

AGREEMENT FOR SALE

THIS AGREEMENT made on this _____ day of _____ Two Thousand and Nineteen

Between

VENDORS:

(1) SREEBHUMI MECHANDISE PRIVATE LIMITED (PAN AAMCS9652H), a company incorporated under the Companies Act, 1956, having its Registered Office at 11 Mullick Street, Post Office Burrabazar, Police Station Burrabazar, Kolkata – 700007, represented by its Director **SHRI SUSHIL KUMAR JAIN (PAN _____) (Aadhar No. _____)**, son of Late Bengal Chand Jain, by faith – Hindu, by occupation - Business, by nationality – Indian residing at 159 Rabindra Sarani, Post Office Burrabazar, Police Station Burrabazar, Kolkata– 700007 **(2) SURYA MECHANDISE PRIVATE LIMITED (PAN AAMCS9662F)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 22 Armenian Street, Post Office Burrabazar, Police Station Burrabazar, Kolkata – 700001, represented by its Director **SHRI RAHUL JAIN (PAN _____) (Aadhar No. _____)**, son of Shri Sushil Kumar Jain, by faith – Hindu, by occupation - Business, by nationality – Indian residing at 159 Rabindra Sarni, Post Office Burrabazar, Police Station Burrabazar, Kolkata– 700007 and **(3) APOLLO TRADECOM PRIVATE LIMITED (PAN AAHCA6658C)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 11 Mullick Street, Post Office Burrabazar, Police Station Burrabazar, Kolkata – 700007, represented by its Director **SMT. GARIMA JAIN (PAN _____) (Aadhar No. _____)**, daughter of Shri Atul Jain, by faith – Hindu, by occupation - Business, by nationality – Indian residing at 22 Armenian Street, Post Office Burrabazar, Police Station Burrabazar, Kolkata– 700001;

AND

DEVELOPER:

BAJAJ REALCON PRIVATE LIMITED (PAN AAECB1836C), a company incorporated under the Companies Act, 1956, having its Registered Office at 22 Armenian Street, Post Office Burrabazar, Police Station Burrabazar, Kolkata – 700001, represented by its Director **SHRI ANKUSH JAIN (PAN _____) (Aadhar No. _____)**, son of Raj Kumar Jain, by faith – Hindu, by occupation - Business, by nationality – Indian residing at 3 Abani Dutta Road Salkia, Golabari, , Post Office Golabari, Police Station Golabari, Howrah- 711106;

AND

PURCHASER

[If the Purchaser is a company]

_____ (PAN _____), (CIN _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at _____, represented by its authorized signatory, **SHRI** _____ (PAN _____) (Aadhar No. _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____ duly authorized vide board resolution dated _____

[OR]

[If the Purchaser is a Partnership]

_____ (PAN _____), a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, represented by its authorized partner _____, **SHRI** _____ (PAN _____) (PAN _____) (Aadhar No. _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____.

[OR]

[If the Purchaser is an Individual]

_____ (PAN _____) (Aadhar No. _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____.

[OR]

[If the Purchaser is HUF]

_____ (PAN _____) (Aadhar No. _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ **HUF** (PAN _____), having its place of business at _____.

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individual as a “Party”.

Definitions – Unless, in this agreement, there be something contrary or repugnant to the subject or context

- (i) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (ii) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

- (iii) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (iv) **“section”** means a section of the Act.
- (v) **“Vendors”** shall mean (1) Sreebhumi Merchandise Private Limited (2) Surya Merchandise Private Limited and (3) Apollo Tradecom Private Limited and include its respective its successor or successors-in-office and/or assigns;
- (vi) **“Developer”** shall mean Bajaj Realcon Private Limited and include its successor or successors-in-office and/or assigns;
- (vii) **“Purchaser”** shall mean one or more purchasers named above and include:-
 - a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
 - b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - c. in case of a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - d. in case of a Company, its successors or successors-in-office and/or assigns;
 - e. in cases not falling within any of the above categories, the constituent of the purchaser as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- (viii) **“Association”** shall mean any Association of Persons, Syndicate, Committee, Society, Company or other body that may be formed of the Co-owners for the Common Purposes having such rules regulations and restrictions as be deemed proper and necessary by the Developer but not inconsistent with the provisions and covenants herein contained;
- (ix) **“Building Plan”** shall mean the plan for construction of the New Buildings sanctioned by the Howrah Municipal Corporation vide Plan No.BRC-188/15-16 dated 7th December 2015 and include all sanctionable modifications thereof and/or alterations thereto as may

be made by the Vendors and the Developer with the approval of the Architects and/or the concerned authorities;

- (x) **“Common Areas and Installations”** shall according to the context mean and include the areas installations and facilities comprised in and for the Building and the said Property as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchaser in common with the Vendors and other persons permitted by the Vendors and/or the Developer and save and except the same, no other part or portion of any individual Building or the said Property shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or jointly with any other Co-owner/s;
- (xi) **“Common Expenses”** shall mean and include all expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written;
- (xii) **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said Property and the New Building 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 Units exclusively and the Common Areas and Installations in common;
- (xiii) **“Co-owners”** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit and taken possession of such Unit including the Vendor for those Units not alienated or agreed to be alienated by the Vendor;
- (xiv) **“Complex”** shall mean and include the said Property and the New Building with the Common Areas and Installations;
- (xv) **“Designated Unit”** shall mean the Unit described in **PART-I** of the **SECOND SCHEDULE** hereunder written;
- (xvi) **“Exclusive Balcony/Verandah/Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah and/or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Purchaser.

