apartment/Unit along with Parking Space (if any) shall be treated as a single indivisible unit for all purposes.
- (v) It is understood by the Allottee/Purchaser that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with competent authority to be filed in accordance with the Applicable Laws.
- (vi) The Allottee/Purchaser is fully aware of the fact and covenants that notwithstanding anything elsewhere to the contrary herein contained, it is expressly clarified that the



public passages driveways etc. along the outer periphery of the Housing Complex shall be for common use of all the Allottees/Purchasers as well as the Promoter/Developer.

#### **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**

The Promoter/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottees/Purchasers. The cost of such maintenance has not been included in the Sale Price of the Flat/Apartment/Unit.

#### **MAINTENANCE CHARGES:-**

For the enjoyment and maintenance of the Common Areas and facilities of the Project, the Allottee/Purchaser shall be liable to remit Rs. 3/- per sq. ft. per month of the total carpet area of the Flat/Apartment/Unit under consideration as "Maintenance Charges". In case the Allottee/Purchaser fails to pay -

- The Allottee/Purchaser shall not be entitled to avail any maintenance services.
- Applicable Interest Rate will become payable by the Allottee/Purchaser.
- The Promoter/Developer or Association of Allottees/Purchasers shall adjust the unpaid amount from the HSD. If due to such adjustment in HSD falls below the 6 (six) months average of the Maintenance Charges, then the Allottee/Purchaser shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

#### **MAINTENANCE SECURITY DEPOSIT:-**

An interest free corpus deposit ("Maintenance Security Deposit") for the Flat/Apartment/Unit shall be paid by the Allottee/Purchaser to the Promoter/Developer on or before taking over possession of the Flat/Apartment/Unit. The Maintenance Security Deposit is Rs. 36/- (Rupees thirty six only) per sq. ft. of the carpet area of the Flat/Apartment/Unit and the same shall be used by the Promoter/Developer or Association of Allottees/Purchasers for repair of Common Areas, facilities and equipment



provided in the Housing Project. Notwithstanding the above, the Promoter/Developer reserves the right to utilize this deposit to adjust any reasonable claim from the Allottee/Purchaser. The unused portion of the Maintenance Security Deposit shall be transferred to the Association of Allottees/Purchasers.

#### **INTEREST FREE SECURITY DEPOSIT:-**

The Allottee/Purchaser shall pay, over and above the monthly recurring Maintenance Charges and the Maintenance Security Deposit, an amount equivalent to 6 (six) months proposed monthly Maintenance Charges towards the Interest Free Security Deposit ("IFSD") to the Promoter/Developer calculated at the rate of Rs. 3% (Rupees three per cent) per sq. ft. of the carpet area of the Flat/Apartment/Unit per month on Possession Date. The said IFSD shall be kept with the Promoter/Developer in order to ensure adequate provision of the maintenance services and due performance of the Allottee/Purchaser in promptly paying the maintenance bills and other charges as raised by the Promoter/Developer or Association of Allottees/Purchasers. If the said IFSD remains unutilised then the same shall be transferred to the Association of Allottees/Purchasers.

#### **DEFECT LIABILITY:-**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer as per the Agreement for Sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 years by the Allottee/Purchaser from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within reasonable time, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

#### **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:-**

The Promoter/Developer/Maintenance Agency/Association of Allottees/Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/Purchaser



agrees to permit the Association of Allottees/Purchasers and/or maintenance agency to enter into the Flat/Apartment/Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **USAGE:-**

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

#### **COMPLIANCE WITH RESPECT TO THE APARTMENT:-**

- *The Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Flat/Apartment/Unit at his/her/it's/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Flat/Apartment/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat/Apartment/Unit and keep the Flat/Apartment/Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenurable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/Block/Tower is not in any way damaged or jeopardized.*
- *The Allottee/Purchaser further undertakes, assures and guarantees that he/she/it/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building/Block/Tower or anywhere on the exterior of the Housing Project, buildings therein or Common Areas. The Allottee/Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the*





workmen or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the Flat/ Apartment/Unit or place any heavy material in the common passages or staircase of the Building/Block/Tower. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Flat/ Apartment/Unit.

