

Ref:

Date:

To

Allotment Letter

Re: Allotment of the apartment no. _____ measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Unit No. _____ on _____ floor in the building in the project Unimark Sikha-Tuku, lying and situate at the Municipal Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata – 700 040.

Ref: Customer Code _____ (to be quoted for all your future correspondence)

This is response to your application dated _____.

We are pleased to allot to you the apartment no. _____ measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Unit No. _____ on _____ floor in the building in the project Unimark Sikha-Tuku, lying and situate at the Municipal Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata – 700 040 with right to use Open / Covered parking space, for the consideration of the amounts as per attached sheet and payable as per the attached payment plan, and on the terms and conditions of sale contained in our standard Agreement for Sale.

On your signing the standard Agreement for sale, this Allotment Letter will automatically be replaced and/or superseded by the standard Agreement for Sale.

Thanking you,
Yours faithfully,

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ day of Two Thousand and _____

By and Between

UNIMARK REALTY PRIVATE LIMITED (CIN _____), a company incorporated under the provisions of the Companies Act.,1956, having its registered office at 204 Acharya Jagdish Chandra Bose Road, Kolkata – 700017, represented by its director/authorized signatory - _____ (Aadhaar No. _____ and having Income Tax PAN _____), son of _____, residing at _____, authorized vide Board resolution dated _____, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

AND

(1) **RANA DAS** (Aadhaar No. _____ and having Income Tax PAN AAIPD 1813A), son of Late Bhabatosh Das, by faith - Hindu, by occupation – Management Consultant, at present residing at Premises No.174/8, Netaji Subhas Chandra Bose Road, Kolkata - 700040, Police Station – Netaji Nagar, hereinafter referred to as “**OWNER NO. 1**” and (2) **LACHMI DEY** (Aadhaar No. _____ and having Income Tax PAN ADSPD8415F), wife of Mr. Trideep Dey and married daughter of Late Bhabatosh Das, by faith-Hindu, by occupation – housewife, at present residing at 90/2/3 M. B. Sarani, Kolkata – 700040, hereinafter referred to as “**OWNER NO. 2**”, both represented by their constituted attorney _____ (Aadhaar No. _____ and having Income Tax PAN _____), son of _____, residing at _____, authorized vide Power of Attorney dated _____,

The Owner No. 1 and the Owner No. 2 are hereinafter collectively referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns)

AND

[If the Allottee is a company]

M/s (CIN ____), a company incorporated under the provisions of the Companies Act.,[1956 or 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).

[OR]

[If the Allottee is a partnership]

M/s , 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).

[OR]

[If the Allottee is an individual]

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

[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).

The Developers and the Owners shall hereinafter collectively be referred to as the “Vendors” and
the Vendors and Allottee shall hereinafter collectively be referred to as the “Parties” and
individually as a “Party”

DEFINITIONS:

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

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

And the definitions as contained in the **SCHEDULE J** hereunder written.

WHEREAS:

- A. By an Indenture of Conveyance dated the 15th day of September, 1939 made between Dwarkanath Chakraborty, therein referred to as the Vendor of one Part and Calcutta Properties Limited, therein referred to as the Purchaser of other Part, and registered with the Sub-Registrar, Alipore in Book No. I, Volume No. 93, Pages 77 to 111, Being No.3323 for the year 1939, the said Dwarkanath Chakraborty granted, transferred, conveyed, assigned and assured unto and in favour of the said Calcutta Properties Limited **ALL THAT** the piece and parcel of land containing an area of 175 Bighas, 8 Cottahs, 6 Chittacks be the same a little more or less situate lying at Mouja- Khanpur, J.L. No.46,

Touji Nos. 151, 152 and 56, Police Station the then Tollygunge, now Jadavpur, District the then 24 Parganas (hereinafter referred to as the said "mother plot of land") absolutely and forever at and for the consideration therein mentioned.

- B. The said Calcutta Properties Limited thereafter prepared a scheme for development of the said mother plot of land by dividing the same into several small plots and constructing roads, drains and other necessary attachments and appurtenances for habitation improvements, which area was later on came to be known as Charu Park in Regent Park Area.
- C. By an Indenture of Conveyance dated the 15th day of August, 1942 made between the said Calcutta Properties Limited, therein referred to as the Vendor of one Part and Malina Bose, therein referred to as the Purchaser of other part and registered with the Sub-Registrar, Alipore in Book No. I, Volume No. 64 Pages 259 to 273, being No. 2435 the year 1942 the said Calcutta Properties Limited granted transferred conveyed assigned and assured unto and in favour of the said Malina Bose **ALL THAT** the piece and parcel of land containing an area of 18 Cottahs be the same a little more or less out of the said mother plot of land absolutely and forever at and for the consideration therein mentioned.
- D. The said piece and parcel of land was thereafter assessed by the then Corporation of Calcutta and numbered as Premises No. 174/8 Netaji Subhas Chandra Bose Road, Calcutta-700040.
- E. By an Indenture of Conveyance dated the 21st day of February, 1966 made between the said Malina Bose, therein referred to as the Vendor of one Part and Sikha Das, therein referred to as the Purchaser of other Part and registered with the Sub- Registrar, Alipore in Book No. I, Volume No.6, Pages 297 to 302, Being No. 1449 for the year 1966, the said Malina Bose granted, transferred, conveyed, assigned and assured the said Land unto and in favour of the said Sikha Das absolutely and forever at and for the consideration therein mentioned.
- F. The said Sikha Das, being governed by the Dayabhaga School of Hindu Law, died on 13th day of April, 2003, after making and publishing her last Will & Testament dated 13th day of August, 1999, whereby and whereunder she appointed the Owner No.1 and the Owner No.2 herein as the executor and executrix to the said Will and gave devised and bequeathed the said Land to the Owner No.1 and Owner No.2 herein absolutely and forever in equal shares.
- G. The Probate in respect of the said last Will and Testament of Late Sikha Das was obtained by the Owners No.1 and No.2 as executor and executrix from the Court of the Learned District Delegate at Alipore in Act. XXXIX Case No. 247 of 2003 on 31st day of March, 2004 and administration of the estate of Late Sikha Das was duly completed and the Owner No.1 and Owner No.2 herein became the absolute joint owners of the said property having equal shares therein.
- H. The Owners are the absolute and lawful owners of entirety of **ALL THAT** the Municipal Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata - 700040 (hereinafter referred to as the said **LAND** and morefully mentioned in the **SCHEDULE A** hereunder written) free from all encumbrances.
- I. By and under Development Agreement dated 8th February 2013 registered in the office of A.D.S.R. Alipore South 24-Parganas and recorded in Book No. 1, CD. Volume No. 5, Pages 4142 – 4178, Being No. 01225 for the year 2013 (hereinafter referred to as the said

DEVELOPMENT AGREEMENT), the Owners herein engaged and entrusted the Developer for the purpose of development of the said Land by erection, construction and completion of new building(s) upon the land at the said Land and commercial exploitation thereof under the terms contained and recorded in the said Development Agreement.