- (xvii) “**Extras & Deposits**” shall mean the costs and deposits specified in **Clause 1.3.1** herein to be paid by the Purchaser to the Developer in the manner hereinafter provided;
- (xviii) “**Maintenance in-charge**” shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Developer or the Co-owners as the case may be in terms of the clause 8 and its sub-clauses;
- (xix) “**New Building**” shall mean the Basement plus Ground plus 10 upper storey building to be constructed by the Developer at the said Property;
- (xx) “**Parking Spaces**” shall mean the spaces in the Complex expressed or intended by the Vendor to be used for parking of motor cars, two-wheelers etc.,
- (xxi) “**said Property**” shall mean the property described in the **FIRST SCHEDULE** hereunder written;
- (xxii) “**said share in the land**” shall mean the proportionate undivided indivisible share in the land comprised in the said Property;
- (xxiii) “**Units**” shall mean the independent and self-contained flats and other constructed spaces in the New Building at the said Property capable of being exclusively held used or occupied by a person;
- (xxiv) “**Force Majeure**” Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Complex such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Complex resulting in

stoppage or suspension of work or sale of Units in the Complex for a continuous period exceeding 30 (thirty) days.

- (xxv) words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be; Similarly words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Likewise words importing **neuter gender** shall mean and construe **masculine gender** and/or **feminine gender**;
- (xxvi) words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa;

WHEREAS

- A. The State of West Bengal (in short '**the State**') through the Directorate of Fisheries acquired All That the piece and parcel of land containing an area of 2 Bighas 3 Cottahs more or less together with building sheds, boundaries and other structures lying, erected thereon situate lying at and being Municipal Premises No.62, Rose Mary Lane, Police Station- Golabari Post Office _____, Howrah- 710101 (hereinafter referred to as the "**Larger Premises**").
- B. On 24th November, 1965 the State through the Directorate of Fisheries handed over a portion of the larger premises being All That the piece and parcel of land containing an area of 18 Cottahs and 13 Chittacks situate lying at and being Southern portion of Premises No. 62, Rose Mary Lane, Police Station – Golabari, Post Office _____, Howrah – 710101 morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the "**said Property**") unto and in favour of the Central Fisheries Corporation Limited, a Government of India Undertaking having its Registered Office at 14, Watking Lane, Howrah for promotion and marketing of fish in the State of West Bengal.
- C. The State by its two letters dated 17th November, 1973 and 23rd November, 1973 proposed to sell the said Property to the said Central Fisheries Corporation Limited and the said Central Fisheries Corporation Limited agreed to purchase the same and also agreed to pay arrears of the lease rent on account and in respect of the said Property
- D. The State through the Fisheries Department vide his letter bearing No. 478/Fish/15A-14/69 dated 23rd November, 1973 duly confirmed the sanction and grant of permission by the Governor on behalf of the

State for sale of the said Property in favour of the Central Fisheries Corporation Limited.

- E. The said Central Fisheries Corporation Limited made the entire payment of the consideration and the arrear lease rent to the Government of West Bengal.
- F. By an order dated 17th June, 1983 passed by the Hon'ble High Court at Calcutta in C.P. No. 152 of 1983, the said Central Fisheries Corporation Limited was directed to be wound up and accordingly the Official Liquidator as per the order of the Hon'ble Court took possession of the said Property.
- G. The Official Liquidator published notice in daily newspapers inviting offers for sale of the said Property and in pursuance thereof one Kishan Gopal Bagaria submitted his offer for purchase of the said Property. The Hon'ble High Court by an order dated 20th September, 1984 confirmed the sale of the said Property in favour of the said Kishan Gopal Bagaria at and for a consideration of Rs. 24,00,000/- (Rupees Twentyfour Lakh) only to be paid to the Official Liquidator and further directed the State to complete the sale by executing sale deed in favour of Kishan Gopal Bagaria.
- H. By a subsequent order dated 29th October, 1987 the Hon'ble Court gave direction for completion of sale of the said Property in favour of Kishan Gopal Bagaria or his nominee/nominees. The said Kishan Gopal Bagaria paid the entire consideration to the Official Liquidator, High Court at Calcutta and also nominated himself and his two sons Anil Bagaria and Rishi Bagaria as his nominees to complete the purchase of the said Property.
- I. The State through the Directorate of Fisheries challenged the sale of the said Property in favour of the said Kishan Gopal Bagaria and applied for recalling of the judgment and order dated 10th September, 1984. By a judgment and order dated 5th May, 1987 the recalling application of the State of West Bengal was dismissed by the Hon'ble Court and thereafter the State preferred an appeal against the said judgment and order dated 5th May, 1987 being Appeal No. 672 of 1987 which was also dismissed by a judgment and order dated 6th November, 1989 passed by the Division Bench of the Hon'ble High Court at Calcutta.
- J. Sometime in February 2005 the State made another application being C.A. No.91 of 2005 praying for recalling of the judgment and order dated 20th September,1984 and 5th May, 1987 and subsequently the said application was dismissed by the Hon'ble High Court at Calcutta by a judgment and order dated 20th April, 2005. The State of West

Bengal preferred an Appeal being APOT No. 766 of 2005 against the said judgment and order dated 20th April, 2005.

