

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____day of _____ 2018

BETWEEN

AHW STEELS PRIVATE LIMITED(Formerly AHW STEELS LIMITED), a Company incorporated under the Companies Act, 1956, having CIN. U27101WB1941PTC010467, having P.A.N. AACCA5741M and having its registered office at Flat No.6C, “ShyamKunj” at premises No.12C, Lord Sinha Road, Police Station- Shakespeare Sarani, Kolkata – 700 071, represented by its Managing Director Sri Sheo Shankar Bagaria, son of Late SitaramBagaria, having PAN, working for gain at 12C, Lord Sinha Road, Police Station- Shakespeare Sarani, Kolkata – 700 071, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART:**

AND

BAGARIA REALTY L.L.P., a Limited Liability Partnership duly incorporated under the Limited Liability Partnership Act, 2008, having LLPIN No. AAA-3893, having P.A.N. AAKFB9230D and having its registered office at Flat No.6C, “ShyamKunj” at premises No.12C, Lord Sinha Road, Police Station- Shakespeare Sarani, Kolkata – 700 071, represented by its Designated Partner Sri Ashish Bagaria, son of Sheo Shankar Bagaria, having PAN ADHPB5144L, working for gain at 12C, Lord Sinha Road, Police Station- Shakespeare Sarani, Kolkata – 700 071, hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **SECOND PART:**

AND

(1) _____, Aadhaar No. having PAN _____, son of _____, residing at _____, Police Station _____, Post Office _____, Pin Code _____, and
(2) _____, Aadhaar No. having PAN _____, daughter of _____, residing at _____, Police Station _____, Pin Code _____, hereinafter jointly referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART:**

[If the Allottee is a company]

(CIN No. [____]) 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 [____] (PAN [____]), represented by its authorized signatory, (Aadhaar No. [____]) duly authorized vide board resolution dated [____], hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART.**

[OR]

[If the Allottee is a Partnership]

[____], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [____] (PAN [____]), represented by its authorized partner (Aadhaar No. [____]) duly authorized vide hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **THIRD PART.**

[OR]

[If the Allottee is a HUF]

Mr. [____], (Aadhaar No. [____]), son of [____] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [____] (PAN [____]), hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

The Owner, Promoter and Allottee(s) shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

A. DEFINITIONS: – For the purpose of this Agreement for Sale, unless the context otherwise requires-

ACT- means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted.

ADVOCATES – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Promoter inter alia, for preparation of this agreement and Conveyance for transfer of the Apartment.

ARCHITECT – shall mean **Raj Agarwal & Associates**, 8b, Royd Street, Kolkata and/or any such person or persons who may be appointed by the Promoter as the Architect for the said Project and who is registered as an architect under the provisions of the Architects Act, 1972.

ASSOCIATION – shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.

APPLICATION MONEY- shall have the meaning ascribed to it in Clause 1.16.

BUILT UP AREA– shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the apartment and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

BOOKING AMOUNT- shall mean 10% of the Consideration for the Apartment which includes the Application Money;

CARPET AREA : shall according to its context mean the usable floor area of the apartment described in the **Part-I** of the **Second Schedule** hereunder excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment.

CAR PARKING SPACES : shall according to its context mean the open and covered spaces (both Independent and Dependent) at the Ground Level and Basement of any Tower and the Project, earmarked expressed and intended to be reserved for parking of motor cars, and /or two wheelers.

CANCELLATION CHARGES- shall mean collectively (i) the Booking Amount, (ii) all interest liabilities of the Allottee accrued till date of cancellation (iii) the stipulated charges on account of dishonor of Cheque, (iv) brokerage paid to the real estate agent/broker/channel partner and (v) tax and G.S.T. already paid to the authority by the Promoter.

COMMON AREAS- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written, for the common uses and enjoyment of all the Allottees of the Project.

COMMON FACILITIES AND AMENITIES: shall mean and include the facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder, for the common uses and enjoyment of all the Allottees of the Project.

COMMON EXPENSES –shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottees.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and

relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Tower and the Project in common.

EFFECTIVE DATE – shall mean the date of execution of this Agreement when the Agreement comes into force.

PLAN - shall mean the sanctioned plan of Kamarhati Municipality having Building Plan No. **30/16-17** dated **09.12.2016** for construction of residential Project comprising of seven (7) ground plus five (G+5) storied towers/buildings comprising independent flats and/or units and covered and/or open car parking spaces within the Project and the Common Areas and Common Facilities and Amenities thereto upon the said Land or on the part thereof to be known as “**Bagaria Pravesh**” and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto with the approval of the competent authority in accordance of the Act and the Rules.

PROJECT– shall mean the buildings complex to be known as “**BAGARIA PRAVESH**” comprising of seven (7) ground plus five (G+5) storied towers/buildings comprising independent residential apartments and covered and/or open car parking spaces on the said Land (hereinafter referred to as the **said Project**) and the Common Areas, Common Facilities and Amenities to be constructed by the Promoter in terms of the Plan on the said Land or on the part thereof together with all easement rights and appurtenances belonging thereto.

RULES- shall mean the West Bengal Housing Industry Regulation Rules, 2018 and/or any amendment thereto made under the West Bengal Housing Industry Regulation Act, 2017.

REGULATIONS-shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

SAID SHARE – shall mean proportionate undivided indivisible impartible variable share in the land comprised underneath the new Tower in the said land attributable to the said Apartment agreed to be purchased hereunder by the Allottees.

SAID APARTMENT- shall mean **ALL THAT** the **Apartment No.....**containing a carpet area ofsq. ft. (equivalent to a built up area ofsq. ft.) be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of Sq.ft. more or less on the **Floor** of the block/tower no..... (.....) of the Project known as **BAGARIA PRAVESH** presently under construction more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together with the said Share Together With Right to park in a Open/Covered/Independent/Dependent Car parking Space having an area of sq. ft. at the Ground Level/at the Basement more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written and pro rata common areas of _____ sq.ft. of the Project more fully and particularly mentioned and described in the **I** of the **Third Schedule** hereunder written together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **II** of the **Third Schedule** hereunder written to be used in common with the other Allottees.

SAID LAND - shall mean All That the piece and parcel of land containing an area of 5 (Five) Bighas, Cottahs and 14 (Fourteen) square feet together with a passage of 13 (Thirteen) Cottahs be the same a little more or less situate lying at and comprised within Mouza –, J.L. No.1, R.S. No.12, Touzi No.173, comprised in Dag Nos.3315, 3316, 3317, 3318 and 3312/3887 under Khatian No.3495, presently Municipal Premises No.5/1B, M.M. Feeder Road, Municipal Holding No.1206, Ward No.11, within Kamarhati Municipality, P.S. Belegbaria, District – North 24-Parganas,

Kolkata-700 057 more fully and particularly mentioned and described in the **Part-II** of the **First Schedule** hereunder written.

SAID SHARE – shall mean prorata undivided indivisible impartible share in the land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).

SECTION- means a section of the Act.

SPECIFICATION – shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

B. INTERPRETATION:

1.1.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

1.1.2 Words in singular shall include the plural and vice versa.

1.1.3 Reference to a gender includes a reference to all other genders.

1.1.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

1.1.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;

1.1.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and

1.1.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

WHEREAS:

A. By virtue of several Indentures of Conveyance executed and registered morefully and particularly described in the **Part I** of the **First Schedule** hereunder written, the Owner became absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 5 (Five) Bighas, 15 (Fifteen) Cottahs and 14 (Fourteen) square feet together with a passage containing an area of 13 (Thirteen) Cottahs be the same a little more or less situate lying at and comprised within Mouza – Ariadaha – Kamarhati, J.L. No.1, R.S. No.12, Touzi No.173, comprised in Dag Nos.3315, 3316, 3317, 3318 and 3312/3887 under Khatian No.3495, presently Municipal Premises No.5/1B, M.M. Feeder Road, Municipal Holding No.1206, Ward No.11, within Kamarhati Municipality, P.S. Belegaria, District – North 24-Parganas, Kolkata-700 057 more fully and particularly described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the **said Land**) free from all encumbrances, charges, liens, lispdense, acquisitions, requisitions, trusts of whatsoever nature.