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

#### **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:-**

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

#### **ADDITIONAL CONSTRUCTIONS:-**

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure/s anywhere in the Housing Project after the Building Plan, Layout Plan, Sanction Plan and Specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

#### **PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoter/Developer executes this Agreement, it shall not mortgage or create a charge on the Flat/ Apartment/Unit or Building/Block/Tower and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for



the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such Flat/Apartment/Unit or Building/Block/Tower.

**RAISING OF FINANCE BY PROMOTER/DEVELOPER:-**

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

**RAISING OF FINANCE BY ALLOTTEE/PURCHASER:-**

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

**BINDING EFFECT:-**

Forwarding this Agreement to the Allottee/Purchaser by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee/Purchaser, until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15 (fifteen) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Registrar as and when intimated by the Promoter/Developer. If the Allottee/Purchaser fails to execute and deliver to the Promoter/Developer this Agreement within 7 (seven) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith shall be returned to the Allottee/Purchaser by



the Promoter/Developer without any interest or compensation whatsoever after debiting cancellation charges.

#### **ENTIRE AGREEMENT:-**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, Allotment Letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/ Apartment Unit, as the case may be.

#### **RIGHT TO AMEND:-**

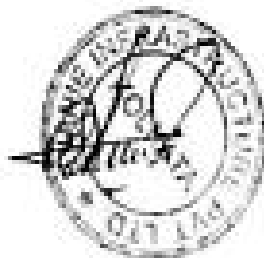
This Agreement may only be amended through written consent of the Parties. However it is clarified that the Parties shall be bound to enter into a fresh Agreement to Sale annulling this Agreement, if required to do so, under the WRHRA and/or any other applicable law for the time being in force.

#### **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:-**

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

#### **WAIVER NOT A LIMITATION TO ENFORCE:-**

- The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Promoter/Developer in the case of one Allottee/Purchaser



shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees/Purchasers.

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

#### **SEVERABILITY:-**

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

#### **NOMINATION/TRANSFER BY THE ALLOTTEE/PURCHASER:-**

- The Allottee/Purchaser may with the prior consent in writing from the Vendor/Landowner and/or Promoter/Developer and against payment in advance to the Promoter/Developer, a sum equivalent to 1% of the Sale Price payable by the Allottee/Purchaser to the Promoter/Developer hereunder, get the names of his/her/its/their nominee/s substituted in his/her/its/their place and stead in the records of the Promoter/Developer as the Allottee/Purchaser of the said Flat/Apartment/Unit. Any such nomination or transfer shall be at the sole risk and cost of the Allottee/Purchaser and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall henceforth be observed, fulfilled and performed by the nominee/s. All stamp duty and Registration Fees, Legal Charges and other outgoings as may be occasioned due to aforesaid nomination or transfer, shall be payable by the Allottee/Purchaser or his/her/its/their nominee/s. The change of nomination shall be executed and effective on or after expiry of the locking period of 1 (one) year from the date of booking/allotment. The Promoter/Developer shall charge @ Rs. 50/- per sq. ft. plus applicable GST for execution of the fresh agreement with the said nominee/s. The acceptance of the nominee/s of the Allottee/Purchaser shall be subjected to the



discretion of the Vendor/Landowner and/or Promoter/Developer and it's decision shall be full and final and will be a binding upon all the parties herein.