- J. In terms of the said Development Agreement the Developer and the Owners were allotted their respective allocations in the said Project and accordingly the Developer and the Owners have earmarked and demarcated their respective allocations and have recorded the same in the Allocation Agreement entered into between the Owners and Developer.
- K. The said Land is earmarked for the purpose of building a primarily residential multi-storied project, comprising various units/apartments/commercial/retail spaces and the said project shall be known as **UNIMARK SIKHA-TUKU**.
- L. The Vendors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the said Land on which Project is to be constructed have been completed.
- M. The Kolkata Municipal Corporation (KMC) has granted the commencement certificate to develop the Project *vide* approval being Building Permit No. 2015100072 dated 18th August 2015 and the Developer has issued a notice for commencement of construction dated 03/12/2015 to the KMC to commence construction on and from 12/12/2015.
- N. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the Kolkata Municipal Corporation. The Developer 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.
- O. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- P. The Allottee has been allotted apartment no. _____ measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Apartment / Unit No. ____ on ____ floor in the Building together with the right to use ____ nos. Open/Covered Car Parking Space No. ____ on the ground floor of the Building together with rights to use the common areas in common with other Allottee(s) in Project (“**Common Areas**”) as mentioned in the **SECHEDULE F** hereunder written (hereinafter referred to as the “**Apartment**” more particularly described in **SCHEDULE B** hereunder written and the floor plan or the apartment is annexed hereto and marked as **Annexure A**).
- Q. The Allottee has represented and assured the Developer that the Allottee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to purchase and acquire the Apartment(s) and has adequate competence to fulfill his/ her/ its/ their obligations under these presents and the Allottee shall furnish copies of requisite documents, information and details relating to its identity including PAN card as required by the Developer and/or the Owners from time to time.
- R. The Allottee shall abide by and comply with all applicable rules, regulations and statutes as laid down and notified by the appropriate governments or its departments from time to time relating to purchase of the said Apartment(s) and remittance of funds.

- S. The Allottee hereby undertakes to comply with and carry out from time to time, after the Allottee has taken over the possession of the said Apartment, all the requirements, requisitions, demands and repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her/its/their own costs and shall keep the Developer and the said Project indemnified, secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.
- T. The Allottee further acknowledges that until formation of the Association, the Developer shall cause to maintain the Project and the Common Areas and Amenities thereof by appointment of Facility Manager or otherwise.
- U. The Allottee shall abide by the covenants and obligations mentioned in the **SCHEDULE H** hereunder written which shall be construed as the covenants running with the title of the Apartment.
- V. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- W. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the Apartment and the parking space(s) as specified in the Schedule B hereunder written.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment/ as specified in the Schedule B hereunder written.
- 1.2 The Total Price for the Apartment and appurtenances based on the carpet area is Rs. _____ (Rupees _____ only) ("**Total Price**"):

Apartment and appurtenances details	Amount
Apartment No. _____ Floor _____	
Open Parking Space	
Covered Parking Space	
Charges for Infrastructure & Amenities	
Consolidated Price without GST in Rupees	
GST as per prevailing rates	
Total Price in Rupees	

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increase in the rates of GST and/or levy of new taxes and/ or any up-gradation of the specifications at the request of the Allottee. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the **SCHEDULE C** hereunder written (“**Payment Plan**”).
- 1.5 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.
- 1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **SCHEDULE D** and **SCHEDULE E** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected)

in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, for the additional carpet area which is not more than three percent of the carpet area of the apartment allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as may be calculated as per para 1.2 hereinabove.
- 1.8 Subject to para 9.3, the Vendors agree and acknowledge, the Allottee shall have the right to the Apartment/Unit as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment/Unit;
 - (ii) The Allottee shall also have right to use undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment/Unit includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes and the specifications mentioned in the schedules hereunder written;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment during the working hours on the working days upon prior appointment with the Developer and subject to adherence of necessary safety measures.
- 1.9 It is made clear by the Vendors and the Allottee agrees that the Apartment along with the right to use ____ open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- 1.10 The Vendors agree to pay all outgoing or obtain NOC before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if availed by the Developer) and interest on mortgages or other encumbrances to the extent of the Apartment and such other liabilities payable to competent authorities, banks and financial institutions, which are pertaining to the Apartment. If the Vendors fail to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon pertaining to the Apartment before transferring the Apartment to the Allottee, the Vendors agree 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.
- 1.11 The Allottee has paid a sum of 10% of the Total Price as booking amount receipt of which the Developer doth hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
- 1.12 In addition to the said Total Price, the Allottee shall be liable to bear and pay to the Developer certain interest free deposits in various accounts (hereinafter referred to as the **DEPOSITS** the details whereof shall appear from **PART – I** of the **SCHEDULE I** appearing hereinafter written) which together with all applicable taxes, duties etc. must be paid by the Allottee to the Developer in the manner mentioned in the **PART-II** of the **SCHEDULE I** appearing hereinafter.
- 1.13 The surplus/deficit of the said Deposits shall be transferred by the Developer to the Association upon its formation after deduction of all expenses and adjustment of outstandings from various transferees/allottees.
- 1.14 It is agreed and recorded and further covenanted that the Allottee shall be liable to pay to the Association towards sinking fund to meet any contingency and for any capital expenditure required to be done in future as determined by the Association.
- 1.15 The Allottee shall be liable to pay all the municipal rates, taxes and outgoing in respect of the Apartment leviable for the period from the date of possession (actual or deemed whichever in earlier) or from the date of execution of the proposed deed of conveyance of the Apartment in favour of the Allottee whichever is earlier. Until separate assessment/apportionment and/or mutation of the Apartment, the Allottee shall periodically pay and/or reimburse to the Developer the proportionate amount of municipal rates, taxes, outgoing and impositions as may be found payable on account and in respect of the Apartment from the date of possession or from the date of execution of the proposed deed of conveyance whichever is earlier. Upon the separate assessment/ apportionment and/or mutation of the Apartment, the Allottee shall solely be responsible to pay such entire rates, taxes, outgoing and impositions as may be assessed on account and in respect of the Apartment.
- 1.16 Besides the amount of such municipal rates, taxes, outgoing and impositions, the Allottee shall also proportionately bear and pay all other applicable rates and impositions wholly for the Apartment and proportionately for the Project from the date of possession or from the date of execution of the proposed deed of conveyance for transfer of the Apartment in favor of the Allottee, whichever is earlier.