B. By a Development Agreement dated the 15th day of April, 2016 made between the Owner herein therein referred to as the Owner of the One Part and the Promoter herein therein referred to as the Developer of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No.1, CD Volume No 1904-2016, Pages 291787 to 291839, Being No. 1904-07704 for the year 2016, the Owner herein at the consideration and on the terms and conditions therein contained, appointed the Promoter herein to develop All That the said Land more fully and particularly described

in the First Schedule there under written by construction and commercial exploitation of constructed space thereat pursuant to the building plan sanctioned by the concerned statutory authority.

C. By and under the terms of the said Development Agreement dated 15th day of April, 2016, the Promoter herein has prepared a plan which has been duly sanctioned by the Kamarhati Municipality having **Building Permit no. 30/16-17** dated **9.12.2016** [herein after referred to as the **said Plan**] for construction of a complex having seven (7) ground plus five (G+5) storied towers/buildings comprising independent residential apartments and covered and/or open car parking spaces on the said Land (hereinafter referred to as the **said Project**). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

D. The Owner and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

E. The Promoter has applied for registration of the Project under the provisions of the Act before the West Bengal Housing Industry Regulatory Authority and obtained **Registration No.....** on

F. The Allottee(s) has/have applied for allotment of an apartment in the Project vide Application No. _____ dated _____ and has been allotted **ALL THAT the Apartment No.....** Containing a carpet area ofsq. ft. (equivalent to a built up area ofsq. ft.) be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of sq.ft. more or less on the **Floor** of the block/tower no..... (.....) of the Project known as **BAGARIA PRAVESH** presently under construction more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together with the proportionate impartible undivided share in the land attributable thereto Together With Right to park in a Open/Covered/Independent/Dependent Car parking Space having an area of sq. ft. at the Ground Level/at the Basement more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written and pro rata common areas of _____ sq.ft. of the Project more fully and particularly mentioned and described in the **I** of the **Third Schedule** hereunder written together with Right to Enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **II** of the **Third Schedule** hereunder written to be used in common with the other Allottees (hereinafter collectively referred to as the “**said Apartment**”).

G. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act.

H. It is hereby agreed that the **Application Form being no.....** shall be deemed to be a part of this Agreement.

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

J. 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.

K. The Allottee(s) has/have been made aware and has unconditionally agreed that the occupants of apartments in other Towers of the said Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the said Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such Common amenities and facilities of the Project which are so intended by the Promoter for use of the occupants of other Towers of the Project.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owner and the Promoter hereby agree to transfer their right title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.

M. It has been agreed by the parties that the Association of all the Allottee(s) of all the towers in the said Project as and when the said Project is completed in its entirety shall own in

common all Common amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

N. The title of the Owner to the said Land has been examined by the Allottee(s) to his/her/their satisfaction and the Allottee(s) agree(s) and covenant(s) not to raise any objection thereto or make any requisition in connection therewith.

O. The Allottee(s) has/have also seen and inspected the Plans for the time being sanctioned by the authorities relating to the said project and has/have fully satisfied himself/herself/themselves about the validity and all other aspects thereof and agree(s) and covenant(s) not to raise any objection with regard thereto.

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 Owners and the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase, the Apartment as specified in recital F herein above.

1.2.1 The Consideration of the Apartment is Rs. _____/- (Rupees _____) only (“Consideration of the Apartment”)

Tower No.	Rate of Apartment per square foot of carpet area
Apartment No.	
Type	
Floor	
Cost of apartment	
Cost of exclusive balcony or verandah areas	
Costs of pro rata share of common areas	
Exclusive Open Terrace (if any)	
Preferential Location Charges (if any)	
Covered/Open/Independent/Dependent Parking –	
Consideration for the Apartment which is inclusive of Booking Amount	

1.2.2 The Allottee(s) shall be liable to pay the GST on the Consideration of Apartment as applicable (“GST on Consideration”).

1.2.3 The Total Extras and deposits in respect of Apartment as mentioned herein below is Rs. _____/- (Rupees _____) only (“Total Extras and Deposits”).

On Extras & Deposits	
Maintenance Charges (An amount equivalent to twenty four (24) months estimated maintenance charges calculated of the total carpe area and the pro rata common areas comprised in the Apartment as security deposit plus GST as applicable. The above mentioned rate are based on current valuation which however may change from time to time after delivery of possession of Apartment)	Rs...../-
Municipal Tax Deposit (An amount equivalent to twelve (12) months estimated charges calculated at the saleable area comprised in the flat plus GST as applicable.)	Rs...../-
Diesel Generator Power Backup – Generator Charges for Limited backup	Rs. _____/-

Club Deposit	Rs. _____/-				
Property Tax Deposit – This amount is payable against proportionate share of Property Tax for the said Apartment for Twelve Months.	Rs. _____/-				
Legal Fees <table border="1" style="width: 100%;"> <tr> <td>2BHK</td> <td>Rs.10,000/-</td> </tr> <tr> <td>3BHK</td> <td>Rs.15,000/-</td> </tr> </table> (In all the cases 50% of the fees, plus GST if applicable, would be paid at the time of execution of this agreement and the balance plus GST if applicable, on the date of deemed possession. For the preparation of nomination agreement a sum of Rs.5000/- and Rs.7500/- only plus GST if applicable, would be payable by the Purchaser(s) in respect of 2BHK and 3BHK apartments respectively. Such nomination legal fees would be applicable and/or payable for all subsequent nominations of this agreement till the conveyance is executed.)	2BHK	Rs.10,000/-	3BHK	Rs.15,000/-	
2BHK	Rs.10,000/-				
3BHK	Rs.15,000/-				
Association Formation Charges					
Individual Electricity Meter Deposit					
Mutation Cost					

Total Extras and Deposits (in Rupees)	Rs. _____/-
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1.2.4 The Allottee(s) shall also be liable to pay the GST as applicable on the Total Extras and Deposits of the Apartment.

1.2.5 The Total Consideration of the said Apartment and Total GST on Consideration as mentioned in Clause 1.2.1 and 1.2.2 hereinabove are hereinafter collectively referred to as the **“said Total Price of the Apartment”**.

1.2.6 The Allottee(s) agree(s) and covenant(s) not to claim any right of possession over in respect of the said Apartment till such time the Allottee(s) has/have paid the entirety of the Total Price of the Apartment, The Total Extras and Deposits, and the applicable taxes thereon as mentioned herein above and all other amounts agreed to be paid and deposited under this Agreement and has/have duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/ or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without with the Promoter shall not be under any obligation to hand over possession of the said Apartment.

Explanation:

- (i) The Total Price of the Apartment above includes the booking money paid by the Allottee(s) to the Promoter towards the said Apartment.
- (ii) The Total Price of the Apartment above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee(s) and the said Project to the association of Allottee(s) after obtaining the Completion Certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee(s).

Provided the Allottee(s) shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, cost of providing electrical wiring, lift, water line and plumbing, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment.

1.3 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee(s) to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter **within _____ (_____) days** of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee(s) under this agreement and the amount thereof shall be treated as outstanding.

- 1.4 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree(s) to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee(s).

If prior to execution of the Deed of Conveyance, the Allottee(s) nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to payment of **administrative charges @ 2% (two per cent)** of the Total Price of the Apartment to the Promoter.

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

- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Fifth Schedule** hereto ("**Payment Plan**").
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the Promoter and that shall be binding upon the Allottee(s). The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.7 Payment of any installment if made in advance shall be adjusted to the next installment as mentioned above. No interest shall be paid by the promoter for such advance payments made by the allottee or by any housing finance.
- 1.8 The Common Amenities and Facilities of the Project shall always be and remain subject to change of location and modification, as may be deemed fit and necessary by the Promoter to accommodate future plans of development of other parts of the Project and the Allottee(s) hereby accept(s) the same and shall not raise any objection, or hindrances thereto and/or shall be deemed to have hereby granted an unconditional approval and consent to such change in all such Common Amenities and Facilities.
- 1.9 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations in accordance with the provisions of the Act due to some practical problems or some minor planning error or requirement of more sanctioned parking or for some other minor practical consideration which does not affect the Apartment and the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee(s), and the Promoter will be allowed to carry out such change and for that the Allottee(s) hereby give(s) his/their consent thereto.
- 1.10 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the Tower is complete and the occupancy certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter

shall refund the excess money paid by the Allottee(s) within forty-five (45) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the apartment, allotted to Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in the **Fifth Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement. In case of any dispute, the carpet area of the Apartment will be physically measured at the presence of the concerned parties and the Architect or representative of the Architect appointed by the Promoter for the Project and accordingly the inside works of the apartment may be altered and/or refurbished at the instruction of the Allottee(s) and such job of measurement and alteration and/or refurbishment of inside works will be carried out at the costs of the Allottee(s).