- K. A joint meeting was held on 7th December, 2009 between Fisheries Department, State of West Bengal and the said Kishan Gopal Bagaria. On being called upon by the said Kishan Gopal Bagaria and in compliance with the said order by 3(three) separate letters dated 10th December,2009, 11th December, 2009 and 7th January, 2010, the Government of West Bengal, Fisheries Department agreed to complete the sale by executing conveyance also advised their Advocates to take necessary steps to withdraw the appeal.
- L. By an order dated 26th March, 2010 passed by the Division Bench of the Hon'ble High Court at Calcutta, the said appeal bearing No.APOT No. 766 of 2006 was dismissed as withdrawn.
- M. By Sale Deed dated 30th March, 2010 made between the Governor, State of West Bengal through Fisheries Department, therein referred to as the Vendor of the first part, the Official Liquidator, the Hon'ble High Court at Calcutta therein referred to as a Confirming Party of the second part and the said Kishan Gopal Bagaria, Anil Bagaria and Rishi Bagaria therein referred to as the Purchasers of the third part and registered with the District Sub-Registrar, Howrah in Book I CD Volume No.8 Pages 3044 to 3065 Being No. 3295 for the year 2010, the Governor, State of West Bengal sold, conveyed, transferred, assigned and assured and the Official Liquidator concurred and confirmed unto and upon the said Kishan Gopal Bagaria and others All That the said Property absolutely and forever.
- N. By Sale Deed dated 14th July, 2010 made between the said Kishan Gopal Bagaria and others therein referred to as the Vendor of the one part and the Vendors herein therein referred to as the Purchaser of the other part and registered with District Sub-Registrar, Howrah in Book I CD Volume No.16, Pages 4246 to 4268 Being No. 6958 for the year 2010, the said Kishan Gopal Bagaria for the consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendor herein All That the said Property absolutely and for ever.
- A. The Vendors mutated their name as the owner in respect of the Property in the records of the Howrah Municipal Corporation vide Assessee No.10760.
- B. By a Joint Venture Agreement dated 6th October 2017 made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with Additional Registrar of Assurances-

I, Kolkata in Book I Volume No.1901-2017 Pages 217451 to 217500 Being No.190106539 for the year 2017, the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement. The sale of the Units in the Complex shall be on revenue sharing basis and the Vendors and the Developer will be entitled 30%:70% share respectively out of the total sale proceeds.

- C. The Vendors got the plan for construction of the new building to be constructed at the said Property sanctioned from the Howrah Municipal Corporation vide Building Sanction Plan No. BRC-188/15-16 dated 7th December 2015.
- D. The Howrah Municipal Corporation has granted the commencement certificate to develop the Complex vide approval dated _____ bearing Registration No. _____.
- E. The Developer through the Vendors have obtained the final layout plan, sanctioned plan, specifications and approvals for the Complex. The Developer agrees and undertakes that it shall not make any changes to Building Plan except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Developer has registered the Complex under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- G. The Purchaser having got himself fully satisfied about the title of the Vendors and the Developer to ALL THAT the Flat being Unit No. _____ containing a saleable/carpet area of _____ Square Feet (equivalent to built-up area of _____ Square feet and super built-up area of _____ Square feet more or less) on the _____ floor of the Block-_____ of the Complex at the said Property Together With _____ car parking space on the Ground floor at the place earmarked as No. _____ and the said share in the Land and about the Complex and the Building Plans and also pro-rata share in the Common Areas and Installation in and for the building and the Complex as defined under clause (m) of section 2 of the Act and all right title and interest of the Vendors and the Developer (including those to be and remain excepted reserved unto them or any of them) as also morefully contained hereinafter.

- V. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- W. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Complex;
- X. 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;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors and the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Designated Unit and the Car Parking Space.

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 Vendors and the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Designated Unit as specified in the Second Schedule hereunder written.
- 1.2 The ownership and enjoyment of the Designated Unit and the Appurtenances by the Purchaser shall be subject to payment of the Taxes and Outgoings and observance, fulfilment and performance of the Rules and Regulations as morefully contained in the **FIFTH SCHEDULE** hereunder written.
- 1.3 The Total Consideration for the Designated Unit based on the carpet area is Rs. _____(Rupees _____ only (“The Consideration of Designated Unit”))

Designated Unit No. _____	Rate of Designated Unit per square foot of carpet area : Rs. _____/-
Type ____ BHK	
Floor _____	

Cost of Designated Unit	Rs. _____/-
Cost of exclusive balcony or verandah areas	Rs. _____/-
Cost of exclusive open terrace	Rs. _____/-
Preferential Location Charges	Rs. _____/-
Cost of Car Park –	Rs. _____/-
Consideration for the Designated Unit	Rs. _____/-

1.3.1 The Total Extras and deposits in respect of Designated Unit is Rs. _____/- (Rupees _____) only (“Total Extras and Deposits”).

