

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ day of _____, 20____

BY AND BETWEEN

(1) NORTHSTAR MERCHANTS PRIVATE LIMITED (PAN:AACCN 6593N), (CIN U51109WB2008PTC121536), (2) SYNERGY BARTER PRIVATE LIMITED (PAN: AALCS 4798P), (CIN U51109WB2008PTC121727), (3) TWINKLE COMMOTRADE PRIVATE LIMITED (PAN:AACCT8169J), (CIN U51109WB2008PTC121728), (4) VANTAGE DISTRIBUTORS PRIVATE LIMITED (PAN:AACCV6114B), (CIN U51109WB2008PTC121535), (5) SUHANA VINIMAY PRIVATE LIMITED (PAN:AALCS4619R), (CIN U51109WB2008PTC121396), (6) ZED VYAPAAR PRIVATE LIMITED (PAN:AAACZ3110B), (CIN U51109WB2008PTC121395), (7) AASTHA TRADECOMM PRIVATE LIMITED (PAN:AAGCA7218M), (CIN U51109WB2008PTC121655), (8) KASTURI COMMODEAL PRIVATE LIMITED (PAN:AADCK2446E), (CIN U51109WB2008PTC121661), (9) LIBERAL DISTRIBUTORS PRIVATE LIMITED (PAN:AABCL3995K), (CIN U51109WB2008PTC121658), (10) FASTER COMMERCIAL PRIVATE LIMITED (PAN: AABCF1644F), (CIN U51109WB2008PTC121401), (11) SUNDARAM VINCOM PRIVATE LIMITED (PAN: AALCS4841B), (CIN U51109WB2008PTC121726), all companies incorporated under the Companies Act, 1956, having its/their registered office at 66A, Sisir Bhaduri Sarani, 2nd Floor, Flat No. 5, Post Office-Beadon Street, Police Station-Amherst Street, Kolkata 700 006, (12) UPKAR COMMODITIES PRIVATE LIMITED (PAN:AAACU9494P), (CIN U51109WB2008PTC121672), a company incorporated under the Companies Act, 1956, having its registered office at 17/5, Sahapur Colony, Ground Floor, Police Station and Post Office-New Alipore, Kolkata - 700 053, (13) SHA-SAN ESTATES PRIVATE LIMITED (PAN:AAKCS 9564J), (CIN U45400WB2007PTC116735), a company incorporated under the Companies Act, 1956, having its registered office at 237Q, Manicktala Main Road, Golden House, 2nd floor, Post office: Maniktalla, Police Station-Phoolbagan, Kolkata - 700054, (14) BAHUBALI COMMOTRADE PRIVATE LIMITED (PAN:AADCB 3103B), CIN U51109WB2008PTC121532, (15) OCTAGON SUPPLIERS PRIVATE LIMITED (PAN:AAACO9924A), (CIN U51109WB2008PTC121802), (16) RATNABALI MERCHANTS PRIVATE LIMITED (PAN:AADCR8262P), (CIN U51109WB2008PTC121730), (17) UPKAR VANIJYA PRIVATE LIMITED (PAN:AAACU9505D), (CIN U51109WB2008PTC121729), (18) PRATHANA SALES AGENCIES PRIVATE LIMITED (PAN:AAECP 4922B), (CIN U51109WB2008PTC121722), (19) LIFESTYLE AGENTS PRIVATE LIMITED (PAN:AABCL3998E), (CIN U51109WB2008PTC121724), (20) PANTHER MARKETING PRIVATE LIMITED (PAN:AAECP 4924H), (CIN U51109WB2008PTC121776), (21) PRINCIPLE SALES AGENCIES PRIVATE LIMITED (PAN:AAECP4898E), (CIN U51109WB2008PTC121725), (22)