- 1.17 It is declared and confirmed that the Allottee shall not be entitled to transfer/assign the benefits of this agreement in favor of any third person(s) without obtaining the prior written approval of the Developer, subject to (i) the payment of a sum equivalent to 2% of the consolidated amount of price of the Apartment and Parking spaces (without GST) plus applicable taxes to be paid by the Allottee to the Developer as the charges for such transfer/assignment/nomination, (ii) consent from the Bank/Financial Institution from which the Allottee has obtained home loan finance and/or financial assistance (if applicable) and (iii) expiry of 18 months (lock-in period) from the date of this Agreement during which it is agreed that the Allottee shall not be entitled to transfer/assign/nominate this Agreement/Apartment. In the event of transfer/ assignment/ nomination, the assignee/nominee shall be obliged to fulfill and observe all the covenants and obligations of the Allottee under this Agreement, including those that remain unfulfilled by the Allottee even retrospectively at the time of such assignment/nomination.

2. MODE OF PAYMENT:

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

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 Vendors with such permission, approvals which would enable the Vendors to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Vendors accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Vendors 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendors 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 Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas, Amenities and Installations to the Association.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the title documents, development agreement, sanctioned plan, proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed/appended along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer 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 Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Act 1980 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment** - The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association, is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and other circumstances beyond the control of the Vendors affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

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

- 7.2 Procedure for taking possession:** The Developer, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the

Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate. The conveyance deed in favour of the Allottee shall be carried out by the Vendors within three months from the date of issue of completion certificate provided the Allottee accepts such possession and pays the Total Price, stamp duty, registration charges, incidental expenses and other applicable amounts and executes as well as admits execution of such conveyance deed before the concerned registering authority. The Vendors shall complete the transfer of the Common Areas, Amenities and Installations as per the provisions of the Act. The Allottee shall bear and pay a sum equivalent to 0.50% (zero point five per cent) of the consolidated price without GST plus applicable taxes to the person nominated by the Developer towards the documentation charges for the preparation of this agreement, the proposed deed of conveyance and other necessary documents for transfer of the said Apartment (if any). It is agreed that such documentation charges shall be paid by the Allottee in the manner mentioned in **PART - III** of the **SCHEDULE – I** hereunder written. The Vendors agree and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors. The Allottee, after taking possession (actual or deemed as the case may be), agree(s) to pay the maintenance charges as determined by the Developer/ Association, as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over the copy of the completion certificate to the Allottee at the time of conveyance of the same.

- 7.3 **Failure of Allottee to take possession of the Apartment:** Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as may be necessary or as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee:** After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the Association;
- 7.5 **Cancellation by Allottee:** The Allottee shall have the right to cancel/with draw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the project without any default of the Vendors as specified in clause 9 hereinbelow, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee (excluding GST, stamp duty or other applicable taxes) shall be returned by the Developer to the Allottee within 45 days of such cancellation .

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration

under the Act; or for any other reason; the Developer 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 (excluding GST, stamp duty or other applicable taxes) in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:

The Vendors hereby represent and warrant to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Apartment and the undivided proportionate share of land attributable thereto;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment to the knowledge of the Vendors;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Vendors have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendors confirm that the Vendors are 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 Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee. The common areas shall be handed over to the Association;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Vendors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment (actual or deemed 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 property) has been received by or served upon the Vendors in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee (excluding GST, stamp duty or other applicable taxes) under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to execution of necessary cancellation related documents by the Allottee ;

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

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

- (i) In case the Allottee fails to make payments for the demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that

regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest, taxes, liabilities, GST and this Agreement shall thereupon stand terminated;

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment within three months from the date of issuance of the completion certificate to the Allottee:

However, in case the Allottee fails to deposit the stamp duty, registration charges, incidental expenses and other applicable amounts within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee.

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

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project.

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of issuance of the completion certificate, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of failure of the Developer to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Developer shall not be liable for the damage/ decay caused by natural wear and tear or by any act and/or neglect of the allottees.

- 12.2 It is clarified that the above responsibility of the Developer shall not cover defects, damages or malfunction due to (i) misuse, (ii) unauthorized modifications or repairs done by the allottees or the Association, (iii) cases of force majeure, (iv) failure to maintain the amenities and installations, (v) accident and (vi) negligent use.

Provided that where the manufacturer warranty as shown by the Developer to the allottees ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment/Building and if the annual maintenance contracts are not done/ renewed by the allottees, the Developer 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/suppliers 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 for both the Apartments and the Common Areas, Amenities and Installations wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building excludes minor hairline cracks on the external and internal walls which happens due to variation in temperature of more than 20 degrees Celsius 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 the Allottee 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 Developer for the Apartment/ Building and in the workmanship executed keeping in view the aforesaid agreed terms of this Agreement.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting electrical rooms, meter rooms, pumps and equipment's etc. and other permitted uses as per sanctioned plans. It is declared by the parties that there is no basement floor in the Building.

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.