- The Allottee/Purchaser do hereby agreed that he/she/it/they will not be entitled to make any change of name against the allocation of the Flat/Apartment/Unit under this Agreement for Sale within 1 (one) year from the date of execution of the same in any manner whatsoever. However the Allottee/Purchaser herein will be entitled to make any change of name in favour of his/her/its/their nominee on or after expiry of 1 (one) year from the date of this Agreement for Sale, and this said stipulated time will be treated as a Locking Period.
- The Allottee/Purchaser shall not be entitled to let out, sell, transfer or part with possession of the Flat/Apartment/Unit until all the charges, outgoings, dues payable by the Allottee/Purchaser to the Vendor/Landowner and/or Promoter/Developer in respect of the Flat/Apartment/Unit are fully paid up and a No Dues Certificate is obtained by the Allottee/Purchaser from the Vendor/Landowner and/or Promoter/ Developer.

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

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

**FURTHER ASSURANCES:-**

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



### **PLACE OF EXECUTION:-**

The execution of this presents shall be completed upon its execution by the Allottee/Purchaser and the Promoter/Developer through its Authorized Signatory/Executives, Attorneys etc. at Promoter/Developer's office, or at some other place, which may be mutually agreed by and between the parties herein, at Kolkata and after the Agreement is duly executed by the parties, the same shall be registered at the office of the concerned Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata. The stamp duty, registration fees and other incidental charges in respect of this Agreement shall be borne and paid by the Allottee/Purchaser.

### **NOTICES:-**

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

Name of Allottee/Purchaser  
(Allottee/Purchaser Address)

M/s EVANGEL INFRASTRUCTURE PVT LTD

Promises No. 504/1, Dakshinarti Road, "Bina Abasan", Flat No. F-2/1, 2<sup>nd</sup> floor, 180  
Sreebhumi, PS - Lake Town, Kolkata - 700049, Dist. 24 PGS (N).

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

### **SAVINGS:-**

Any Application Letter, Allotment Letter, Agreement, or any other document signed by the Allottee/Purchaser in respect of Flat/Apartment/Unit/Building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Flat/Apartment/Unit



or Building/Block/Tower, as the case may be, shall not be construed to limit the rights and interests of the Allottee/Purchaser under the Agreement for Sale or under the Act or the rules or the regulations made there under.

#### **GOVERNING LAW:-**

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

#### **DISPUTE RESOLUTION:-**

The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within 14 (fourteen) days from the date on which either Party has served written notice on the other of the dispute ("Dispute Notice"), then the following provisions shall apply:-

- In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, then in that event, shall be settled through the adjudicating officer appointed under the Applicable Laws.

#### **DECLARATION:-**

The Parties herein do hereby affirm, state and declare that any Agreement for Sale by and between the parties herein (involving the Flat/Apartment/Unit under consideration) entered into and executed prior to this date, shall stand terminated from this date signing of this presents.

#### **"SCHEDULE - A" (THE LAND)**

The said premises shall mean, refer and include lands and/or lands to be developed by the Promoter/Developer for the Housing Project named and styled as "EVANIE NATURE CITY - PHASE - I" being :-



All that piece and parcel of land admeasuring about 42 Decimals (out of 50 Decimals, upon which Development Agreement was executed and registered) lying and situated at Mouza - Bishnupur, J.L. No. 44, Town No. 10, R.S. No. 126, I.R. Dag No. 3884 and 3885, I.R. Khatian No. 8606, within the jurisdiction of Chandpur Gram Panchayat, PO - Lashoh, PS - Rajarhat, PIN - 700156, Dist - 24 PGS (N). The said land is free from all encumbrances whatsoever. The Promoter/Developer shall complete the Housing Project in various phases and the land described herein shall be utilized for "Phase - I" and the same shall be named and styled as "EVANIE NATURE CITY - PHASE - I"

AND

All that piece and parcel of land admeasuring about 161 Decimals, 2.5 Decimals, 3.66 Decimals and 0.75 Decimals lying and situated at Mouza - Bishnupur, J.L. No. 44, Town No. 10, R.S. No. 126, I.R. Dag No. 3883, 3881, 3882 and 3887 respectively, comprised in I.R. Khatian No. 2595, within the jurisdiction of Chandpur Gram Panchayat, PO - Lashoh, PS - Rajarhat, PIN - 700156, Dist - 24 PGS (N), the said land is being utilized as pathway for the purpose of egress and ingress to the Housing Project under consideration.