- 1.11 The rights of the Allottee(s) is limited to ownership of the said Apartment and the Allottee(s) hereby accept(s) the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.12 The Allottee(s) shall only have user rights in the Common Amenities & Facilities as also in common areas of other Towers of the Project to the extent required for beneficial use and enjoyment of the said Apartment, the Allottee(s) hereby accept(s) the same and shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Amenities & Facilities and/or common areas of the other towers of the said Project.
- 1.13 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have right to use the undivided pro rata share in the Common Areas of the said Project transferred to the Association of allottees, subject to its formation and registration, as per applicable laws. Since the share/interest of the Allottee(s) in the Common Areas and Common Amenities & Facilities of the said Project is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Areas, Common Amenities & Facilities of the Project along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Amenities & Facilities to the Association of Allottee(s) after duly obtaining the Completion Certificate from the competent authority for the Project. Further, the right of the Allottee(s) to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, lift, water line and plumbing, finishing with paint the exterior of the towers, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
 - (iv) The Allottee(s) has/have the right to visit the said Project site to assess the extent of development of the said Project and his/her/their Apartment, subject to prior consent of the Project Engineer/Manager and complying with all safety measures while visiting the site.
 - (v) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Towers and common areas including common facilities and amenities.
- 1.14 It is made clear by the Promoter and the Allottee(s) agree(s) that the Apartment along with the open/covered parking space and utility room/servant's quarter, if there be any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Common Amenities & Facilities of the Project shall be available only for use and enjoyment of the Allottees of the said Project.

- 1.15 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its 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 said Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee(s) or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoing 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.
- 1.16 Out of the Booking Amount, the Allottee(s) has/have paid a sum of Rs. _____/- (Rupees _____ only) as application money (“**Application Money**”) at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. On or before the **Effective Date** (the date of execution of this Agreement) the Allottee(s) has/have paid the balance Booking Amount of Rs. _____/- (Rupees _____ only). The Booking Amount forms part of the Total Consideration and the Allottee(s) hereby agree(s) to pay the remaining price of the said Apartment as prescribed in the Payment Plan more fully and particularly described in the **Fifth Schedule** here under written as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee(s) delay(s) in payment towards any amount which is payable, he/sha/they shall be liable to pay interest at the rate of the then prime lending rate of the **State Bank of India SBI PLR) plus two percent (2%)** thereon per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **Fifth Schedule** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **BAGARIA REALTY L.L.P.**, payable at Kolkata. Time shall be the essence of the contract in this regard.

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

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have

any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

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

5. **TIME IS ESSENCE:**

Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case maybe.

If the promoter at any time during the project execution finds itself in a situation which prevents it from completing the project within time and/or extended time in such event the promoter shall have the right to return the money with interest at the prime lending rate of SBI plus two percent p.a.

The allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the Promoter as provided in the Payment Schedule.

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

(i) The Allottee(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the common areas to the Association (subject to its formation and registration) or the competent authority, as the case may be, is the essence of the Agreement. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Apartment on the aforesaid date and the same shall not include the period of extension given by the Authority for registration.

However, if the said apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant(s) not to make or raise any objection to the consequent preponement of his/her/their/ its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas, right to use common areas with all specifications, common amenities and facilities of the Project in place within the possession date **30th Sep, 2022 with a grace period of 6 months** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Owner and the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement (“**Force Majeure**”).

If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount (less any taxes collected from the Allottee) received by the Promoter from the allotment within **45 (forty five) days** from that date. The Promoter shall intimate the Allottee(s) about such termination at least **30 (thirty) days** prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agree(s) that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority and on receipt of the Total Price of the Apartment and the Total Extras and Deposits and other payables shall offer in writing the possession of the Apartment (**Possession Notice**), to the Allottee(s) in terms of this Agreement to be taken within **two (2) months** from the date of issue of occupancy certificate/completion certificate (**Possession Date**).

Provided That, in the absence of local law and subject to the Allottee(s) complying with his/her/their obligations hereunder, the Conveyance Deed in favour of the Allottee(s) shall be carried out by the Promoter **within 3 (three) months** from the date of issue of occupancy certificate/completion certificate subject to the Allottee(s) making payment on account of stamp duty, registration fee etc.

Provided Further That the Promoter shall not be liable to deliver possession of the Apartment to the Allottee(s) nor to execute or cause to be executed Conveyance Deed or other instruments until such time the Allottee(s) make(s) payment of all amounts as mentioned in 1.2.1, 1.2.2, 1.2.3 and 1.2.4 agreed and required to be paid hereunder by the Allottee(s) and the Allottee(s) has/have fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee(s) to be observed and performed until then.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter, not due to any act or omission on the part of the Allottee(s).

The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee(s), as the case may be after the issuance of the Occupancy Certificate/Completion Certificate for the said Project.

The Promoter shall hand over copy of the occupancy certificate/completion certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.

- 7.3 **Failure of Allottee(s) to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall

take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Apartment to the Allottee(s).

In case the Allottee(s) fail(s) to take possession within the time provided in para 7.2 such Allottee(s) shall be deemed to be in such possession and the Allottee(s) shall be liable to pay municipal tax and other outgoings and further **holding charge of Rs.5,000/- per month** or part thereof for the period of delay of taking possession from such date as notified in the Possession Notice. (**Deemed Possession**).

On and from the Possession or Deemed Possession date:

- (i) The Apartment shall be at the sole risk and cost of the Allottee(s) and the Promoter shall have no liability or concern thereof.
- (ii) The Allottee(s) shall become liable to pay the Maintenance Charges in respect of the said Apartment 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 Allottee(s) proportionate to his interest therein and those relating only to the said Apartment shall be borne solely and conclusively by the Allottee(s), with effect from the Possession Date.
- (iv) All other expenses necessary and incidental to the management and maintenance of the said Project.

7.4 **Possession by the Allottee** – After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee(s) or the competent authority, as the case may be, as per the local laws Provided That, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees, subject to its formation and registration or the competent authority, as the case may be, within **30 (thirty) days** or as will be mutually agreed upon, after obtaining the completion certificate.

The Promoter agrees to pay all the outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottees(s) for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity,

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

7.5 **Cancellation by Allottee**— The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that subject to clause 7.5 (i) below, where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Allottee(s) shall serve a '**12 months**' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit **10% of the Total Price of the Apartment** as mentioned in clause 1.2 hereinabove plus applicable taxes. The Promoter shall refund the balance amount by cheque/ demand draft. The Allottee(s) shall be at liberty to claim applicable taxes from the concerned authorities.

The Allottee(s) acknowledge(s) that in the event of Allottee(s) terminating this Agreement for Sale for no default on the part of the Promoter, the Promoter is bound to suffer huge loss in as much as the said Apartment having remained blocked for the Allottee(s) and as such, in the event the Allottee(s) terminating or cancelling this Agreement for Sale, the Allottee(s) waive(s) the right to claim refund of balance amount until such time the Promoter has entered into another agreement with any other person or before the expiry of **45 days** from the date of such termination, whichever event shall happen earlier.

Where the Allottee(s) propose(s) to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee(s) shall be entitled to exercise such right of termination only if on the date when the Allottee(s) so expresse(s) his/her/their intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee(s) under this Agreement, and the Allottee(s) agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee(s).

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 **Compensation —**

The Owner and the Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with applicable interest rate in the manner as provided under applicable laws within **45 (forty-five) days** of it becoming due.

Provided That where the Allottee(s) do/does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) applicable interest rate for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within **45 (forty-five) days** of it becoming due.