Extras and Deposits :	
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Designated Unit	Rs. _____/-
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Complex. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association deem fit and proper.	Rs. _____/-
Transformer Charges & Electricity Charges- This amount is payable for the said Designated Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC Ltd. for providing and installing transformer at the said Complex. Provided the Purchaser shall pay the	Rs. _____/-

Deposit to _____ Ltd. directly on account of Individual Electrical Meter.	
Legal and Documentation Charges	Rs. _____/-
Association Formation Charges	Rs. _____/-
Diesel Generator Power Backup-Generator charges for limited back up	Rs. _____/-
Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Designated Unit for twelve months.	Rs. _____/-
Total Extras and Deposits (in Rupees)	Rs. _____/-
PLC & FLC	Rs. _____/-

1.3.2 The Total Taxes (GST) paid in respect of Designated Unit is Rs. _____/- (Rupees _____) only ("Total Tax") however the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Purchaser undertakes and confirms to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Developer.

Explanation:

- i. *The Total Consideration of Designated Unit above includes the booking amount paid by the Purchaser to the Developer towards the [Designated Unit];*
- ii. *The Total Consideration of Designated Unit, Total Tax and the Total Extras & Deposits as mentioned in clause 1.3, 1.3.1 and 1.3.2 includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Complex payable by the Developer, by whatever name called) up to the date of handing over the possession of the Designated Unit/plot to the Purchaser and the complex to the association of Purchasers 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 Purchaser to the Developer 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 complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the said complex by the Authority, as per the Act, the same shall not be charged from the Purchaser;

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Purchaser directly to the concerned Electricity Department

- iii. *The Developer shall periodically intimate in writing to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser 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 consideration of Designated Unit, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.3, 1.3.1 and 1.3.2 includes interalia recovery of price of land, construction of the Designated Unit, if any, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Designated Unit/ Plot] and the Complex.*
- v. **TDS:** *If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Purchaser(s) on the consideration payable to the Developer and the same shall be deposited by the Purchaser to the concerned authority within the time period stipulated under law and the Purchaser(s) shall provide proper evidence thereof to the Developer within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Purchaser(s) to the concerned authority or proper evidence thereof is not provided to the Developer, then the same shall be treated as default on the part of the Purchaser under this agreement and the amount thereof shall be treated as outstanding.*

- vi. **Documentation charges:** *The Purchaser shall bear and pay the legal and documentation charges mentioned in Clause 1.3.1 plus applicable taxes to M/s Sinha & Company, Advocates. Fifty percent of such documentation charges shall be paid by the Purchaser upon the execution of this Agreement, and the balance fifty percent shall be paid at the time of issuance of the Possession Notice*
- 1.4 The Total Consideration of Designated Unit, Total Extras and Deposits and the Total Taxes as mentioned in Clause 1.3, 1.3.1 and 1.3.2 is escalation-free, save and except increases which the 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 which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, 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 complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the said complex by the Authority as per the Act, the same shall not be charged from the Purchaser.
- 1.5 The Purchaser(s) shall make the payment as per the payment plan set out in Sixth Schedule hereunder written.
- 1.8 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans common area and specifications and the nature of fixtures, fittings and amenities described herein at Third Schedule (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the designated unit, plot or building, as the case may be, without the previous written consent of the Purchaser as per the provisions of the Act ;
Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.
- 1.9 The Developer shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate* is granted by the

competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Consideration payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the designated unit, allotted to Purchaser, the Developer may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in the Sixth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.10 In case of any dispute on the measurement of the Carpet Area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.11 Subject to para 9.3 the Developer agrees and acknowledges, the Purchaser shall have the right to the designated unit as mentioned below :
 - i) The Purchaser shall have exclusive ownership of the designated unit ;
 - ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser 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 developer shall hand over the common areas to the association of purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - iii) That the computation of the price of the designated unit includes recovery of price of land, construction of [not only the Designated unit but also] the Common Areas, internal development development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the designated unit, lift, water line and plumbing, finishing with paint, marbles, titles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities

and specifications to be provided within the designated unit and the Complex ;

- iv) The Purchaser has the right to visit the complex site to assess the extent of development of the complex and his designated unit/plot, as the case may be.

1.12 It is made clear by the Developer and the Purchaser agrees that the designated unit along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Complex is an independent, self-contained Complex covering the said property and is not a part of any other complex or zone and shall not form a part of and/or linked/combined with any other complex in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Complex's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Complex.

1.13 The Developer agrees to pay all outgoings before transferring the physical possession of the designated unit to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the complex). If the Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the designated unit to the Purchasers, the Developer 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.

1.14 The Purchaser has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Consideration of the designated unit at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the designated unit as prescribed in the Payment plan [Sixth Schedule] as may be demanded by the Developer within the time and in the manner specified therein;

Provided that if the purchaser 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 Developer abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Developer, 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 **BAJAJ REALCON PRIVATE LIMITED** payable at Kolkata/Howrah.