**"SCHEDULE - B"**  
**(FLAT/UNIT)**

All that piece and parcel of one self-contained residential flat having Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor \_\_\_\_\_ side admeasuring about \_\_\_\_\_ sq. ft. (carpet area) consisting \_\_\_\_\_ Bed Room/s, 1 (one) Living cum Dining Space, with 1 (one) Kitchen, and 1 (one)/2 (two) toilet/s W.C. in Block/Tower No. \_\_\_\_ of the proposed Housing Complex known and styled as "EVANIE NATURE CITY - PHASE - I", together with undivided, impartible, proportionate share in the land underneath the said Building/Block/Tower in consideration and right to use and access common service areas to be appended thereto in accordance with the Building Plan sanctioned from the concerned competent Authority. That the flat under consideration is under Landowner's Allocation/Developer's Allocation in accordance to the terms and conditions of the Development Agreement and as demarcated and delineated in the Supplementary Development Agreement as above referred to herein.

**(PARKING SPACE)**





The parking place to park one medium sized private car **Two wheeler Open/Covered** space measuring about **sq. ft.** on the ground floor. (our parking place will be demarcated and numbered on or before execution of the Deed of Conveyance Date of Possession) within the said Housing Complex named and stated as "**EVANGELINE SATI HI CITY - PHASE - I**".

**"SCHEDULE - C"**  
**(PAYMENT PLAN)**  
**PAYMENT SCHEDULE OF THE SAID FLAT/APARTMENT/UNIT**

On Booking	10% of Sale Price + Taxes
On execution for Sale Agreement	Min 25% of Sale Price + Taxes
On Completion of Foundation	Min 15% of Sale Price + Taxes
On Completion of Ground floor roof casting	Min 15% of Sale Price + Taxes
On Completion of 2 <sup>nd</sup> floor roof casting	Min 10% of Sale Price + Taxes
On Completion of 3 <sup>rd</sup> floor roof casting	Min 5% of Sale Price + Taxes
On Completion of 4 <sup>th</sup> floor roof casting	Min 5% of Sale Price + Taxes
On Completion of brick work, internal plaster flooring	Min 5% of Sale Price + Taxes
On Completion of plumbing, external Plaster	Min 5% of Sale Price + Taxes
On Notice of Possession	Min 5% of Sale price + Extra Charges, Deposits, Registration Charges, all others charges + Taxes

**SCHEDULE - D**  
**(MUTUAL EASEMENTS & RESERVED MATTERS)**

The following shall be reciprocal easements regarding the Flats, Apartments, Units and/or the Common Portions between the Promoter/Developer and/or all the Allottees/Purchasers of other Flats, Apartments, Units -

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



- The right of support, shelter and protection of each portion of the Building/Block/Zone by the other portions thereof
- Such other rights, supports, easements and appurtenances as are usually held or used or enjoyed as part or parcel of the Flat/ Apartment/ Unit or necessary for the use or enjoyment thereof by the Apartment Owners in common with each other subject however to the other conditions herein.

**SCHEDULE E**  
**(EXTRAS & DEPOSITS)**

**Part - I**  
**[Extras]**

- **Additional Works:-** The cost of any work done or facility provided in any Flat/ Apartment/ Unit in addition to those mentioned in the Specifications at the request of or with the consent of the Allottee/Purchaser the same will be decided by the Promoter/ Developer and the Allottee/Purchaser shall be deemed to have agreed to this.
- **Electricity Service Connection Charge:-** Costs incurred in making arrangements with WBSEDC on actual for giving direct L.T connection to the Apartment Owners along with Rs. 10,000/- as execution charges and the same shall be payable to the Promoter/ Developer by the Apartment Owners.
- **DG Backup and Maintenance Charges:-** Proportionate cost of providing stand-by generator for the internal consumption in the Apartment, to be paid at the following rate :-