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

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

If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes the stage of construction earlier than scheduled in that case, the Allottee forthwith make payment without hesitation. I/We appreciate that time for payment of installments shall always be of essence of the agreement and upon failure of the Allottee to pay the installments on time as per the prescribed payment

schedule, the Promoter will be entitled to terminate the allotment. Conversely if the Promoter does not deliver on time, the Promoter will be liable to be penalised as described above.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter and/or Owner hereby represent/s and warrant/s to the Allottee(s) as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; The Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the Said Land or the Project as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Towers and apartment and the Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Owner/Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Amenities & Facilities of the said Project to the association of Allottees or the competent authority, as the case may be after the completion of the entire project.
- (x) The said land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the Project has been issued and possession of apartment or Tower, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or 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 Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project Land.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, the Allottee(s) is/are entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stop(s) making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest. However, the allottee(s) is/are not entitled to stop the payment on not receiving any satisfactory answer from the promoter against any queries being raised from time to time by the allottee himself/themselves. or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the then prime lending rate of the State Bank of India plus two (2%) percent thereon per annum within 45 (forty-five) days of receiving the termination notice.

Provided That where Allottee(s) do/does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two (2%) percent thereon per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fail(s) to make any of the payments within the due dates as per the Payment Plan scheduled hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two (2%) percent thereon per annum from the date of default till actual payment is made; The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottee in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index.
- (ii) The Allottee(s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the

Building/Project/Promoter or its representatives. In the event the Allottee(s) does or omits to do any act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottee, after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, be returned by the Promoter and Lessees to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However it may be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

- (iii) In case of default by Allottee under the condition listed above continues for a period beyond **1 (one)** month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the allottee shall, be returned by the Promoter to the Allottee(s) within **12 (twelve) months** of such cancellation or on transfer of the said Apartment to any other apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions/

iv) In the event construction of the wing or floor or the Building or the Project in which the apartment is located has been stopped for a period of more than 12 months due to Applicable Law, the Promoter shall have the option to terminate this Agreement. In such an event the Promoter shall be liable to refund, the entire money paid by the Allottee under any head whatsoever towards the Apartment, within 45 (forty-five) days of receiving the termination notice.

10. **CONVEYANCE OF THE SAID APARTMENT:**

The Promoter shall, within **three(3)** months of registration of the Society or Association or Limited Company, as aforesaid cause to be transferred to the Society or Limited Company all the right title and the interest of the Vendor /Lessor/Original Owner/Promoter and/or the Owners in the said structure of the Building or wing in which the said Apartment is situated.

The Promoter, on receipt of Total Price of the Apartment and the Total Extras and Deposits as per para 1.2 under this Agreement from the Allottee(s) shall execute a Deed of Conveyance and convey the title of the Apartment together with the prorata share in the Common Areas of the Project within 3 months from the date of issuance of the occupancy certificate and/or the completion certificate, as the case may be, to the Allottee(s). Provided That, in the absence of local law, the Deed of Conveyance in favour of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate/completion certificate. However, in case the Allottee(s) fail(s) to deposit the stamp duty and/or registration charges and/or other charges and miscellaneous incidental expenses within the period mentioned in the notice, the Allottee(s) authorize(s) the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and/or other charges to the Promoter is made by the Allottee(s). All liabilities owing to such non-registration shall be to the account of the Allottee(s) and the Allottee(s) shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

11. **MAINTENANCE OF THE TOWER/APARTMENT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the association of Allottees upon the

issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment on the basis that the Association shall be formed within a period of 30 days from the date of Completion Certificate. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

In the even the association has been formed but there is/are apartments in the building that are not sold by the promoter, till such time the unsold apartments are not sold or transferred ,all outgoings pertaining to the unsold apartments shall be payable by the promoter. Further the allottees and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold apartments to any of the prospective allottees.

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

The Promoter shall endeavor 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 Project such as fire detection and protection and management of general security control of the Project.

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 Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.

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

The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the “Association”).

The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

The Promoter shall at an appropriate time within a maximum period of 30 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee (as also to all other Allottees of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.

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 apartment acquirers in the project on pro-rata basis as specified by the association. The promoter 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 allottee agrees to abide by the same

12. DEFECT LIABILITY:

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, save those as mentioned in clause 12.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter’s failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive

appropriate compensation in the manner as provided under applicable laws for the time being in force.

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottee of apartments should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20* C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

- 12.2 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee(s) taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee(s), the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - iv) If the Allottee(s) after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
 - v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in Towers and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee(s) or his / her/their agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee(s) and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter of his/her/their/its own volition in an endeavor to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have the right of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of basement and service areas:

The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Tower, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes 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 tower is not in any way damaged or jeopardized.

15.2 The Allottee(s) further undertake(s), assure(s) and guarantee(s) that he/she/they would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Tower or anywhere on the exterior of the Project, Towers therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or

painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the tower. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee(s) shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 Cable/Broadband/Telephone Connection: The Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee(s) (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the tower or any window antenna, excepting that the Allottee(s) shall be entitled to avail the cable connection facilities of the designated one/two service providers to all the Apartments.

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

The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions and other lenders, the Promoter may already have created mortgage and/or charge on the said Land and shall be at liberty to create further mortgages and/or charges in respect of the said Land or any part thereof and the Allottee(s) hereby consent(s) to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee(s), subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Apartment free of all such mortgages and charges created by the Promoter.

19. APARTMENT OWNERSHIP ACT:

(i) The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

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

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

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

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

(viii) Each Block/Tower shall elect a body of 3 members by way of election (hereinafter called 'the Maintenance Body').

(ix) All the members of the different Maintenance Bodies shall elect a President, Secretary and Treasurer (herein called Office Bearers of Maintenance Body) by way of election.

(xi) In all matters of taking decision or of forming and applying and relaxing the Rules and regulations, the decision of the Governing Body of the Association shall be final and binding on the respective Applicants/Allottees and also on the Maintenance Bodies.

(xii) In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.

(xiii) The Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.

(xiv) The Promoter shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Complex after handing over its charge to the Association.

(xv) Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Project or any part or portion thereof and for taking the responsibility of:-

(1.a) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;

(1.b) Rendition of common services;

(c) To receive realize and collect the service charges;

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

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

Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act and as per the said law, Project handover will be done on receiving Completion Certificate of entire Project and not on partial CC of any Block.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the concerned authorities for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice

to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

This Agreement may only be amended by written consent of the parties.

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the carpet area, built up area of the Apartment as certified by Architect or engineer or a competent authority in the said Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

BAGARIA REALTY L.L.P., (Promoter name)
at Flat No.6C, "ShyamKunj" at premises No.12C, Lord Sinha Road, Police Station-
Shakespeare Sarani, Kolkata-700071 (Promoter Address)

....., (Allottees name)
at, Police Station-, Kolkata-
..... (Allottees Address)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

34. OTHER TERMS AND CONDITIONS:

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Owners, Promoter and Allottees to be respectively paid observed and performed, as the case may be.

34.1 If the Allottee(s) prior to execution of the Deed of Conveyance intend to nominate his/her/their provisionally allotted said Apartment unto and in favour of any

other person or persons in his/her/their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to payment of a sum **calculated @ 2% of the Total Consideration of the apartment or the prevalent market valuation whichever is higher, plus applicable taxes** to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

However, the Allottee(s) shall be entitled to transfer or assign the benefits /rights of the Allottee(s) under this Agreement or nominate any person excluding a person who already has purchased an Apartment in the said Project or his/her/their spouse or minor children.

The Allottee(s) admit(s) and accept(s) that after the Lock in period (mentioned herein below) and before the execution and registration of conveyance deed of the said Apartment, the Allottee(s) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) **Allottee to Make Due Payments:**

The Allottee(s) shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee(s) cannot nominate in favour of any third party before the expiry of a period of **18 (eighteen) months** from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee(s) shall obtain prior permission of the Promoter and the Allottee(s) and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee(s).

34.2 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Part II of the Second Schedule** written hereunder and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

34.3 In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the Agreement between the Allottee(s) and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale

and transfer of the said Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee(s) from such bank/ Financial Institution.

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

34.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II** of the **Second Schedule**.

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

34.7 The Possession Date has been accepted by the Allottee(s). However, if the said Apartment is made ready prior to the Completion Date, the Allottee(s) undertakes(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee(s)is/are linked inter alia to the progress of construction and the same is not a time linked plan.

34.8 The right of the Allottee(s) shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee(s) shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoeverover and in respect of any other Apartment or space and/or any other portions of the said Project.