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

3.1 The 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 the Rules and Regulations made thereunder or any statutory amendments/ modifications(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 Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provide 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 Purchaser 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 Developer accepts no responsibility in regard to matters specified in paragraph 3.1 above. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said designated unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

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

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

5. **TIME IS ESSENCE:**

The Developer shall abide by the time schedule for completing the complex as disclosed at the time of registration of the complex with the Authority and towards handing over the designated unit to the Purchaser and the common areas to the association of purchasers or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE COMPLEX/DESIGNATED UNIT:**

The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the designated unit and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Third Schedule hereunder written which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities, layout plans, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Rules 2007 and as amended from time to time 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 Developer shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE DESIGNATED UNIT:**

7.1 **Schedule for possession of the said designated unit** - The Developer agrees and understands that timely delivery of possession of the designated unit to the purchaser and the common areas to the association of purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the designated unit along with ready and complete common areas with all specifications, amenities and facilities of the complex in place within _____ unless there is delay or failure due

to Force Majeure. If, however, the completion of the Complex is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Designated Unit:

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

- 7.2 Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the designated unit, to the Purchaser in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the purchaser shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate]. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the promotions, formalities, documentation on part of the Developer. The Purchaser, after taking possession, agree (so to pay the maintenance charges as determined by the Developer/association of purchasers, as the case may be, after the issuance of the completion certificate for the complex. The Developer shall hand over the occupancy certificate of the designated unit/plot, as the case may be, to the Purchaser at the time of conveyance of the same.
- 7.3 Failure of Purchaser to take Possession of designated unit** – Upon receiving a written intimation from the Developer as per para 7.2, the Purchaser shall take possession of the designated unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the designated unit to the Purchaser. In case the Purchaser falls to take possession within the time provided in para 7.2, such

Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.

- 7.4 **Possession by the Purchaser** – After obtaining the occupancy certificate and handing over physical possession of the designated unit to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, as per the local law:

Provided that, in the absence of any local law, the Developer shall hand over the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

Provided that where the Purchaser proposes to cancel/withdraw from the complex without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the purchaser shall be returned by the Developer to the Purchaser within 45 days of such cancellation.

- 7.6 **Compensation** – The Developer shall compensate the Purchaser in case of any loss caused to him due to defective title of the said Property, on which the complex 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 Mejeure event, if the Developer fails to complete or is unable to give possession of the designated unit (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 Developer shall be liable, on demand to the Purchasers, in case the Purchaser wishes to withdraw from the Complex without prejudice to any other remedy available, to return the total amount received by him in respect of the designated unit, 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 Purchaser does not intend to withdraw from the Complex, the Developer shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the designated unit which shall be paid by the Developer to the purchaser within forty five days of it becoming due.

8. NOMINATION/TRANSFER BY THE PURCHASER:

- 8.1 The Purchaser may, with the prior consent in writing of the Developer and against payment of a sum of Rs.150/- per Square Foot of the carpet area in respect of the Designated Unit in advance to the Developer, get the name of his nominee substituted in his place and stead in the records of the Developer as the Purchaser of the Designated Unit. Any such nomination or transfer shall be at the sole risk and costs of the Purchaser and shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser or its nominee.
- 8.2 The Purchaser shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges outgoings dues payable by the Purchaser to the Developer in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser from the Developer.

9. REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND THE DEVELOPER:

The Vendors and the Developer hereby represents and warrants to the Purchaser as follows:

- (i) The Vendors have absolute, clear and marketable title with respect to the said property: The Developer has the requisite rights to carry out development upon the said property and absolute, actual, physical and legal possession of the said property;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Complex;

- (iii) There are no encumbrance upon the said property or the Complex ;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said property, Complex or the designated unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Complex, said property and designated unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Complex, said property, Buildings and Designated Unit and common areas ;
- (vi) The Vendors and the Developer have 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 Purchaser created herein, may prejudicially be affected ;
- (vii) The Vendors and the Developer have not entered into any agreement for sale and/or development agreement or any other arrangement with any person or party with respect to the said property including the Complex and the said designated unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Vendors and the Developer confirms that there is no restriction in any manner whatsoever from selling the designated unit to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall hand over lawful, vacant, peaceful, physical possession of the designated unit to the Purchaser and the common areas to the association of Purchaser or the competent authority, as the case may be ;
- (x) The said Property 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 Schedule Property;
- (xi) The 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

of the said complex to the competent Authorities till the completion certificate has been issued and possession of designated unit, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of Purchasers or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property} has been received by or served upon the Developer in respect of the said property and/or the Complex.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:"

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

- i) Developer fails to provide ready to move in possession of the designated unit to the Purchaser within the time period specified in paragraph 8.1 or fails to complete the complex within the stipulated time disclosed at the time of registration of the complex with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the designated unit 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 Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

10.2 In case of Default by Developer under the conditions listed above, Purchaser is entitled to the following :

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

- ii) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the designated unit, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice

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

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

- i) In case the Purchaser fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;
- ii) In case of Default by Purchaser under the condition listed above continues for a period beyond two consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the designated unit in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Developer shall intimate the Purchaser about such termination at least thirty days prior to such termination.