It is clarified that there is no basement in this project.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT AND THE PROJECT:

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

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association and/or maintenance agency appointed by the Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee doth hereby acknowledge that the Developer shall be perpetually entitled to use the elevation, common parts of the buildings/blocks of the Project, the Common Areas, Amenities and Installations as also the open spaces, boundary walls etc. for the purpose of advertising, exhibiting and displaying any neon sign board, signage, brand, logo etc.
- 15.5 The Allottee doth hereby acknowledge that the Developer shall at all times be entitled to put or allow anyone to put the name of the Project and/ or name, design and/ or logo of the Developer and/ or its associate group/brands at the roof, façade, boundary and/ or other places in the Project by way of neon – sign, hoardings, signage, sign boards etc. and the Allottee and/ or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 15.6 The Allottee doth hereby acknowledge that the Developer shall be entitled to negotiate with and enter upon the contracts (on such terms and conditions as the Developer at its discretion think and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primary for use of the allottees/ co-owners (but with the possibility of outsiders being also provided services therefrom by such owners, suppliers and providers of facilities against applicable charges and terms and conditions therefor. The Developer shall be entitled to put up or permit the putting up of antennas, towers, disc antennas, telecommunication and/ or electronic equipments and devices and other related installations in respect of such facilities and/ or services on the roof of the Building or any part of the Project.
- 15.7 The Allottee shall be liable to indemnify the Owners and the Developer and also the Association against all damages, costs, claims, demands, proceedings occasioned to the Building or any part thereof due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also keep the Owners and the Developer indemnified against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Owners and the Developer as a result of any act omission or negligence of the Allottee or the servants, agents, licensees or invitees of the Allottee and/ or any breach or non-observance or non-fulfillment of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 15.8 The Allottee doth hereby acknowledge that the Developer shall have unfettered rights to grant the rights or facilities of parking (open or covered, dependant or independent) at the identified/ earmarked spaces meant for parking purpose.

- 15.9 In the event of the Allottee obtaining any financial assistance and/ or housing loan from any bank/financial institution, the Vendors shall act in accordance with the instructions of such bank/financial institution in terms of the agreement between the Allottee and the bank/financial institution, subject however the Vendors being assured of all amounts being receivable for sale and transfer of the Apartment in the agreed timeline and in no event, the Vendors shall assume any liability or responsibility for any loan and/ or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- 15.10 In the event of any change in the specifications and/or relocation of any common areas, amenities or installations are necessitated on account of any direction of statutory authorities/ utility providers or any Force Majeure events or to improve or protect the quality of construction, the Developer, shall be entitled to effect such changes in the specifications and relocate the common areas, facilities and installations as recommended by the Architect.
- 15.11 If due to any act, default or omission on the part of the Allottee, the Developer is restrained from construction of the project and/ or transferring and disposing of other apartments then and in that event, the Allottee without prejudice to the Developer's other rights, shall be liable to compensate and indemnify the Developer for the losses, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.
- 15.12 The Developer may not entertain any request for modification or change in the internal layouts or the specifications of the Apartment. In case the Allottee desires with the prior permission of the Developer, to install some different fittings/floorings on his own, he/she/it will not be entitled to any reimbursement or deduction of the value of the materials. The Developer may at its own discretion subject to receipt of total price of the Apartment and appurtenances, allow access to the Allottee prior to the possession date for carrying out any interior or furnishing works at the sole costs, responsibilities and risks of the Allottee and subject to adherence of necessary safety measures.
- 15.13 The Allottee doth hereby agree and acknowledge that the allottees of the commercial/retail segment of the Building alongwith their men, agents, employees, visitors, customers, clients etc. shall be entitled to use and enjoy the common areas, amenities and installations allowed or earmarked for their use.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. VENDORS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Vendors execute this Agreement, they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding

anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. The Allottee, however, expressly agrees that the Developer shall be entitled to raise construction finance/project loan to undertake the development of the said Land provided that the Developer shall be obliged to cause release of the Apartment together with the undivided proportionate share of the Common Areas, Amenities and Amenities attributable thereto prior to transfer of the title of the Apartment in favour of the Allottee.

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

The Vendors have assured the Allottees that the project in its entirety as sanctioned is in accordance with the provisions of the West Bengal Apartment Ownership Act and as per the said Act.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registering authority at the office of the Registrar of Assurances at Kolkata or District Sub Registrar at Alipore or office/designated place of the Developer in case of commissioning, as decided by the Developer, as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registering authority as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Vendors through them or their authorized signatory at the Developer's Office in Kolkata. After the Agreement is duly executed by the Allottee and the Vendors or simultaneously with the execution the said Agreement shall be registered at the office of the concerned registering authority at the office of the Registrar of Assurances at Kolkata or District Sub Registrar at Alipore or at the office/designated place of the Developer in case of commissioning, as decided by the Developer. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Developer's name

_____ (Developer's Address)

M/s _____ Owners' name

_____ (Owners' Address)

It shall be the duty of the Allottee and the Vendors 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 Vendors or the Allottee, as the case may be.

- 29.2 **Mode of Notice:** Notices under this Agreement shall be served by messenger or registered post/speed post with due acknowledgement at the addresses of the parties mentioned herein, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery if sent by messenger and (2) on the 4th day of handing over the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by any of the parties.
- 29.3 **Notice for breach of terms:** In the event of breach of the agreements, covenants and terms and conditions of this agreement by any of the parties herein, the other party, shall issue a notice to the party committing such breach and require that to cure and remedy such breach within a period of fifteen (15) days from the receipt of such notice.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Vendors 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 or the regulations made thereunder.

32. **GOVERNING LAW:**

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under Arbitration and Conciliation Act, 1996. The Arbitrator shall decide the procedure and type of award (speaking or non-speaking). The venue shall be Kolkata and the language shall be English.

34. JURISDICTION:

The Courts at Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

THE SCHEDULE A ABOVE REFERRED TO:
(LAND)

ALL THAT piece or parcel of land containing by admeasurement 18 (eighteen) cottahs, a little more or less **TOGETHER WITH** building thereon lying and situate at Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata – 700 040, Police Station: Netaji Nagar, Ward No. 98, and butted and bounded as follows:

On the North : By open ground with one two storied building;

On the East : By open lane;

On the South : By KMC road; and

On the West : By premises no. 174/33 N. S. Rd.