35.9 In the event of cancellation of allotment the balance amount of money paid by the Allottee(s) {other than Taxes paid by the Allottee(s) and/or stamp duty and registration charges incurred by the Allottee(s)} shall be returned by the Promoter to the Allottee(s) without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person.

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

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

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

34.13 The cost of such maintenance will be paid/borne by the Allottee(s) from the date of obtaining Completion Certificate/Occupancy Certificate till handover of maintenance of the said Project to the Association of Allottees and thereafter to the Association of Allottees.

Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned in **Fourth Schedule** hereunder written.

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

34.14 It is clarified that the Defect Liability of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment's (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee(s) ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment/Tower/phase wing and if the annual maintenance contracts are not done/renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) expressly agree(s) that the regular wear and tear of the Apartment/Tower/Phase excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20* C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Apartment/Phase/Tower and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

34.15 That Allottee(s) shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed Towers in the said Project and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the Tower or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

34.16 That on and from the date of possession of the said Apartment, the Allottee(s) shall:

- a. Co-operate in the management and maintenance of the said Project.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottees, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Project'.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottee(s) including the GST.

d. **ALLOTTEE TO PAY MAINTENANCE CHARGE:**

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

The Allottee(s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee(s) shall be liable to pay interest @ 1.5% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association of Allottee(s) as the case may be, shall be entitled to take the following measures and the Allottee(s) hereby consent(s) to the same:

- i) to discontinue the supply of electricity to the "Said Apartment".
 - ii) to disconnect the water supply.
 - iii) not to allow the usage of lifts, either by Allottee(s), his/her/their family members, domestic help and visitors.
 - iv) to discontinue the facility of DG Power back-up
 - v) to discontinue the usage of all common amenities and facilities provided in the said Project to the Allottee(s) and his/her/their family members/guests.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee(s) has/have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association of Allottee(s) to realize the due amount from the Allottee(s).
- f. Use the said Apartment for residential purpose only.
- g. Use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Allottee(s), upon formation, in writing.
- h. Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and/or the adjoining Tower/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4 wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Allottee(s).
- m. Not to make any addition, alteration in the structure of the Tower, internally within the Apartment or externally within the said Project and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the color of the balcony/verandah, which is part of the outside color scheme of the Tower / elevation, duly approved and finalized by the architect of the said Project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottee(s) and/or occupiers of the said Project.
- o. Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.
- p. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association of the Allottee(s) differs from the colour scheme of the Tower or deviation or which in the opinion of the Promoter / Association of Allottee(s) may affect the elevation in respect of the exterior walls of the said Project.
- q. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise

or put any kutchra or pucca construction grilles/wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

r. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns apartment in the Project and the Allottee(s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

t. Not to encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee(s).

u. Use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the flat owners of the said Project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said Project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association of Allottee(s) as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other Allottee(s).

v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association of Allottee(s) from time to time.

w. To ensure that all interior work of furniture, fixtures and refurbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Allottee(s).

x. **No Air Conditioning Without Permission:**

Not to install any window air-conditioning units along with outdoor units, anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.

y. **No Collapsible Gate:**

Not to install any collapsible gate outside the main door / entrance of the said Apartment.

z. **No Grills :**

Not to install any grill on the balcony or verandah.

aa. **No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

ab. **No Change of Name:**

Not to change/alter/modify the name of the Tower from that mentioned in this Agreement.

ac. **No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

ad. **No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

ae. **No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Apartment.

af. **No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

ag. **No Smoking in Public Places:**

Not to smoke in public areas of the Tower (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

ah. **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

ai. **No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Tower/Project.

aj. **No Trespassing:**

Not to trespass or allow trespassers over lawns and green plants within the Common Areas.

ak. **No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Tower.

al. **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

mm. **No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

nn. **Pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

ao. **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

ap. **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

34.17 ELECTRICITY SUPPLY:

In case CESC decides not to provide individual meters to the Towers and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC for such connection. The exact amount payable by the Allottee(s) will be intimated to the Allottee(s) before possession. The amount of security deposit would be subject to revision as may be so decided by CESC from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC, as per the norms of CESC. In such a case the Allottee(s) may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

34.18 Diesel generator power backup:

Provision will be made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project. In addition to that, DG back up facility will also be made available for every apartment. The load may be provided for Rs. _____/- (Rupees _____ only) per KVA plus applicable taxes. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter / the Association, as the case may be.

34.19 ADDITIONAL WORK AND FACILITY: In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Project, the benefit whereof would be for the Allottee(s), or the said Apartment, the Allottee(s) shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the Promoter and the Allottee(s) hereby consent(s) to the same.

34.20 ADDITIONAL TAXES, LEVIES AND OUTGOINGS: If at any time, the Promoter is liable to pay any amount on account of statutory taxes, outgoing and/or impositions including Goods and Service Tax, the Allottee(s) shall be liable and agree(s) to make payment of the amount on account of such statutory taxes and outgoing and to keep the Promoter, harmless and indemnified against all such tax and outgoing and all costs, charges and expenses in respect thereof.

34.21 PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:

The Allottee(s) agree(s) and covenant(s) not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee(s) has/have paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

35. COVENANTS:

35.1 ALLOTTEE'S COVENANTS:

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

35.1.1 ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

35.1.2 ALLOTTEE TO MUTATE AND PAY RATES & TAXES:

The Allottee shall (1) pay all fees and charges and cause mutation at his own costs, expenses and responsibility in the name of the Allottee in the records of Kamarhati Municipality or the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

35.1.3 The Allottee(s) shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Tower or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee(s) of the said Apartment) nor do anything whereby the construction or development of the Tower or the said Project or the sale or transfer of the other Apartment in the said Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee(s), the Promoter is restrained from construction of the Tower and/or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter .

35.1.4 The Allottee(s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee(s) has/have not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his/her/their obligations and covenants herein contained.

35.1.5 DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) 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 Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the

said Demand Draft is not tendered within 30 (thirty) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) come(s) forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonored cheque.

35.1.6 NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE:

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

35.2.1 The Allottee(s) shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

35.3 INDEMNITY:

The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Tower/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

36.1 PROMOTER'S COVENANTS:

The Promoter covenants with the Allottee and admits and accepts that:

36.2 NO CREATION OF ENCUMBRANCE:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

36.3 DOCUMENTATION FOR LOAN:

The Promoter shall provide to the Allottee all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

a.i.1. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee(s) agree(s) to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

38. HOUSE RULES:

38.1 The lobbies, entrances and stairways of the Tower shall not be obstructed or used for any purpose other than ingress to and egress from the Flat in the Project.

38.2 No Allottee(s)/Occupier shall make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall use any loud speaker in the Flat if the same shall disturb or annoy other occupants of the Project.

38.3 Each Allottee(s) shall keep his/her/their Flat in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.

38.4 No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Towers of the said Project. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter /Maintenance in charge.

38.5 No shades awning, window guards, ventilators or air conditioning devices shall be used in or about the Towers of the Project excepting such as shall have been approved by the Promoter /Maintenance in charge.

38.6 No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Project except such, as shall have been approved by the Promoter /Maintenance in charge, nor shall anything be projected out of any window of the Project without similar approval.

38.7 Water closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.

38.8 No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

38.9 No television aerial shall be attached to or hung from the exterior of the Flat.

38.10 Garbage and refuse from the Flat shall be deposited in such place only in the Project and at such time and in such manner as the Maintenance in charge may direct.

38.11 No vehicle belonging to Allottee(s) or to a member of the family or guest, tenant or employee of the Allottee(s) shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project by another vehicle.

38.12 These house rules may be added to, amended or repealed at any time by the Promoter /Maintenance in charge.

39. RAISING OF FINANCE BY ALLOTTEE

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

40 RAISING OF FINANCE BY PROMOTER

The Allottee understands and acknowledges that the said Land has been mortgaged by the Promoter to **LIC Housing Finance Ltd** for securing the Loan availed by the Promoter for the purpose of construction of the Project on the said Land and the Allottees takes notice that he/she/they is/are required to obtain a No Objection Certificate from LIC Housing Finance Ltd for creation of any encumbrances on the said Land. The Allottees agrees and undertakes that he/she/they shall not create any encumbrances over the said Apartment till such time an NOC in writing is received from LIC Housing Finance Ltd.