STARLIGHT AGENTS PRIVATE LIMITED (PAN: AALCS 4840A), (CIN U51109WB2008PTC121750), (23) GLORY VYAPAAR PRIVATE LIMITED (PAN:AADCG0174F), (CIN U01403WB2008PTC121394), (24) RATNABALI MARKETING PRIVATE LIMITED (PAN:AADCR8222M), (CIN U51109WB2008PTC121671), (25) QUEST SUPPLIERS PRIVATE LIMITED (PAN:AAACQ1657J), (CIN U51109WB2008PTC121397), all companies incorporated under the Companies Act, 1956, having their registered office at Premises No. 40, Shiv Thakur Lane, Post Office-Burrabazar, Police Station-Burrabazar, Kolkata - 700 007, (26) PLANET VANIJYA LLP (PAN:AATFP5812E), (LLPIN AAI- 2800), (27) PLATINUM VYAPAAR LLP (PAN: AATFP5813F), (LLPIN AAI- 2823), (28) ZOOM VINCOM LLP (PAN:AABFZ7781J), (LLPIN AAI- 2824), (29) PRESIDENCY TRADERS LLP (PAN:AATFP5814C), (LLPIN AAI- 2249), (30) GOLDMINE COMMERCIAL LLP (PAN:AAQFG6658Q), (LLPIN AAI- 3618), (31) JUPITER DEALERS LLP (PAN:AAMFJ6472B), (LLPIN AAI- 1631), and (32) MINOLTA AGENCIES LLP (PAN:ABEFM5586E), (LLPIN AAI- 2801), all Limited Liability Firms, formed under LLP Act, 2008, having their registered office at Premises No. 1002, E. M. Bypass, Front Block, Post Office- Dhapa, Police Station-Pragati Maidan, Kolkata - 700 105, all represented by their _____, hereinafter collectively referred to as the "**Owners**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators representatives and assigns) of the **FIRST PART**;

AND

MERLIN DEVELOPMENTS, a Partnership Firm, having its Office at 22, Prince Anwar Shah Road, Kolkata-700033, (PAN: ABAFM5914E), represented by its Authorisd Signatory _____ (AadharNo.) hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**;

AND

Mr./Ms. _____ (Aadhar No. _____) son/daughter of _____, aged about residing at _____, (PAN _____) hereinafter called the "Allottee" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the **THIRD PART**.

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

DEFINITIONS:

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

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

WHEREAS:

- A. The Owners herein are the absolute and lawful joint owners of the land measuring about 212 cottah more or less equivalent to 3.50 acres s (more or less) comprised in R.S. Dag Nos. 3785, 3786,3783/3809, 3784, 3784/3810, under L.R. Khaitan No.2074 in Mouza-Sukchar, J.L. No.9, being Premises No. 618, Barrackpore Trunk Road, Municipal Holding No.30/1, (formely 46A to 46N and 46P to 46Z/7), Ward No. 14, under Panihati Municipality, P.S. Khardah, Kolkata - 700 114 ("Said Land") more fully and particularly mentioned in the Schedule A, vide 32 sale deeds all duly registered at the office of the Additional Registrar of Assurances – II, Kolkata, morefully mentioned in the Schedule A-1. Owners and the promoter have entered into a joint development agreement registered at the office of the Additional Registrar of Assurances – IV, Kolkata as document no.190400734 for the year 2015. Owners jointly granted a Power of Attorney in favour of representative of the Promoter registered at the office of the Additional Registrar of Assurances – III, Kolkata as document no. 160306523 for the year 2015 for undertaking development of the said Land.
- B. The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings with some commercial areas and car parking spaces and the said project shall be known as Merlin Maximus ("Project").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

- D. The Owner has duly intimated the Panihati Municipality about commencement of construction of its project Merlin Maximus vide its commencement letter dated 01.03.2016 duly acknowledged on 05.03.2016.
- E. The Promoter has obtained the final layout plan for seven blocks for its project, sanctioned plan, specifications and approvals for the Project and also for the apartment and commercial areas from Panihati Municipality. Out of the said sanctioned seven blocks the Promoter has already completed construction of three blocks being block No. 1, 2 and 3 as per the said sanctioned plan and obtained Occupancy Certificate/ Completion Certificate from Panihati Municipality. The said three block comprising of entire commercial areas of the project located on the front portion of entire ground and first floor of the said three blocks and rest portion are residential apartments. The Promoter agrees and undertakes that it shall not make any changes to these approved plans for balance four blocks except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- G The Allottee had applied for an apartment in the Project vide application and has been allotted apartment hereinafter referred to as the "Apartment" more particularly described in Schedule A-2 and the floor plan or the apartment is annexed hereto and marked as Annexure;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I. The Promoter may in future develop further phases on the Land parcels adjacent to said premises, and reserve the right to share common infrastructure i.e. driveway, club and other amenities with such future phase/phases in terms of Rule 10 under the said act.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. 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;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment morefully mentioned in Schedule A-2.

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

1 TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment morefully and particularly mentioned in the Schedule-A-2.
- 1.2 The Total Price payable for the Apartment is more fully mentioned in the Schedule-B

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Completed Apartment finished as per specifications morefully mentioned in Schedule D includes recovery of price of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the saidnotification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @4% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at

Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.