THE SCHEDULE B ABOVE REFERRED TO:
(APARTMENT)

ALL THAT the apartment no. _____ measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Unit No. ____ on ____ floor in the building in the project Unimark Sikha-Tuku, lying and situate at the Municipal Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata – 700 040;

together with the rights to use parking over _____ open and/or _____ covered parking space in the said Project.

The said Apartment is shown in the plan attached hereto being Annexure “A” in “Red” borders.

THE SCHEDULE C ABOVE REFERRED TO:
(PAYMENT PLAN)

Schedule of Payment of		
No	Particulars	Percentage of Consideration Amount
1	On or before execution of this agreement (Booking Amount)	10%

2	Within 15 days of execution of this agreement	10%
3	On completion of piling work	10%
4	Completion of 1st Floor Casting	10%
5	Completion of 3rd Floor Casting	10%
6	Completion of 5th Floor Casting	10%
7	Completion of 7th Floor Casting	10%
8	Completion of 9 th Floor Casting	10%
9	Completion of Roof Casting	5%
10	Completion of Brickwork of Apartment	5%
11	Completion of Flooring of Apartment	5%
12	Notice for Possession	5%

THE SCHEDULE D ABOVE REFERRED TO:
(SPECIFICATIONS AMENITIES AND FACILITIES OF THE APARTMNET)

BEDROOMS/ LIVING & DINING AREA	Flooring: Vitrified Tiles Wall and Ceiling: POP finish
TOILETS / BATHROOMS	Dado: Designer tiles upto door height, POP finish Flooring: Anti-skid ceramic tiles Quality sanitary ware Modern CP fittings
KITCHEN	Flooring: Anti-skid ceramic tiles Stainless steel sink Granite countertop Dado: Ceramic tiles upto 2 feet height above counter Modern CP fittings Provision for exhaust
ELECTRICALS	Concealed copper wiring Modular switches of reputed make and MCB A/C outlet points in all bedrooms & living room TV & telephone points in living and master bedroom
DOORS & WINDOWS	Entrance door: Decorative flush shutter with quality hardware Other Doors: Wooden frames with flush door shutter. Powder coated aluminium or UPVC windows

THE SCHEDULE E ABOVE REFERRED TO:
(SPECIFICATIONS AMENITIES AND FACILITIES OF THE PROJECT)

STRUCTURE	R.C.C Foundation and Structure
ELEVATORS	Automatic elevators of Schindler/ Kone/ Otis / Hyundai / Johnson/ThyssenKrupp or equivalent make
COMMON AREA	Main Entrance lobby: designed with marble/tiles/granite Floor lobby: Vitrified Tiles Stairwell: Kota Stone/Black Stone/Tiles 24 hours Power back up
SAFETY AND SECURITY	Intercom system 24*7 CCTV surveillance systems for common areas Modern fire fighting and alarm system as per government guidelines

THE SCHEDULE F ABOVE REFERRED TO:
(COMMON AREAS AMENITIES AND INSTALLATIONS)

- a) Undivided proportionate impartible variable share in the said Land;
- b) Lobbies, staircases, staircase landings, landings, corridors, paths, driveways, entrance, exits, entrance of the building;
- c) Stair head room, caretaker room, electric meter room, pump room, transformer room, generator room, security office room;
- d) Lift machine room, lift chute and lift well;
- e) Community Hall and Gymnasium;
- f) Common toilets;
- g) Boundary walls;
- h) Fire refuge / control areas and roof;
- i) The beams, foundations, supports, columns, main walls, boundary walls of the Building;
- j) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the Building;
- k) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the Apartments / units in the Project and the Common Areas and Amenities and electrical wiring and accessories for lighting of the Common Areas and Amenities;
- l) Fire fighting equipments, systems and accessories;
- m) Fixtures, installations, equipments etc. in the Common Areas, Amenities and Installations;
- n) Lift machine;
- o) Generator;
- p) Transformer, electric sub-station and installations;
- q) Overhead water tank, underground water reservoir, water pumps, plants, rooms etc.
- r) Drainage system, sewerage system, water points;
- s) Deep Tube Well, CCTV camera, common intercom;
- t) Any other area, amenity and installation as may be specified by the Developer from time to time to be part of the Common Areas, Amenities and Installations in the Project.

THE SCHEDULE G ABOVE REFERRED TO:
(COMMON EXPENSES)

- a. The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, water supply system, supply of electricity to all Common Areas and Amenities;
- b. The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Building and the Common Areas and Amenities;
- c. The cost of cleaning and lighting the entrance of the Building and the passages and other spaces around the lobby, corridors, stair-case lift, and parking areas of the Building and the Common Areas and Amenities;
- d. The cost of insuring any risk with regard to the Building and the utilities and apparatus installed thereat;
- e. Cost of maintaining lift, transformer, generator, electrical installations, pumps and other common facilities and essential services in the Project;
- f. Cost of decorating the exterior of the Building;
- g. Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the Building and administration and management of the affairs thereof;
- h. The rates taxes and outgoings assessed charged and imposed for the Common Areas, Amenities and Installations of the Building;
- i. The cost and expenses of keeping and maintaining the records of the common expenses, costs of billing collection and recovery of such common expenses including costs of staffing and running the Association and expenses (statutory and non-statutory expenses) for the Association;
- j. All expenses for the administration, management, maintenance and operation of the Common Areas Amenities and Installations in the Project, including electricity, personnel costs etc.;
- k. All expenses towards electricity costs etc for common purpose.;
- l. The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
- m. The cost, expenses and charges for maintenance, cleaning and repairing of the parking areas;
- n. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project;
- o. All expenses of common services and common facilities and amenities;
- p. Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and/or the common areas and amenities thereof.

THE SCHEDULE H ABOVE REFERRED TO:
(ALLOTTEE'S COVENANTS)

The Allottee covenants to:

- (i) Make payment to the Developer and the Association of all amounts due and payable and as and when payable under this Agreement.
- (ii) Not to do or cause to be done any acts deeds or things by virtue of which development of the Project or any portion thereof is hampered, obstructed, delayed or stopped.
- (iii) Not be entitled to have any claim of whatsoever nature over and in respect of the Common Areas, Amenities and Installations excepting the right to use and enjoy the same along with all other transferees and/or purchasers of the said Project in terms of this Agreement.
- (iv) Co-operate with the Developer/ the agent or facility manager appointed by the Developer in the management and maintenance of the Common Areas, Amenities and Installations of the said Project.