41. MODEL UNIT

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show / model Unit exhibited at the site only provides a representative idea and the

actual Apartment agreed to be constructed may not include the fittings and fixtures are provided they may vary as to make, color, shape, shade and appearance for the ones provided in the Model Unit and the Allottee shall not be entitled to raise any claim for such variation.

41. MISCELLANEOUS:

41.1 This Agreement is being signed in DUPLICATE and each of them would be treated as the original. The Allottee(s)has/have assumed the obligation to cause this Agreement to be stamped and registered at his/her/its own cost and the Vendor and the Promoter through their respective representatives and/or constituted attorneys will remain present for the purpose of presenting this Agreement for registration in the event of the Allottee(s) requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid borne and discharged by the Allottee(s).

41.2 The Promoter has the right-

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

corridors lying within or passing through the earlier phases including this project/ phase.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(PART I)
(DEVOLUTION OF TITLE)**

A. By a Bengali Kobala dated the 23rd day of February, 1960 made between one Panchu Gopal Ghosh, Khagendranath Ghosh, Satyendranath Ghosh, Sunil Kumar Ghosh, Saroj Kumar Ghosh, Sushil Kumar Ghosh, Sudhir Kumar Ghosh, Sadananda Ghosh and Smt. AnilaBala Ghosh therein jointly referred to as the Owners of the One Part and one R. Tarruck& Co. therein referred to as the Allottee(s) of the Other Part and registered with the Cossipore - Dumdum Sub-Registration Office, in Book No.I, Volume No.32, Pages 30 to 34, Being No.1413 for the year 1960 the Owners therein at and for the consideration there mentioned granted transferred conveyed transferred assigned and assured unto and in favour of the Allottee(s) therein All that the piece and parcel of land containing an aggregated area of 1.52 acres equivalent to 4 Bighas 11 Cottahs 15 Chittacks and 14 Sq.ft. be the same a little more or less comprising,

i) All That the piece and parcel of RayatiMokarariSwattyaBisistha land containing an area of 0.46 satak equivalent to 1 Bigha 7 Cottahs 13 Chittacks and 12 Sq.ft. be the same a little more or less in Zamindar'sKhatian No.697, Ka, Kha and Ga, ProjaKhatian No.820, C.S. Dag No.3318;

ii) All That the piece or parcel of RayatiMokarariSwattyaBisistha land, containing an area of 0.35 sataks equivalent to 1 Bigha 1 Cottah 2 Chittacks and 35 Sq.ft. be the same a little more or less in Zamindar'sKhatian No.697, Ka, Kha and Gar, ProjaKhatian No.820, C.S. Dag No.3317 and

iii) All That the piece and parcel of RayatiMokarariSwattyaBisistha land containing an area of 0.71 sataks equivalent to 2 Bighas 2 Cottahs 15 Chittacks and 12 Sq.ft. be the same a little more or less in Zamindar'sKhatian No.697, Ka, Kha and Ga, ProjaKhatian No.821, Dag No.3317,

situate lying at MouzaAriadaha Kamarhati, Village Ariadaha, ParganaKalikata, J.L. No.1, R.S. No.12, Touzi No.173, P.S. Baranagar, Sub-Registry Cossipore Dumdum, District Registration Office Alipore in the District- the then 24-Parganas within Kamarhati Municipality being portion of Municipal Holding No.1570 together with 16 feet wide common passage leading from Feeder Road more fully and particularly described in the First Schedule there under written (herein after referred to as the **said first plot of land**).

B. By another Bengali Kobala dated the 23rd day of February, 1960 made between one Satyendranath Ghosh, Sunil Kumar Ghosh, Saroj Kumar Ghosh, Sushil Kumar Ghosh, Sudhir Kumar Ghosh, Sadananda Ghosh, Smt. AnilaBala Ghosh and Panchu Gopal Ghosh therein jointly referred to as the Owners of the One Part and the said R. Tarruck& Co. therein referred to as the Allottee(s) of the Other Part and registered with the Cossipore- Dumdum Sub-Registration Office, in Book No.I, Volume No.29, Pages 134 to 138, Being No.1414 for the year 1960 the Owners therein at and for the consideration there mentioned granted transferred conveyed assigned and assured unto and in favour of the Allottee(s) therein All That the piece or parcel of RayatiMokarariSwattyaBisistha land containing an area of 29 dcml. equivalent to 17 Cottahs 15 Chittacks and 32 Sq.ft. be the same a little more or less in Zamindar'sKhatian No.697, Ka, Kha and Ga, ProjaKhatian No.812, C.S. Dag No.3316 lying situate at MouzaAriadaha Kamarhati, Village Ariadaha, R.S. No.12, ParganaKalikata, J.L. No.1, Touzi No.173, District of 24-Parganas within Kamarhati Municipality being portion of Municipal Holding No.1570 more fully and particularly described in the Schedule there under written (herein after referred to as the **said second plot of land**).

C. By another Indenture of Conveyance dated the 25th day of March, 1960 made between one Gobinda Mohan Chatterjee, Murari Mohan Chatterjee, Arun Kumar Chatterjee and Smt. Uma Devi therein jointly referred to as the Owners of the One Part and the said R. Tarruck& Co. therein referred to as the Allottee(s) of the Other Part and registered with the Cossipore- Dumdum Sub-Registration Office, in Book No.I, Volume No.39, Pages 196 to 201, Being No.2479 for the year 1960 the Owners therein at and for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Allottee(s) therein All That the piece or parcel of rent free tenure land containing an area of 28 dcml. equivalent to 16 Cottahs and 15 Chittacks be the same a little more or less lying situate at MouzaAriadaha Kamarhati, Village Ariadaha, R.S. No.12, ParganaKalikata, J.L. No.1, Touzi No.173, comprised in Khatian No.1665/1 and recorded in the present revisional settlement as RayatDakhalkar in Khatian Nos.2827, 2829 and 2831, C.S. Dag No.3312/3887, District of 24-

Parganas more particularly described in the Schedule A there under written (herein after referred to as the **said third plot of land**).

D. Being thus seized and possessed of All the said first, second and third plots of land mentioned herein above which were contiguous to each other (hereinafter collectively referred to as the **said entire land**), the said R. Tarruck & Co. mutated its name in the records of the Kamarhati Municipality and the said entire land has been assessed and numbered as Municipal Premises No.5/1B, M.M. Feeder Road and also Municipal Holding No.F-28, M.M. Feeder Road.

E. The said R. Tarruck & Co. constructed and erected brick-built sheds and/or structures thereon or on part of the said entire land (hereinafter said entire land and structures constructed thereon are collectively referred to as the **said entire property**).

F. The said R. Tarruck & Co. was a partnership firm and i) Shew Prasad Jaiswal (for self and as Karta of a Joint Mitakashara Hindu Family, consisting of himself and his sons Sudesh Jaiswal and Subhas Jaiswal and his wife Sm. Gita Jaiswal being the members and co-parceners of the said Joint Mitakashara Hindu Family), ii) Satyanarayan Prasad, iii) Rameshwar Prasad, and iv) Parmeshwar Prasad, were the partners thereof and they carried on their business in Co-partnership by and in terms of a Deed of Partnership dated the 16th day of December, 1955.

G. By a Deed of Dissolution and Assignment dated the 30th day of January, 1967 made between the said Shew Prasad (for self and as Karta of Joint Mitakashara Hindu family consisting of himself and his sons Sudesh Jaiswal and Subhas Jaiswal and his wife Sm. Gita Jaiswal) therein referred to as the Retiring Partner of the One Part and the said i) Satyanarayan Prasad, ii) Rameshwar Prasad and iii) Parmeshwar Prasad therein jointly referred to as the Continuing Partners of the Other Part and registered with the Registrar of Assurances at Calcutta in Book No.I, Volume No.41, Pages 98 to 105, Being No.448 for the year 1967 the said Partnership firm of M/s. R. Tarruck & Co. was dissolved and the partners of the said firm became entitled to the capital and assets of the said firm of M/s. R. Tarruck & Co. in equal shares and in pursuance thereof, the said Continuing Partners transferred assigned released and confirmed unto the said Retiring partner All Those their respective shares estates rights title interest claims and demands whatsoever of and in All That the piece or parcel of land containing an area of 0.50 acres equivalent to 1 Bigha 10 Cottahs and 2 Chittacks being portion of C.S. Plot No.3317, Khatian Nos.820 and 821 situate at MouzaAriadaha Kamarhati, P.S. Baranagar, Sub-Registration Office Cossipore Dumdum within Kamarhati Municipality in the district of 24-Parganas, J.L. No.1, R.S. No.12, Touzi No.173, being the divided and demarcated part or portion of the said entire property more particularly described in the Schedule there under written together with all rights benefits easements and advantages of and in the 16 feet wide common passage unto and in favour of the said Retiring Partner absolutely and forever.