BHK	WATTS	AMOUNT
2	500	Rs. 30,000/- (Rupees Thirty Thousand Only)
3	1000	Rs. 45,000/- (Rupees Forty Five Thousand Only)

- **Infrastructural Development Charges:-** Costs incurred by the Promoter/ Developer for developing the infrastructure calculated at the rate of Rs. 50/- (Rupees fifty only) per sq. ft. of the Flat/ Apartment/ Unit Carpet Area will be payable to the Promoter/ Developer by the Apartments Owners.



- **Association Formation Charges:-** Costs incurred by the Promoter/Developer for formation of Association will be payable to the Promoter/Developer by the Apartments Owners on actual along with Rs. 15,000/- per Flat/Apartment/Unit.
- **Documentation Charges:-** The documentation or legal fees shall be paid by the Apartments Owners at the following rate

BILL	AMOUNT
2	Rs. 25,000/- (Rupees Twenty Five Thousand Only)
3	Rs. 35,000/- (Rupees Thirty Five Thousand Only)

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

**Part - II  
[Deposits]**

- **Maintenance Security Deposit:-** An interest free corpus deposit calculated at the rate of Rs. 30/- (Rupees thirty six only) per sq. ft. of the Flat/Apartment/Unit Carpet Area ("Maintenance Security Deposit") for the Apartment shall be paid by the Allottee/Purchaser to the Promoter/Developer, on or before a date to be notified by the Promoter/Developer which date shall not be a date later than the Possession Date. The amount of such Maintenance Security Deposit payable shall be intimated by the Promoter/Developer on or before possession date. The Maintenance Security Deposit shall be used by the Promoter/Developer or Association of Allottees/Purchasers for repair of the Housing Complex or equipments provided therein. Notwithstanding the above, the Promoter/Developer reserves the right to utilize this deposit to adjust any realisable dues from the Allottee/Purchaser. The unused portion of the Maintenance Security Deposit shall be transferred to the Association of the Allottees/Purchasers (if any) as and when incorporated.
- **Electricity Security Deposit:-** Deposit on actual to be incurred regarding obtaining of E.T. connection from WRS&DM shall be with Rs. 20,000/- per flat/flat/flat. The same shall be payable by the Apartments Owners.



- **Taxes and/or Deposits:-** An estimated amount equal to 6 (six) months proportionate share of rates and taxes of municipality and/or other authorities, as may be estimated from time to time by the Promoter/Developer, to be utilized for the payment of such rates and taxes until mutation and separate assessment of the Flat/Apartment/Unit. Every time when the above deposit is likely to get exhausted before mutation and separate assessment of the Flat/Apartment/Unit takes place, the Apartments Owners shall deposit the above amount as and when demanded by the Promoter/Developer from time to time. If at any time the Maintenance Security Deposit and/or the IPSD shall fall below the prescribed limit, the Allottee/Purchaser shall make good such shortfall immediately on demand being made by the Promoter/Developer, Association of Allottees/ Purchasers.

#### **SCHEDULE F** **(COMMON EXPENSES)**

The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee/Purchaser with all the Apartments Owners as follows :-

- The costs and expenses relating to the Building/Block/Tower shall be borne by all the Apartments Owners in the proportion Apartment Area of any Flat/Apartment/Unit
- Some of the expenses mentioned herein may be common to all the Apartments Owners or only to those of any particular Building/Block/Tower as be decided by the Promoter/ Developer or the Association of Allottees/Purchasers, as the case may be
- The expenses for maintenance, operation, and renovation etc. of the Housing Complex shall be borne and paid by the Apartments Owners to the extent and in the manner the Promoter (Developer or the Association of Allottees/Purchasers, as the case may be, may decide