- (v) Become member of such Association upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Developer and/or the Association and not to raise any dispute.
- (vi) Abide by and observe all the rules and regulations framed from time to time either by the Developer or by the agent/ facility manager appointed by the Developer or by the Association for the maintenance, management and common purpose/expenses without raising any objection thereto.
- (vii) Abide by and observe all the terms and conditions of this Agreement.
- (viii) Allow the Developer and/or any authorized representative with or without the workmen on prior notice to enter into the Apartment(s) for completion repairs and for the common purposes.
- (ix) Ensure that all interior work of furniture, fixtures and refurbishing of the Apartment or any repairs or renewals thereto, are carried out during the daylight hours only, without creating noise beyond the tolerable limits creating inconvenience to other allottees/co-owners and in accordance with the rules, regulations and guidelines framed by the Developer and the Association.
- (x) Bear and pay the proportionate amount of common expenses more fully described in **SCHEDULE G** hereunder written and to pay such common expenses with interest at the applicable rate of in the event of default or delay in payment of the said common expenses. The Allottee agrees and acknowledges that the Association shall be entitled to disconnect and/or suspend the common services attached to the Allottee's Apartment(s) and suspend the use of lifts and other facilities, services and amenities until the said dues with interest accrued thereon are paid together with reconnection charges (if any).
- (xi) Regularly and punctually pay/reimburse electricity charges and other utility charges and outgoings for the Apartment.
- (xii) Bear and pay the municipal rates taxes levies and other outgoings relating to the Apartment (s) to the Developer or to the agent/ facility manager or to the Association upon its formation for the period commencing from the date of possession or date of execution of the proposed deed of conveyance, whichever is earlier until the apportionment/ assessment of the Apartment as a separate unit.
- (xiii) Bear and Pay the municipal rates taxes levies and other outgoings relating to the Apartment directly to the concerned authorities after separate apportionment/ assessment of the Apartment.
- (xiv) Abide by all pollution control laws, guidelines and regulations.
- (xv) Reimburse any expenditure that may have been incurred by the Developer or the Association for repairing or replacing anything pertaining to common areas, amenities and installations due to the reasons of damage caused by the Allottee.
- (xvi) Not use the Apartment or permit the same to be used for any illegal or immoral purpose or for any purpose other than for which the Apartment has been sanctioned by the sanctioning authorities.
- (xvii) Not use the Apartment or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
- (xviii) Not park or cause to be parked any car and vehicles on the car parking spaces or other spaces/ areas of the Building except on the spaces/ areas for which express right shall be granted to the Allottee to park the car and vehicles.
- (xix) Not change the color scheme of the Building or the exterior of the Apartment without the written consent of the Developer or Association.
- (xx) Not keep, raise and breed any animal, reptile or bird in the Apartment or anywhere else at the Project except the pets under approval of the Developer and the Association upon its formation provided they are not kept or bred for any commercial purpose and are housed within the Apartment and abided by all applicable rules and regulations.
- (xxi) Not make any animal sacrifices at the common areas or any part of the Project.

- (xxii) Not erect, install, fix any external wireless or television antenna or window antenna.
- (xxiii) Not sub-divide the Apartment and/or car parking space(s) if allotted and attributes/ appurtenances thereto.
- (xxiv) Not place or store in the common areas any goods or things whatsoever.
- (xxv) Not bring or permit to remain upon the Apartment(s) any machinery goods or other articles which shall or may strain or damage any part or portion of Building at the Project.
- (xxvi) Not operate any heavy machine so as to endanger the structure of the Building or damage the floor or roof or outer walls of any unit/apartment.
- (xxvii) Not shift or obstruct any windows or lights and not to put box grills/collapsible gates in the verandah and/or windows which are not as per the design suggested or approved by the Architect.
- (xxviii) Not do or permit any opening, structural change or change in elevation without the consent in writing of the Developer or the Association.
- (xxix) Not throw or accumulate or cause or permit to be thrown or accumulate any dirt, rubbish or other refuse save and except to such extent and at such place or places as be permitted and specified/designated by the Developer and the Association upon its formation.
- (xxx) Not install any exterior loudspeakers without the permission of the Developer and the Association upon its formation.
- (xxxi) Not hang or display any clothes or articles of any kind on the outside of the windows or the places of outside windowsills, outside walls, balconies and parking spaces.
- (xxxii) Not do or cause to be done anything whereby the insurance premium of the Building shall increase or which shall result in cancellation of insurance policy of the Building or any of them.
- (xxxiii) Not do anything or cause to be done anything whereby the structural stability of the Building shall be adversely affected.
- (xxxiv) At all times the Allottee shall keep the interior wall, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Apartment in good condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and shall keep the others occupiers of the building and/or the said Project indemnified from and against the consequences of any damage arising there from.
- (xxxv) Not do anything or cause to be done anything whereby the common amenities fixtures and gadgets installed for the Project shall be damaged or adversely affected.
- (xxxvi) Not to hold the Owners and the Developer liable in any manner whatsoever and not to make any claim against them or any of them in case due to any enactment or implementation of legislation, rules, bye-law or order of any judicial or other authority, the earmarked exclusive rights of car parking is not permissible.
- (xxxvii) Not to install or keep or operate any generator in the Apartment and/ or in the balcony/verandah/attached terrace or any common areas save and except the battery operated inverters inside the Apartment.
- (xxxviii) Not make any constructions (temporary or permanent) on the car parking spaces, roof/terrace and common areas of the said Project.
- (xxxix) Not do anything whereby the other Apartment / Unit owners or the co-purchasers or the co-transferees are obstructed or prevented from enjoying their respective units/apartments quietly and exclusively.
- (xl) Keep the Apartment in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.
- (xli) Not put up or affix any articles including nameplate signage and letter box or other similar articles in any of the common areas or outside walls and doors of the Apartment and/or the said Project save and except at the place and in the manner approved or provided therefore by the Developer or the Association.