H. After various constitutions and re-constructions of the said partnership firm of R. Tarruck & Co., one Pankaj Jaiswal and Sm. Sushma Jaiswal became partners thereof.

I. One Mr. Rameshwar Prasad Jaiswal and Sm. Raj Rani Jaiswal instituted a suit being Civil Suit No.150 of 2001 in the High Court at Calcutta against one Kamal Prasad Jaiswal, Sm. Pushpa Jaiswal and Sun Engineering Works Pvt. Ltd. and said Pankaj Jaiswal praying, inter alia, for a perpetual injunction restraining the defendant Nos.1 and 2 and each of them from in any way dealing with and/or disposing of and/or encumbering any of the properties and assets of the defendant No.3 Sun Engineering Works Pvt. Ltd.

J. Subsequently all disputes and differences between the parties to the said Civil Suit No.150 of 2001 were amicably settled and the parties thereto filed a Terms of Settlement in the said Civil Suit and the said Civil Suit No.150 of 2001 was decreed on 5th July, 2001 on the basis of such terms of settlement.

K. Under the said compromise decree passed in the said Civil Suit No.150 of 2001 in terms of the said Terms of Settlement, it was, inter alia, decreed that –

- a) Mr. Arun Chandra Mukherjee, Advocate and Mr. Sailesh Jaiswal be appointed as Joint Special Officers (hereinbefore as well as hereinafter referred to as “the said Joint Special Officers”) over the landed properties in the name of The Sun Engineering Works Pvt. Ltd. and R. Tarruck & Co. situated at Kamarhati as mentioned in the Schedule “A” to the said Terms of Settlement;
- b) The defendant Nos.1, 2 and 3 and the Pro-forma defendant No.4 would hand over all the deeds related to the landed properties to the said Joint Special Officers herein to take appropriate steps to sell and landed properties as mentioned in the Schedule “A” to the said Terms of Settlement.

L. In furtherance to the said compromise decree and by an Indenture of Conveyance dated the 27th day of March, 2008 made between Shew Prasad Jaiswal, Sudesh Jaiswal and Subhas Prasad Jaiswal therein jointly referred to as Owners of the First Part, Smt. Gita Jaiswal therein referred to as First Confirming Party of the Second Part, Star Rolling Mills Private Limited therein referred to as Second Confirming Party of the third Part and the said AHW Steels Limited therein referred to as Allottee(s) of the Fourth Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, C. D. Volume No. 19, Pages from 5913 to 5945, Being No. 06669 for the year 2010, the Owners therein with the consent and concurrence of the Confirming Parties therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Allottee(s) therein All That the piece and parcel of land containing an area of 1 Bigha, 10 Cottahs, 2 Chittacks equivalent to 0.50 acres be the same a little more or less together with structure, sheds, go-down erected thereon lying situate at MouzaAriadaha Kamarhati comprised in C. S. Dag No. 3317 under Khatian Nos. 820 and 821, being part of Municipal Premises No. 5/1B, M. M. Feeder Road and Municipal Holding No. F28, M. M. Feeder Road, within the limits of Kamarhati Municipality, Ward No. 11, Police Station- Belgharia(formerly Baranagar), District North 24-Parganas together with all the rights and benefits of and in the 16 Ft. wide passage, leading from M. M. Feeder Road to the demarcated portion of Municipal Premises No. 5/1B, M. M. Feeder Road and also Municipal Holding No. F-28, M. M. Feeder Road, being part of the said entire property more fully and particularly described in the Schedule there under written (herein after referred to as the **said first plot**).

M. By another Indenture dated the 5th day of March, 2010 made between Arun Chandra Mukherjee and Sailesh Jaiswal being Joint Special Officers appointed by the Hon'ble High Court at Calcutta in G. A. No. 1159 of 2001 arising out of Civil Suit No. 150 of 2001 and R. Tarruck & Co. therein jointly referred to as Owners of the One Part and the said AHW Steels Limited therein referred to as Allottee(s) of the Other Part and registered with the Additional District Sub-Registrar North 24-Parganas in Book No. I, Volume No. 1, Pages 21 to 40, Being No. 2051 for the year 2010, the Owners therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Allottee(s) therein **Firstly**, All That the piece and parcel of land containing an area of 0.29 Acres equivalent to 17 Cottahs, 15 Chittacks and 32 Sq.ft. be the same a little more or less comprised in Dag No. 3316 under KhatianNo. 812, **Secondly**, All That the piece and parcel of land containing an area of 0.52 Acres equivalent to 1 Bigha, 11 Cottahs, 5 Chittacks and 38 Sq.ft. be the same a little more or less comprised in Dag Nos. 3317 under Khatian Nos. 820, 821, **Thirdly**, All That the piece and parcel of land containing an area of 0.44 Acres equivalent to 1 Bigha, 6 Cottahs, 9 Chittacks and 6 Sq.ft. be the same a little more or less comprised in Dag Nos. 3318 under Khatian Nos. 820 and **Fourthly**, All That the piece and parcel of land containing an area of 0.06 Acres equivalent to 3 Cottahs, 13 Chittacks and 28 Sq.ft. be the same a little more or less comprised in Dag Nos. 3312/3887 under Khatian Nos. 2827, 2829 and 2831 having aggregated an area of 1.31 Acres equivalent to 3 Bighas, 19 Cottahs, 12 Chittacks and 14 Sq.ft. together with brick built building, office block, staff quarter, godown etc. situate lying at MouzaAriadaha, Kamarhati, Village- Ariadaha, J. L. No. 1, R. S. No. 12, Touzi No. 173, being portion of Municipal Premises No. 5/1B, M. M. Feeder Road, within the limits of Kamarhati Municipality, Ward No.11, together with undivided one-half (½) share of and in the all the rights and benefits of and in the 16 Ft. wide passage having an area of 0.14 Acres equivalent to 8 Cottahs 7 Chittacks and 39 Sq.ft. out of aggregated area of 0.28 Acres equivalent to 16 Cottahs, 15 Chitacks and 32 Sq.ft. formed out of Dag Nos. 3317, 3318 and 3312/3887, leading from M. M. Feeder Road to the demarcated remaining portion of Municipal Premises No. 5/1B, M. M. Feeder Road and also portion of Municipal Holding No. F-28, M. M. Feeder Road, being portion of the said entire property more fully and particularly described in the Schedule there under written (herein after referred to as the **said second plot**).

N. By another Indenture dated the 5th day of March, 2010 made between Arun Chandra Mukherjee and Sailesh Jaiswal (being Joint Special Officers appointed by the Hon'ble High Court at Calcutta in G. A. No. 1159 of 2001 arising out of Civil Suit No. 150 of 2001), Parmeshwar Prasad Jaiswal, Rameshwar Prasad Jaiswal and Narsingh Prasad Jaiswal therein jointly referred to as Vendors of the First Part, Pankaj Jaiswal therein referred to as Confirming Party of the Second Part and the said AHW Steels Limited therein referred to as Purchaser of the Third Part and registered with the Additional District Sub-Registrar [REDACTED] in Book No. I, Volume No. I, Pages 41 to 52, Being No. [REDACTED] for the year 2010, the Vendors therein with the consent and concurrence of the Confirming Party therein and at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of sali land containing an area of 0.10 Acres equivalent to 5 Cottahs, 2 Chittacks be the same a little more or less in C. S. Dag No. 3315 under Jamindari'sKhatian No. 697, ProjaKhatian No. 794, situate lying at MouzaAriadaha, Kamarhati, J. L. No. 1, R. S. No. 12, Touzi No. 173, being portion of Municipal Holding No. 48, Ramkrishna Pally, Ward No. 11, within the limits of Kamarhati Municipality, Police Station- Belgharia, Kolkata-700 057 being portion of the said entire property more fully and particularly described in the Schedule there under written (herein after referred to as the **said third plot**).