11. **CONVEYANCE OF THE SAID DESIGNATED UNIT:**

The Developer, on receipt of Total Consideration of the Designated Unit, The Total Extras and Deposits and the Total Tax as mentioned in clause 1.3, 1.3.1 and 1.3.2 under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the designated unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the

occupancy certificate and the completion certificate, as the case may be, to the Purchaser:

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate. However, in case the purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Purchaser.

12. MAINTENANCE OF THE BUILDING/DESIGNATED UNIT/COMPLEX:

The Developer shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the complex by the association of Purchasers upon the issuance of the completion certificate of the complex. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned in clause 1.3.1. In case the formation of the Association is delayed due no fault of the Developer; the Developer shall provide and maintain the essential services in the said Complex till the Association is formed and the said Complex is handed over to the Association and the Purchaser/s shall be liable to pay to the Developer or facility management company, the charges for such maintenance as fixed by the Developer at actuals..

13. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services of any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession., it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Developer.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first

notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Designated unit, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained hereinabove in this clause.

14. RIGHT TO ENTER THE DESIGNATED UNIT FOR REPAIRS:

The Developer/maintenance agency/association of purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the designated 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.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the (complex name), shall be ear-marked 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, firefighting pumps and equipment set. And other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE DESIGNATED UNIT:

16.1 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendors and the Developer to the said Property and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Building Plan in respect of the New Buildings and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto.

16.2 The Purchaser shall, after taking possession, be solely responsible to maintain the designated unit 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 [Designated unit or Plot], 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 of the designated unit and keep the designated unit, 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.

- 16.3 The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations and the Vendors' and the Developer's rights shall in no way be affected or prejudiced thereby.
- 16.4 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Complex, buildings therein or Common Areas. The Purchasers 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 Purchaser shall not store any hazardous or combustible goods in the designated unit or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the designated unit.
- 16.5 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Purchaser for any reason whatsoever, then the same shall be treated as a default and the Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Developer shall intimate the Purchaser of the dishonour of the cheque and the Purchaser would

be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Developer of all the amounts including the dishonour charges of Rs._____/ - (Rupees _____) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Purchaser comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Developer has no obligation to return the original dishonoured cheque.

18. RAISING OF FINANCE BY PURCHASER

The Purchaser may obtain finance from any financial institution/bank or any other source but the Purchaser's obligation to purchase the Designated unit pursuant to this Agreement shall not be contingent on the Purchaser's ability or competency to obtain such financing and the Purchaser shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Designated unit.

19. RAISING OF FINANCE BY DEVELOPER

The Purchaser understands and acknowledges that the said Property has been mortgaged by the Developer to _____ for securing the Loan availed by the Developer for the purpose of construction of the Complex on the said Property and the Purchaser takes notice that he/she/they is/are required to obtain a No Objection Certificate from _____ for creation of any encumbrances on the said Property. The Allotees agrees and undertakes that he/she/they shall not create any encumbrances over the said Designated unit till such time an NOC in writing is received from _____.

20. DEEMED POSSESSION

It is understood by the Purchaser that even if the Purchaser fails to take possession of the Designated unit within the date such possession is offered by the Developer, the Purchaser shall be deemed to have taken possession on the 15 days from the date of such notice which date, for all purposes and irrespective of the actual date when the Purchaser takes physical possession of the Designated unit, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date:

- (i) The Designated unit shall be at the sole risk and cost of the Purchaser and the Developer shall have no liability or concern thereof;
- (ii) The Purchaser shall become liable to pay the Maintenance Charges in respect of the Designated unit and the Common Areas on and from the Possession Date;
- (iii) 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 Purchaser proportionate to his interest therein and those relating only to the Designated unit shall be borne solely and conclusively by the Purchaser, with effect from the Possession Date.
- (iv) All other expenses necessary and incidental to the management and maintenance of the Complex.

21. RIGHT OF PURCHASER TO USE COMMON AREAS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES

The Purchaser hereby agrees to acquire the Designated unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Developer (or Association) and performance by the Purchaser of all his obligations in respect of the terms and conditions specified by the Developer or the Association from time to time.

22. ADDITIONS OR REPLACEMENTS

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Designated unit Acquirers in the Complex on pro-rata basis as specified by the Association. The Developer and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Purchaser agrees to abide by the same.

23. MAINTENANCE AND ASSOCIATION

23.1 Maintenance

Upon completion of the Complex the Developer will hand over its management for maintenance to the Association for which the Purchaser may be required to execute an agreement ("Maintenance Agreement") with the Association. The Purchaser will be required to complete the formalities of becoming a member of the Association. The 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 Designated unit or common areas and facilities in the Complex.

In the event the Association has been formed but there is/are Designated units in the Building that are not sold by the Developer, till such time the unsold Designated units are not sold or transferred, all outgoings pertaining to the unsold Designated units shall be payable by the Developer. Further the Purchasers and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Designated units to any of the prospective Purchasers.