- (xlii) Not bring nor store and/or allow to be kept or stored in the Apartment any offensive article or substances of combustible, obnoxious, hazardous, inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- (xliiii) Not discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Building or portion thereof.
- (xliv) Not to do or cause to be done in and around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to flooring or ceiling of the Apartment or other parts of the Building.
- (xlv) Not to overload and/ or draw any excess electricity so as to cause overloading of the electricity connection.
- (xlvi) Not to induct any tenant/licensee to occupy the Apartment unless such tenant/licensee is introduced to the Developer or the Association upon its formation so that he/she may be recognized as a bonafide occupant for the security purpose.
- (xlvii) Not dispute or object to the location of the parking space(s) (if any) identified by the Developer for use by the Allottee.
- (xlviii) Not to transfer or deal with the parking spaces in exclusion of the Apartment.
- (xliv) Not to encumber the rights under this agreement prior to execution of the proposed deed of conveyance save and except for the purpose of availing home loan.
- (l) Observe such other covenants as be deemed reasonable and framed from time to time by the Developer and/ or the Association.
- (li) Not install any air conditioner and/or exhaust fan save and except at the place(s) approved by the Developer or the Association upon its formation.
- (lii) Not to puncture window/wall of the Building and create any shades awnings, window guards, ventilators in the Building excepting such as approved by the Developer or the Association upon its formation.
- (liii) Not raise any claim over the areas, amenities and installations of other projects which are not meant to be shared by the allottees of the said Project.
- (liv) Use the Apartment or permit the same to be used only for residential purpose as per relevant provisions in the Kolkata Municipal Corporation Act and Rules and shall use the said parking space or permit the same to be used only for the purpose of keeping and parking the Allottee's own vehicles.
- (lv) Pay to the Developer/Authorities within 7 (seven) days as demanded by the Developer/Authorities, his/her/their/its share of the security deposits and payments demanded by the concerned Government, local or public bodies or authorities for giving electricity, telephone or other service/utility connection to the said Building.
- (lvi) To abide by the charges, rules and regulations framed by the Developer or Association from time to time for the use and enjoyment of the community hall and gymnasium.

THE SCHEDULE I ABOVE REFERRED TO:

PART – I

DEPOSITS		
No	Particulars	Amounts (Rs.)
1	Interest free maintenance deposit	
2	Deposit for municipal rates and tax	
3	Electricity connection and meter deposit	On Actuals

4	Deposit for mutation expenses	
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PART-II

SCHEDULE FOR PAYMENT DEPOSITS		
No	Particulars	Amount or Percentage
1	On Notice for Possession	100%

PART III

SCHEDULE FOR PAYMENT OF DOCUMENTATION CHARGES		
No	Particulars	Amount or Percentage
1	At the time of execution of this Agreement	50%
2	At the time of possession of the Apartment or execution of Deed of Conveyance or nomination, whichever is earlier	50%

THE SCHEDULE J ABOVE REFERRED TO:
(Definitions)

- (a) **ARCHITECT:** shall mean M/s Raj Agarwal & Associates of 8B Royd Street, Kolkata – 700016 appointed by the Developer for the Project or such other architect or architects who may be appointed by the Developer for the Project from time to time;
- (b) **ASSOCIATION:** shall mean the Association to be formed for the said Project under the West Bengal Apartment Ownership Act or any other applicable law for the time being for the purpose to hold the Common Areas, Amenities and Installations for the purpose of supervision, management and maintenance of the said Project for the common purposes having such rules regulations, bye-laws and restrictions as be deemed proper and necessary;
- (c) **BUILDING:** shall mean the new building at the Project consisting of several units/apartments;
- (d) **BUILT-UP AREA:** shall mean and include the aggregate of the Carpet Area, Balcony Area, Utility Area and the External Wall/Column Area ;
- (e) **CARPET AREA:** shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment;
- (f) **COMMON AREAS, AMENITIES AND INSTALLATIONS:** shall mean and include the areas and amenities (excepting parking spaces, store/utility rooms, etc.) available for common use and enjoyment of the transferees of the Project subject to conditions, restrictions and reservations mentioned herein and also framed by the Developer and/or Association from time to time, and morefully described in the **SCHEDULE F** hereunder written;
- (g) **COMMON EXPENSES:** shall mean and include all expenses to be incurred by or on behalf of the intending transferees for the maintenance, management, upkeep and administration of the Common Areas, Amenities and Installations and for rendition of common services and morefully described in the **SCHEDULE G** hereunder written;
- (h) **DEVELOPMENT AGREEMENT:** shall mean the Development Agreement dated 8th February 2013 registered in the office of A.D.S.R. Alipore South 24-Parganas and recorded in Book No. 1, CD. Volume No. 5, Pages 4142 – 4178, Being No. 01225 for the year 2013;

- (i) **FACILITY MANAGER:** shall mean such person or entity as may be appointed by the Developer or the Association for undertaking maintenance of the Common Areas, Amenities and Installations;
- (j) **PARKING SPACES:** shall mean the spaces (open or covered) in the ground floor of the Building upon the said Land capable of parking of motor cars or vehicles therein or thereat as may be granted to respective allottees;
- (k) **PROPORTIONATE** or **PROPORTIONATELY:** according to the context shall mean the proportion of the carpet area of the Apartment(s) to the total carpet area of all the units/apartments in the Project;
- (l) **PLAN:** shall mean the plan bearing Building Permit No. 2015100072 dated 18th August 2015 approved and sanctioned by the Kolkata Municipal Corporation for development of the said Property as may be permitted to be modified/revalidated/renewed/varied/ altered;
- (m) **PROJECT:** shall mean the project of construction of a multi-storied building consisting of various apartments/ saleable spaces upon the said Land in terms of the Plan;
- (n) **ROOF:** shall mean and include the ultimate roof of the Building upon the said Land;
- (o) **APARTMENTS/UNITS:** shall mean various saleable spaces / constructed areas in the Project, be it flats, apartments, shops, offices, showrooms, utility rooms etc., capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the attached terraces, exclusive gardens or private lawns, if any attached to any unit/apartment together with the attributes thereto, which is more fully described in Schedule B hereunder written;
- (p) **NOTICE FOR POSSESSION:** shall mean the letter to be issued by the Developer to the Allottee requiring and intimating the Allottee to take possession of the Apartment.
- (q) **TITLE DOCUMENTS:** shall mean and include various documents of title of the Owners in respect of the said Land by virtue and in pursuance of which the Owners are entitled to the said Land;
- (r) **ALLOTTEES:** shall mean all the prospective or actual buyers, who for the time being have agreed to purchase any unit/apartment in the said Project and for all unsold apartments, the Owners and the Developer herein for their respective allocations;