- 1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as Schedule – B of this Agreement.
- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned in Schedule A-2:
 - (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have right to use the Common Areas transferred to the association of allottees. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.

- (iii) That the computation of the price of the Completed Apartment finished as per specification morefully mentioned in Schedule D, includes recovery of price of land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The price excludes Taxes and maintenance charges.
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with car parking space, if allotted 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 underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11. The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the

time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this, Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the

applicable laws, The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees subject to the same being formed and registered.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Schedule which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority 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 shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees is the essence of the Agreement. The Promoter assures

to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on June 2020, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Conveyance. . The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the project. The promoter shall hand over the photocopy of completion certificate of the project to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in

para 7.2 such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, municipal tax and other outgoings and further holding charge of Rs.5,000/- per month or part thereof for the period of delay of to taking possession .

- 7.4 **Possession by the Allottee-** After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee upon its formation and Registration;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after formation and registration of the association of allottees.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment.

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

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

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; Promoter has the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project save and except mortgage created with LIC Housing Finance Limited for availing construction finance:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas till the date of handing over of the project to the association of allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee

in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees once the same being formed and Registered;
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid by the allottee by deducting the booking amount and the interest liabilities and

this Agreement shall thereupon stand terminated, subject to compliance of clause 34.10.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Schedule B under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the completion certificate, as the case may be, to the allottee:

However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as morefully mentioned in clause 7.3 of this agreement.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter

into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

15.3 The Allottee shall plan and distribute its electrical load in

conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver

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

21. ENTIRE AGREEMENT :

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a

waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. MISCELLANEOUS:

- 34.1 The Allottee aware that the price of the Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee shall not claim, demand or dispute in regard thereto.
- 34.2 The Allottee prior to execution of the Deed of Conveyance nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of administrative charges @2% (two per cent) of the total price to the Promoter.
- 34.3 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in Schedule-D and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.
- 34.4 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 34.5 In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

- 34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.7 Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Conveyance of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this project and in that case the Promoter may decide to provide for a passage way across this project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this project and their Association . The Promoter may extend the size of the project as presently envisaged by causing development of another Project/Phase on land contiguous to the present project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this project with shared infrastructure and common facilities which means that the facilities available in this project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

- 34.8 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 34.9 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.
- 34.10 In the event of cancellation of allotment The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 34.11 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.12 The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only

those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

- 34.13 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 34.14 The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. The Allottee shall before taking possession of the apartment pay @Rs.36/- per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance for the initial period of one year. The Allottee shall additionally pay @Rs.36/- per sq. ft. on the built-up area of the apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.
- Establishment and all other capital and operational expenses of the Association.
 - All charges and deposits for supplies of common utilities.

- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment/unit of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra

amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

- 34.15 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.
- 34.16 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project 'Merlin Maximus' and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

34.17 That on and from the date of possession of the said Apartment/unit, the Allottee shall:

- a. Co-operate in the management and maintenance of the said project Merlin Maximus.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i) to discontinue the supply of electricity to the "Said Unit".
 - ii) to disconnect the water supply
 - iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
 - iv) to discontinue the facility of DG Power back-up
 - v) to discontinue the usage of all amenities and facilities provided in the said project "Merlin Maximus" to the Allottee and his/her/their family members/guests.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

- f. Use the said Apartment/unit for residential purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
- m. Not to make any addition, alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.
- o. Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.

- p. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.
- q. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilles wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- r. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- t. Not to encumber the said Apartment / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment / unit in favour of the Allottee.

- u. Use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project 'Merlin Maximus' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.
- v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- w. To ensure that all interior work of furniture, fixtures and furnishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allotees.

34.18 The Owners and the Promoter have already executed several Sale Agreements with Allotees.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners
Signature:

Name:

Address:

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter
Signature:

Name:

Address:

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature:

Name:

Address:

Please affix
Photographs
and Sign
across the
photograph

(2) Signature:

Name:

Address:

At _____ on _____ in the presence of:

WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address:

SCHEDULE 'A'
(LAND)

All That the piece and parcel of land measuring 212 cottah more or less equivalent to 3.50 acres s (more or less) comprised in R.S. Dag Nos. 3785, 3786,3783/3809, 3784, 3784/3810, under L.R. Khaitan No.2074 in Mouza-Sukchar, J.L. No.9, being Premises No. 618, Barrackpore Trunk Road, Municipal Holding No. 30/1 (formerly 46A to 46N and 46P to 46Z/7 Ward No. 14, under Panihati Municipality, P.S. Khardah, Kolkata - 700 114, District- 24 Pgs (North), together with structures standing thereon, duly butted and bounded as follows :-

ON THE NORTH : By Iswar Chandra Chatterjee Road;

ON THE SOUTH : By Sukhchar Market;

ON THE EAST : By Iswar Chandra Chatterjee Road;

ON THE WEST : By Barrackpore Trunk Road.