The expenses shall, inter-alia, include the following :-

- **Maintenance:-** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleaning of the Common Portions and maintaining the garden and supplying of round the clock water
- **Staff:-** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter/ Developer or the Association of Allottees, Purchasers, as the case may be, for managing and maintaining and security of the Common Areas and facilities and Utilities of the Housing Complex



- **Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
- **Insurance:-** Costs towards payment of premium for insuring the Building Block/Tower and the Common Portions.
- **Rates, taxes and outgoings:-** All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
- **Others:-** Any other expenses incurred by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, in respect of the Housing Complex and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

**SCHEDULE G**  
**(COMMON RULES)**

1. The Apartments Owners shall not -
  - 1.1 Damage the Building/Block/Tower or the Housing Complex Common Portions or any of the other Flats/Apartments/Units by making any alterations or withdrawing any support or otherwise.
  - 1.2 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the Common Portions, save at the places earmarked for.
  - 1.3 Place or cause to be placed any article in any of the Common Portions.
  - 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the other Flat/Apartment/Unit Occupiers of the Housing Complex.
  - 1.5 Use or allow the Flat/Apartment/Unit or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business, professional chamber or office.
  - 1.6 Use the Parking Space, for any purpose other than parking of middle/standard size motor cars and two wheelers or partition the same in any manner.
  - 1.7 Put up or affix any sign board, name plate or other things or other similar articles in any of the Common Portions or outside the Flat/Apartment/Unit save at the places



provided for, provided that the Apartments Owners may display a small and decent name-plate outside the main door of their Flat/Apartment/Unit

- 1.8. Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Flat/Apartment/Unit or in any of the Common Portions which may be injurious or obnoxious to the other acquirers/occupiers of the Housing Complex or such articles which are so heavy as to affect or endanger the structure of the Building/Block/Tower or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase.
- 1.9. Hang from or attach to the beams or the rafters of any part of the Flat/Apartment/Unit or the Tower any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Building/Block/Tower or any part thereof.
- 1.10. Do or cause to be done anything which may cause any damage to or affect the Building/Block/Tower, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Apartments Owners.
- 1.11. Affix or draw any wire, cable, pipe from, to or through any of the Common Portions or outside walls of the Building/Block/Tower or other parts, without approval of the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be.
- 1.12. Affix any or install any antenna on the ultimate roof of the Building/Block/Tower or any open terrace that may be part of any Flat/Apartment/Unit or in its windows.
- 1.13. Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Housing Complex or cause disharmony amongst them.
- 1.14. Install any air-conditioner, except in the approved places.
- 1.15. Affix or change the design or the place of the grills, the windows or the main door of the Flat/Apartment/Unit without approval.
- 1.16. Make any internal addition, alteration and/or modification in or about the Flat/Apartment/Unit save as accordance with the then existing statutory Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be.



- 1.17. Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat/ Apartment/Unit excepting between 10.00 AM to 06.00 PM and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Building/Block/Tower in which the Apartments Owners is situated
- 1.18. Alter the outer elevation of the Building/Block/Tower or the Flat/Apartment/Unit or any part thereof, nor decorate the exteriors thereof in any manner whatsoever
- 1.19. Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Flats/Apartments/ Units or the Buildings/Blocks/Towers.
- 1.20. Claim any right of pre-emption or otherwise regarding any of the other Buildings/ Blocks/Towers or any portion of the Building/Block/Tower and/or the Housing Complex.
- 1.21. Restrict the full and unrestricted enjoyment of the Easements described in Schedule herein fore to any other owners/occupiers of the Building/Block/Tower
- 1.22. Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Flats/Apartments/Units or the Building/Block/Tower or cause the premium for the insurance to be increased
- 1.23. Question the quantum of any amount levied upon the Apartments Owners by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, in terms of this Agreement.
2. The Apartment Owners shall:-
- 2.1. Maintain the Housing Complex in general and the Building/Block/Tower where its Flat/Apartment/Unit is situate for the purposes, with the intent and object for which the same is constructed
- 2.2. Assist the Promoter/Developer to form the Association of Apartments Owners, if the Promoter/Developer so desires and strictly abide by all the Rules and Regulations of the Association so formed.
- 2.3. Co-operate and assist in all manner with the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube-wells, generator and/or other installations and/or amenities in the Building/Block/Tower, the Housing Complex



and shall indemnify and keep the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, may suffer or incur due to any non-observance, non-observance, non-performance default or negligence on the part of the concerned Apartments Owners.