For the enjoyment and maintenance of the common areas and facilities of the Complex, the Purchaser shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Developer and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Purchaser fails to pay: (i) the Purchaser shall not be entitled to avail any maintenance services; (ii) interest @ 1.5% per month will become payable by the Purchaser; and (iii) the Developer/Association shall adjust the unpaid amount from the Advance Maintenance Charges. If due to such adjustment the Advance Maintenance Charges falls below the six months average of the Maintenance Charges, then the Purchaser shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

23.2 Interim Maintenance Period:

During the interim maintenance period between obtaining of the completion certificate of such Complex and formation and operationalization of the Association the Developer shall through itself or through a facility management company to run, operate, manage and maintain the Common Areas.

The Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges

and the user charges for the utilities being provided on “pay by use” basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Complex such as fire detection and protection and management of general security control of the Complex.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the Purchasers are bound to follow the same.

After the Common Areas of the Complex are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

24. COVENANTS OF THE PURCHASER

Designated unit use

The Purchaser shall not use the Designated unit or permit the same to be used for purpose other than the purpose mentioned herein or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

Hazardous materials

The Purchaser shall not store in the Designated unit or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

Additions

The Purchaser shall not make any additions or alterations in the Designated unit or Building or cause damage to or nuisance in the Designated unit or Building or in the Complex in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Purchaser, then all necessary permissions from the authorities, if required, will be obtained by the Purchaser directly at his own cost. In

any case the Purchaser shall not be entitled to carry out any structural changes in the Building and Designated unit.

Co-operation

The Purchaser shall at all times co-operate with the other purchasers/occupiers of the Units in the management and maintenance of the Designated unit and the New Buildings and the Complex.

Transfer

The Purchaser shall not transfer or sub lease the rights under this Agreement without prior written permission from the Developer till such time as all payments under this Agreement are cleared. The Developer shall retain the first right of refusal for such transfer of rights. Where the Developer does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Designated unit, the Purchaser shall pay a transfer fee @ 1.5% of the Premium for the Designated unit then prevailing to the Developer. Such transfer however shall be permissible only if the first instalment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Designated unit, the same shall be borne and paid by the Purchaser.

Common Rules

The Purchaser shall abide by and adhere to the Common Rules specified in **Fifth Schedule** herein from time to time.

Common Expenses

The Purchaser pay on due dates the Common Expenses specified in **Fourth Schedule** herein from time to time.

Construction Progress Linked Payment Plan

The Purchasers(s) acknowledges that he/her/it has chosen the "Construction Progress Linked Payment Plan" since it offers several advantages to the Purchasers(s), including that the installment

payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Purchasers. This significantly reduces the risk of the Purchasers as compared to the "Time Linked Payment Plan" option and the Purchasers has entered into this Agreement after taking into account the advantages and risks of the "Construction Progress Linked Payment Plan".

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

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

26. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additional or to put up additional structure(s) anywhere in the Complex 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.

27. DESIGNATED UNIT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Developer has assured the Purchaser that the complex in its entirety is in accordance with the provisions of the Designated unit Ownership Act 1983.

28. BINDING EFFECT:

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser(s) fails to executed and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the

booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

29. 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 designated unit/plot/building, as the case may be.,

30. RIGHT TO AMEND:

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

31. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALOTTEE/ SUBSEQUENT PURCHASERS:

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 designated unit and the complex shall equally be applicable to and enforceable against and by any subsequent Purchasers of the designated unit, in case of a transfer, as the said obligations go along with the designated unit for all intents and purposes.

32. 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Complex, the same shall be the proportion which the carpet area of the

designated unit bears to the total carpet area of all the [Designated unit/Plots] in the Complex.

34. 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.

35. PLACE OF EXECUTION:

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

36. NOTICES:

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

_____ Name of Purchaser

_____ (Purchaser Address)

(Developer Name)
BAJAJ REALCON PRIVATE LIMITED

(Developer Address)
 22 Armenian Street,
 Kolkata – 700007

It shall be the duty of the Purchaser and the Developer 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 Developer or the Purchaser, as the case may be.

37. JOINT PURCHASERS:

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

38. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser in respect of the designated unit, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such designated unit, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

39. 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.

40. 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 or as amended from time to time..

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTY)

ALL THAT the piece and parcel of land containing an area of 18 Cottahs 13 Chittacks be the same little more or less situate lying at and being Municipal Premises No.62 Rose Mary Lane, within Police Station Golabari, Post Office _____ under the local limits of Ward No.13 of the Howrah Municipal Corporation, Howrah-710101.

THE SECOND SCHEDULE ABOVE REFERRED TO:
PART-I

(DESIGNATED UNIT)

the Unit no. [___] having carpet area of [___] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [___] square feet aggregating to a Net area of [___] square feet, type [___], on [___] floor in the Building (“Unit”) along with [___] number of garage/covered car parking space bearing nos. [___] each admeasuring [___] square metre in the [___] ***[Please insert the location of the garage/covered parking]***, (“Garage”) now in course of construction on the said Property **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

PART-II**(The floor plan of the Designated unit)****THE THIRD SCHEDULE ABOVE REFERRED TO:****PART-I****Common Areas & Installations:**