SCHEDULE 'A-1'
(Details of Ownership of the Said Land)

Sl. No.	Name of the Owner	Book No.	CD Vol. No.	Pages	Deed No./Year
1	Minolta Agencies Pvt. Ltd.	I	49	1614-1630	7393/2012
2	Octagon Suppliers Pvt. Ltd.	I	49	1843-1859	7394/2012
3	Planet Vanijya Private Limited	I	49	1599-1613	7395/2012
4	Platinum Vyapaar Pvt. Ltd.	I	49	1817-1831	7396/2012
5	Presidency Traders Pvt. Ltd.	I	49	1860-1876	7397/2012

6	Goldmine Commercial Pvt. Ltd.	I	49	1733-1749	7398/2012
7	Zoom Vincom Pvt. Ltd.	I	49	1800-1816	7400/2012
8	Upkar Commodities Pvt. Ltd.	I	49	1877-1893	7401/2012
9	Glory Vyapaar Pvt. Ltd.	I	49	1681-1697	7402/2012
10	Bahubali Commotrade Pvt. Ltd.	I	49	1750-1764	7404/2012
11	Jupiter Dealers Pvt. Ltd.	I	49	1631-1645	7405/2012
12	Quest Suppliers Pvt. Ltd.	I	501	659-680	7531/2012
13	Vantage Distributors Pvt. Ltd.	I	45	3348-3362	11272/2012
14	Twinkle Commotrade Pvt. Ltd.	I	45	3363-3377	11273/2012
15	Synergy Barter Pvt. Ltd.	I	45	3378-3392	11274/2012
16	Sundaram Vincom Pvt. Ltd.	I	45	3646-3662	11275/2012
17	Kasturi Commodeal Pvt. Ltd.	I	45	3663-3679	11276/2012
18	Northstar Merchants Pvt. Ltd.	I	45	3897-3912	11277/2012
19	Zed Vyapaar Pvt. Ltd.	I	45	3729-3743	11278/2012
20	Panther Marketing Pvt. Ltd.	I	45	3744-3760	11279/2012
21	Suhana Vinimay Pvt. Ltd.	I	45	3393-3407	11412/2012
22	Faster Commercial Pvt. Ltd.	I	45	3408-3424	11413/2012
23	Ratnabali Marketing Pvt. Ltd.	I	45	3425-3441	11414/2012
24	Starlight Agents Pvt. Ltd.	I	45	3442-3458	11415/2012
25	Lifestyle Agents Pvt. Ltd.	I	45	3459-3475	11416/2012
26	Liberal Distributors Pvt. Ltd.	I	45	3476-3492	11417/2012
27	Aastha Tradecomm Pvt. Ltd.	I	45	3493-3509	11418/2012
28	Upkar Vanijya Pvt. Ltd.	I	45	3510-3526	11419/2012
29	Principles Sales Agencies Pvt. Ltd.	I	45	4228-4245	11420/2012
30	Ratnabali Merchants Pvt. Ltd.	I	45	3545-3561	11421/2012
31	Prathana Sales Agencies Pvt. Ltd.	I	45	3562-3578	11422/2012
32	Sha-San Estates Pvt. Ltd.	I	49	1911-1927	11989/2012

SCHEDULE 'A-2'
(APARTMENT)

ALL THAT Apartment being No. _____, on the _____ floor, Block-_____, total measuring _____ sq.ft. built-up area (more or less) _____ sq. ft. carpet area (excluding balcony open terrace), with facility to park _____ medium size road worthy passenger car in the open/covered/Podium car parking space, being no._____, together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in Schedule-E, of the said 'Housing Complex Merlin Maximus' at Premises No.618, B. T. Road, Holding No. 30/1, Sodepore, Mouza Sukhchar, Ward No. 14 Under Panihati Municipality, Kolkata - 700114.

SCHEDULE 'B'
(PRICE)

Price for the Apartment Rs._____/-

Price of ____ Car Parking space Rs._____/-

Total Price Rs._____/-

(Rupees only).