- 2.4 Not to carry any heavy goods and materials in the passenger lifts.
- 2.5 Maintain, at their own costs, their respective Flats/Apartments/Units in the same good condition, state and order in which the same will be delivered to them, normal wear and tear accepted.
- 2.6 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the State of West Bengal.
- 2.7 Pay the charges for electricity only relating to the Flat/Apartment/Unit and proportionately relating to the Building/Block/Tower and the Housing Complex Common Portions, Common Areas, Utilities and Facilities.
- 2.8 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Flat/Apartment/Unit and after such installation, timely pay all charges and/or deposits to ensure that none of the other Apartments Owners or the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, is hindered in any manner for any sum or untimely payment.
- 2.9 Pay the proportionate rates, charges and fees of the municipality/local authority concerned till such time the Flat/Apartment/Unit is not mutated and separately assessed by such municipality/local authority and thereafter timely pay all rates and taxes of municipality/local authority to ensure that none of the other Flats/Apartments/Units or the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, is hindered in any manner for any sum or untimely payment.
- 2.10 Pay such further Deposits as he required by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, from time to time.
- 2.11 Pay, within 7 (seven) days of being called upon to do so, the proportionate Common Expenses as also all other outgoings related to the Flat/Apartment/Unit, the Building/Block/Tower and the Housing Complex including proportionate expenses relating to the replacement of any equipments.





- 2.12 *Keep the Flat/Apartment/Unit and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner*
- 2.13 *Maintain and be responsible for the structural stability of the Flat/Apartment/Unit and not to do any act, matter or thing which may affect the structural stability of the Building/Block/Tower*
- 2.14 *Use the Flat/Apartment/Unit, the Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.*
- 2.15 *Sign such forms, give such authorities and render such co-operation as may be required by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be*
- 2.16 *Pay, wholly in respect of the Flat/Apartment/Unit and proportionately in respect of the Building/Block/Tower and the Housing Complex, all costs, charges and expenses as may arise due to any reason whatsoever provided that the Apartments Owners shall have the right to claim reimbursement if the same be occasioned due to default by any other person.*
- 2.17 *Allow the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Apartment*
- 2.18 *Ensure that the entirety of the Housing Complex is maintained in a decent manner*
- 2.19 *Observe, perform and comply with the conditions mentioned in other parts of this Schedule*



IN WITNESS WHEREOF the Parties hereto have Affixed their seals and signatures on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

By the Parties at Kolkata  
in the presence of

-----  
**SIGNATURE OF THE VENDOR/LANDOWNER**



-----  
**SIGNATURE OF THE PROMOTER/DEVELOPER**

-----  
**SIGNATURE OF THE ALLOTTEE/PURCHASER**

Drafted by me

SUPTARSHI RAY

Advocate

84 - 27, Salt Lake Circle,

Kolkata - 700091,

9433265452

**RECEIPT**

29

RECEIVED from the within named Allottee/Purchaser the within mentioned sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as an earnest/advance money including proportionate GST as per Memo of Consideration herein below.

**MEMO OF CONSIDERATION**

Sl. No.	Cheque No./ Cash	Bank & Branch	Date	Principal Amount (Rs.)	GST Amount (Rs.)

**TOTAL**

**GRAND TOTAL**

(Rupees \_\_\_\_\_ only)

**WITNESSES:**

1.

.....  
**SIGNATURE OF THE VENDOR/LANDOWNER**



.....  
**SIGNATURE OF THE PROMOTER/DEVELOPER**