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the New Building.
3. _____ automatic Lifts with all machineries accessories and equipments (including the lift machine room) and lift well.
4. Landscaped Terrace Garden on the Ultimate Roof of the Building.
5. Electrical installations with main switch and meter and space required therefore in the Building
6. Electrical installations and the accessories and wirings in respect of the Building complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).
7. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Residential Buildings.
8. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
9. Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
10. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
11. DG Set, its panels, accessories and wirings and space for installation of the same.
12. Community Hall with provision for AC.
13. Round the Clock CCTV Surveillance

14. Intercom facility for authorized entry control
15. Video door phone
16. Fire fighting safety and equipments
17. Gymnasium or Recreational room
18. Such other areas, installations and/or facilities as the Vendors and the Developer may from time to time specify to form part of the Common Areas and Installations of the New Building

PART-II

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

A. STRUCTURE: The building shall be constructed with Earthquake Resistant RCC frame with smooth finish POP/Wall putty in accordance with the plan and drawing prepared by the Architects and sanctioned by the Howrah Municipal Corporation.

B. FLOORING :

MAIN LOBBY OF NEW BUILDING: Marble/Vitrified Tiles

FLOOR LOBBIES OF NEW BUILDING : Marble/Vitrified Tiles

STAIRCASE : Kota Stone

C. ULTIMATE ROOF OF THE NEW BUILDING:

Water proof.

D. UNIT:

- | | | | |
|----|------------|---|--|
| 1. | Flooring | : | Marble |
| 2. | Walls | : | Putty finish |
| 3. | Bedrooms | : | Marble |
| 4. | Kitchen | : | Ceramic tiles upto 2ft. height above the counter.
Granite top with Stainless steel sink |
| 5. | Bathrooms: | : | Anti- Skid vitrified floor tiles, Ceramic designer tiles upto door height, Premium CP fitting of Jaguar or equivalent, ivory/white quality sanitary ware provision for hot & cold water supply |
| 6. | Doors | : | Main Door (Frame Timber Door) and other door (flush door) |
| 7. | Windows | : | Glazed Aluminium window fully power coated |
| 8. | Electrical | : | Copper concealed wiring |
| 9. | Plumbing | : | Concealed pipes, White colour sanitary wares in toilet. |

PART-III
(Period of construction of Unit)

The Designated Unit described in PART-I of the **SECOND SCHEDULE** hereinabove written shall be constructed and completed within _____.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Building and of the Complex (including lifts, generators, intercom, transformer, water pump with motor, Club, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and of the Complex and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building and of the Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, transformer, water pump with motor, Club related equipments, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION :** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium for insurance of the Building and also otherwise for insuring the Building against earthquake, damages,

fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or Developer and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(RULES AND REGULATIONS)

1. The Purchaser binds himself and covenants:
 - (a) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Vendor to use or permit any other Unit or portion of the Building to be used for non-residential purposes.
 - (b) unless the right of parking is expressly granted and mentioned in the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Property (including at the open spaces at the said Property). No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The Purchaser shall not park any vehicle of any description anywhere within the Complex save only at the place if agreed to be granted to him.
 - (c) Not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car or the Designated Unit independent of the other to any other Co-owner of the Building and none else.
 - (d) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building save at the place as be approved or provided by the Developer and/or the Maintenance In-charge **PROVIDED HOWEVER THAT** nothing

contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit.

- (e) to apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of the Howrah Municipal Corporation within 06 (six) months from the date of possession.
- (f) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the Building passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building.
- (g) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- (h) to keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the New Building and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
- (i) not to commit or permit to be committed any alteration or changes in, or draw from outside the Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Complex.
- (j) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Complex and the Premises and other Common Purposes.
- (k) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Property free

from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Property.

- (l) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Howrah Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, transformer, drainage, sewerage and other installations and amenities at the Complex.
- (m) not to alter the outer elevation of the New Building or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the New Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of _____% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

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

THE SIXTH SCHEDULE ABOVE REFERRED TO :
(PAYMENT PLAN)

The said total consideration of Rs. _____ mentioned in **Clause 1.3**, hereinabove and the aggregate sum of Rs. _____ towards the specified extras and deposits mentioned in **Clause 1.3.1** hereinabove totaling to

Rs._____ shall be paid by the Purchaser to the Developer in installments as follows:

- (i) 20% of the consideration equivalent to Rs._____ as earnest money at or before the execution hereof;
- (ii) 10% of the consideration equivalent to Rs._____ as further earnest money on the completion of piling work of the New Building;
- (iii) 10% of the consideration equivalent to Rs._____ as further earnest money on the construction of foundation of the New Building;
- (iv) 10% of the consideration equivalent to Rs._____ as further earnest money on the second floor roof casting of the New Building;
- (v) 10% of the consideration equivalent to Rs._____ as further earnest money on the fourth floor roof casting of the New Building;
- (vi) 10% of the consideration equivalent to Rs._____ as further earnest money on the sixth floor roof casting of the New Building;
- (vii) 10% of the consideration equivalent to Rs._____ as further earnest money on the eighth floor roof casting of the New Building;
- (viii) 10% of the consideration equivalent to Rs._____ as further earnest money on the tenth floor roof casting of the New Building;
- (ix) 10% of the consideration equivalent to Rs._____ on intimation of possession and also towards the specified extras and deposits mentioned in **Clause 1.3.1** hereinabove written totaling to Rs._____;

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

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

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

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