SCHEDULE 'C'
(PAYMENT PLAN)

SL. NO.	PERCENTAGE OF CONSIDERATION	PARTICULARS
1	10% + GST	On Booking.
2	10% + GST	Within 30 days from booking/ Execution of Agreement
3	10% + GST	On commencement of foundation work.
4	10% + GST	On completion of 3rd floor slab
5	10% + GST	On completion of 5th floor slab
6	10% + GST	On completion of 9th floor Slab
7	10% + GST	On completion of Roof
8	10% + GST	On completion of brick work of your Flat
9	10% + GST	On completion of flooring of your Flat
10	10% + GST	On Possession

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

SCHEDULE 'D'
(SPECIFICATIONS, AMENITIES & FACILITIES)

Bedroom & Living Room:

Floor : Vitrified tiles.
Walls & Ceiling : Wall putty (ready to paint)

Kitchen:

Walls : Glazed tiles up to 2'-0" above counter, balance wall Putty.
Floor : Anti-skid ceramic tiles of Orient/RAK or equivalent make
Counter : Granite
Fitting/Fixtures: CP fittings of ESSCO, ESS, ESS, RAK or equivalent make, stainless Steel Sink, provision for exhaust fan ceiling wall putty.

Balcony:

Floor : Anti-skid ceramic tiles
Walls & Ceiling : Wall putty (ready to paint)

Bathrooms:

Walls : Combination of Glazed ceramic tiles of Asian, Jhonson, Orient or equivalent make upto 7' height.
Floor : Anti-skid ceramic tiles.
Fitting/Fixtures: CP fittings of ESSCO, ESS - ESS or equivalent make, wash basin and WC, provision for exhaust fan.

Sanitary Ware /

CP fittings : Parryware/Hindware or equivalent brands for sanitary ware. ESS ESS or Equivalent brands for CP fittings.

Door & Windows:

Entrance Doors: Decorated flush door
Internal Doors : Flush Door
Windows : Colour Anodized/ powder-coated glazed aluminum finish

Security System: CCTV for entrance lobby at ground floor, entry and exit of the complex and Community Hall and other amenity rooms.

Electrical:

Modular Switches : Of Havells or equivalent make and copper wiring.
A/C : AC points in living / Dining / Bedrooms, AC outlets for all the bedrooms and living rooms.
Intercom System : Between apartments and security rooms.
Generator : Stand-by Generator back-up part load for all apartments and common areas.

Lobby:

Entrance Lobby : Exquisitely designed at ground floor.
Other Floors : Combination of one or more of Indian marble / Granite / Vitrified tile, stone-cladding / Acrylic Emulsion / wall covering.

Lifts : OTIS/KONE/SCHINDLER or equivalent make.

Foundation : R.C.C foundation resting on cast -in-situ reinforced concrete bonded piles.

Structure : RCC framed structure.

Water Supply : 24 - hour treated water supply, through deep tube well.

SCHEDULE 'E'
(COMMON AREAS, AMENITIES & FACILITIES)

Areas : (a) Open and/or covered paths and passages (and not any other vacant land), (b) Entrance Lobbies, Waiting Lounge and Staircases, (c) Access to the Roof and/or Terrace on the Top floor of the New Building, (d) Stair head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the New Building (g) Children play area (h) Open Terrace, (i) Common Toilet on the ground floor, (j) Durwan/Guard/Caretaker's Room, (k) Electrical Meter Room (l) Community Hall and other areas provided for common use of all the residents of the Building/s.

Fitness: (a) Clubhouse with fitness centre, (b) Light & sound waterfall enable swimming pool, (c) Multipurpose sports arena with badminton and basketball.

Wellness ; (a) Musical jogging and cycling, (b) Meditation centre with joga deck, (c) Boating corner.

Leisure: (a) WLL gaming zone, (b) AV room, (c) Library with special kids section, (d) Banquet hall with attached party lawn, (d) Indoor games as table tennis, carom, chess.

Children: (a) Crèche, (b) Splash pool for kids

Water and Plumbing: (a) Water Reservoirs, (b) Water Tanks, (c) All supply / drain Water Pipes (save those inside any Flat, (d) Municipality Water Line, (e) Deep Tube Well, (f) Fire Fighting System, (g) Water Treatment Plant.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, of sufficient capacity for providing 1.0 KW for 2BHK/ 1.5 KW for 3BHK/ 2.0 KW for 4BHK flats backup power to respective units (f) EPABX / Intercom system/CCTV (only on ground floor).

(a) Drains, Sewers and pipes, (b) Drainage connection with Municipality.

Annexure

Floor Plan