O. Thus the said AHW Steels Limited became seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of land containing an area of 5 (Five) Bighas, 15 (Fifteen) Cottahs and 14 (Fourteen) square feet together with a passage containing an area of 13 (Thirteen) Cottahs be the same a little more or less situate lying at and comprised within Mouza – Ariadaha – Kamarhati, J.L. No.1, R.S. No.12, Touzi No.173, comprised in Dag Nos.3315, 3316, 3317, 3318 and 3312/3887 under Khatian No.3495, presently Municipal Premises No.5/1B, M.M. Feeder Road, Municipal Holding No.1206, Ward No.11, within Kamarhati Municipality, P.S. Belegharia, District – North 24-Parganas, Kolkata-700 057 more fully and particularly described in the **Part-II** of the **First Schedule** hereunder written (hereinafter referred to as the **said Land**).

P. The said AHW Steels Limited has been changed to AHW Steels Private Limited with effect from 15th February, 2016.

**PART II
(SAID LAND)**

ALL THAT the piece or parcel of land containing an area of 5 (Five) Bighas, 15 (Fifteen) Cottahs and 14 (Fourteen) square feet together with a passage containing an area of 13 (Thirteen) Cottahs be the same a little more or less situate lying at and comprised within Mouza – Ariadaha – Kamarhati, J.L. No.1, R.S. No.12, Touzi No.173, comprised in Dag Nos.3315, 3316, 3317, 3318 and 3312/3887 under Khatian No.3495, presently Municipal Premises No.5/1B, M.M. Feeder Road, Municipal Holding No.1206, Ward No.11, within Kamarhati Municipality, P.S. Belegharia, District – North 24-Parganas, Kolkata-700 057.

The entire land is butted and bounded as follows :-

On the North by :
On the South by :
On the East by :
On the West by :

**(THE SECOND SCHEDULE ABOVE REFERRED TO :
PART-I**

(SAID APARTMENT)

ALL THAT the BHK **Apartment No.....** containing a carpet area ofsq. ft. (equivalent to a built up area ofsq. ft.) be the same a little more or less, exclusive balcony area of ... sq.ft., exclusive terrace area of Sq.ft. more or less on the **Floor** of the block/tower no..... (.....) of the Project known as **BAGARIA PRAVESH** presently under construction and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour.....thereon to be constructed in accordance to the Specifications as mentioned in the Part-II of the Second Schedule hereto Together with the the undivided proportionate impartible share in the land beneath the said Tower of the Project known as **BAGARIA PRAVESH** attributable thereto presently in course of construction Together With Right to park in a Open/Covered/Independent/Dependent Car parking Space having an area of sq. ft. at the Ground Level/at the Basement and delineated on the Floor Plan being **Annexure B** hereto and bordered in colour.....thereon to and pro rata common areas of ____ sq.ft. of the Project more fully and particularly mentioned and described in the **I** of the **Third Schedule** hereunder written together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **II** of the **Third Schedule** hereunder written to be used in common with the other Allottees of the said Tower and the said Project..

**PART-II
(SPECIFICATIONS)**

The Tentative specification of the Residential Segment is as given below. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the

quality of construction, the promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out:

FOUNDATION: RCC Pile foundation;

SUPERSTRUCTURE: Earthquake resistant reinforced concrete cement structure;

WALLS: Conventional/Fly ash bricks;

WALL FINISHING: Exterior: Weather proof, non-fading exterior paint finish/textured paint;

Internal apartment: POP/Putty over plaster;

Internal common areas: OBD/plastic emulsion paint with putty;

FLOORING: Master bedroom vitrified tiles/other bedroom vitrified tiles/Living/dining vitrified tiles;

BALCONY RAILINGS: MS Grille railing/Balcony-Vitrified Antiskid tiles;

TOILETS: Sanitary ware of Reputed Brand/CP fittings of Reputed Brand /Electrical points for hairdryer, geyser and exhaust fan/Antiskid tiles flooring/wall tiles up to door height/Service toilets-Antiskid tiles flooring/Plumbing provision for hot/cold concealed water line;

KITCHEN: Flooring-Anti-Skid Vitrified tiles/Electrical points for Refrigerator, water filter, microwave, chimney and exhaust fan/Granite counter platform/Stainless steel sink/Dado of ceramic tiles up to 2 ft. above the granite counter platform/Provision for exhaust fan;

WINDOWS: Fully glazed Aluminium anodized/powder coated windows/Balcony, Aluminium sliding door;

DOORS: Door Frame: Made of seasoned and treated wood;
Main Door: Solid core flush door with SS round lock;
Fire Door: As per fire specification;

LIFTS, STAIRCASE AND LOBBIES: Indoor Common areas flooring: Vitrified tiles;

Lifts: Reputed Brand;

Staircase/Service area: Kota Stone/tiles;

Entrance ground floor lobby: Granite /Vitrified tiles;

Other floor lobbies: vitrified tiles/Kota stone;

ELECTRICITY: Split AC points in living, dining and all the bedrooms, central MCB of reputed brands/Entrance doorbell point/Adequate 16 & 5 amp points in living, dining, toilet, kitchen and all bedrooms/Electrical points for TV, computer, DTH Cable, TV, Telephone and broad brand points in living and dining room/Washing machine provision is given at balcony with 15 amps electrical point/Modular switches of reputed brands;

COMMON LIGHTING: Overhead illumination for compound and street lighting/Ample illumination in all lobbies, staircases and common areas;

OTHERS: Adequate capacity standby generator for common areas and services/Adequate Generator power load for all apartments/Car Parking-IPS Flooring/Road interlocking Pavers/Walkway Paver Tiles;

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART I

(COMMON AREAS)

Lobbies , paths, passages, drive ways, staircases, staircase landings, landings, corridors, entrance and exits of the building, beams, foundations, supports, columns, main walls, and boundary walls of the said project.

- (a) AC Community hall
- (b) AC Gymnasium;
- (c) AC Indoor games room
- (d) Yoga and meditation zone;
- (e) Swimming pool with toddler's pool;
- (f) Outdoor multi sports court;
- (g) Outdoor Kids Play area;
- (h) Senior citizen zone;
- (i) Jogging and walking track;
- (j) Landscaped gardens
- (k) Rooftop terrace.

PART II

(COMMON AMENITIES AND FACILITIES)

Sailent Features:

- (a) WIFI Enabled in gym and indoor games room;
- (b) 24 X 7 Security;

- (c) Facility Management Office;
- (d) Fire fighting system;
- (e) 24 X 7 Generator backup;
- (f) Installation of common services, such as water, sewerage pipes, pumps, ducts etc
- (g) Intercom;
- (h) 24 X 7 water supply from captive and deep tube well;
- (i) Filtered Water;
- (j) Closed circuit TV at the ground floor level with central security surveillance;
- (k) Lifts;
- (l) Entrance lobby;
- (m) Servants/drivers toilets in each blocks;
- (n) Private terrace garden with selective units;
- (o) Main gate entrance with security room
- (p) Electrical installations including wiring and accessories for receiving electricity from CESC and or generator and or stand by power source and electric wiring and accessories for lighting common areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(COMMON EXPENSES)

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Complex and enjoyed or used by the Purchaser(s) in common with other occupiers or serving more than one Flat/Flat and main entrance and exit gates, landings and staircases of the Complex and enjoyed by the Purchaser(s) or used by him/her/it in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator 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 (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Promoter or any agency 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, if any, in respect of the premises (save those assessed separately in respect of any Flat).
6. **INSURANCE** : Insurance premium for insurance of the Complex and also otherwise for insuring the same 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 of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNER: Please affix photograph and sign across the photograph

(1) Signature _____
 Name _____
 Address _____

(2) Signature _____ Please affix photograph and sign across the photograph
 Name _____
 Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER: Please affix photograph and sign across the photograph

(1) Signature _____

Name _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature

Name _____

Address _____

2. Signature

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S): Please affix
photograph and
sign across the
photograph

(1) Signature _____

Name _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature

Name _____

Address _____

2. Signature

Name _____

Address _____

This agreement is subject to further insertion of additional term & conditions as agreed.