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix
 photograph and
 sign across the
 photograph

(2) Signature _____

Please affix
 photograph and

Name _____

Address _____

sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

(1) Signature (Authorized Signatory) _____

Name _____

Address _____

Please affix
photograph and
sign across the

photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners:

(1) Signature (Constituted Attorney) _____

Name _____

Address _____

Please affix
photograph and
sign across the

photograph

At _____ on _____ in the presence of:

WITNESSES:

3. Signature _____

Name _____

Address _____

4. Signature _____

Name _____

Address _____

THIS DEED made this the _____ day of _____ **TWO THOUSAND AND** _____

BETWEEN

(1) **RANA DAS** (Aadhaar No. ----- and having Income Tax PAN AAIPD 1813A), son of Late Bhabatosh Das, by faith - Hindu, by occupation – Management Consultant, at present residing at Premises No.174/8, Netaji Subhas Chandra Bose Road, Kolkata - 700040, Police Station – Netaji Nagar, hereinafter referred to as “**OWNER NO. 1**” and (2) **LACHMI DEY** (Aadhaar No. ----- and having Income Tax PAN ADSPD8415F), wife of Mr. Trideep Dey and married daughter of Late Bhabatosh Das, by faith-Hindu, by occupation – housewife, at present residing at 90/2/3 M. B. Sarani, Kolkata – 700040, hereinafter referred to as “**OWNER NO. 2**”, both represented by their constituted attorney ----- (Aadhaar No. ----- and having Income Tax PAN _____), son of _____, residing at _____, authorized vide Power of Attorney dated _____,

The Owner No. 1 and the Owner No. 2 are hereinafter collectively referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

UNIMARK REALTY PRIVATE LIMITED (CIN _____), a company incorporated under the provisions of the Companies Act.,1956, having its registered office at 204 Acharya Jagdish Chandra Bose Road, Kolkata – 700017, represented by its director/authorized signatory ----- (Aadhaar No. ----- and having Income Tax PAN _____), son of _____, residing at _____, authorized vide Board resolution dated _____, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

AND

_____, hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs successors legal representatives executors administrators and assigns and in case of firm its partners for the time being and their respective heirs successors legal representatives executors administrators and assigns) of the **THIRD PART**;

In this deed, the ‘Owners’ and the ‘Developer’ are collectively referred to as the ‘Vendors’.

WHEREAS:

A. By an Indenture of Conveyance dated the 15th day of September, 1939 made between Dwarkanath Chakraborty, therein referred to as the Vendor of one Part and Calcutta Properties Limited, therein referred to as the Purchaser of other Part, and registered with the Sub- Registrar, Alipore in Book No. I, Volume No. 93, Pages 77 to 111, Being No.3323 for the year 1939, the said Dwarkanath Chakraborty granted, transferred, conveyed, assigned and assured unto and in favour of the said Calcutta Properties Limited **ALL THAT** the piece and parcel of land containing an area of 175 Bighas, 8 Cottahs, 6 Chittacks be the same a little more or less situate lying at Mouja- Khanpur, J.L. No.46, Touji Nos. 151, 152 and 56, Police Station the then Tollygunge, now Jadavpur, District the

then 24 Parganas (hereinafter referred to as the said “mother plot of land”) absolutely and forever at and for the consideration therein mentioned.

- B. The said Calcutta Properties Limited thereafter prepared a scheme for development of the said mother plot of land by dividing the same into several small plots and constructing roads, drains and other necessary attachments and appurtenances for habitation improvements, which area was later on came to be known as Charu Park in Regent Park Area.
- C. By an Indenture of Conveyance dated the 15th day of August, 1942 made between the said Calcutta Properties Limited, therein referred to as the Vendor of one Part and Malina Bose, therein referred to as the Purchaser of other part and registered with the Sub - Registrar, Alipore in Book No. I, Volume No. 64 Pages 259 to 273, being No. 2435 the year 1942 the said Calcutta Properties Limited granted transferred conveyed assigned and assured unto and in favour of the said Malina Bose **ALL THAT** the piece and parcel of land containing an area of 18 Cottahs be the same a little more or less out of the said mother plot of land absolutely and forever at and for the consideration therein mentioned.
- D. The said piece and parcel of land was thereafter assessed by the then Corporation of Calcutta and numbered as Premises No. 174/8 Netaji Subhas Chandra Bose Road, Calcutta-700040.
- E. By an Indenture of Conveyance dated the 21st day of February, 1966 made between the said Malina Bose, therein referred to as the Vendor of one Part and Sikha Das, therein referred to as the Purchaser of other Part and registered with the Sub- Registrar, Alipore in Book No. I, Volume No.6, Pages 297 to 302, Being No. 1449 for the year 1966, the said Malina Bose granted, transferred, conveyed, assigned and assured the said Land unto and in favour of the said Sikha Das absolutely and forever at and for the consideration therein mentioned.
- F. The said Sikha Das, being governed by the Dayabhaga School of Hindu Law, died on 13th day of April, 2003, after making and publishing her last Will & Testament dated 13th day of August, 1999, whereby and whereunder she appointed the Owner No.1 and the Owner No.2 herein as the executor and executrix to the said Will and gave devised and bequeathed the said Land to the Owner No.1 and Owner No.2 herein absolutely and forever in equal shares.
- G. The Probate in respect of the said last Will and Testament of Late Sikha Das was obtained by the Owners No.1 and No.2 as executor and executrix from the Court of the Learned District Delegate at Alipore in Act. XXXIX Case No. 247 of 2003 on 31st day of March, 2004 and administration of the estate of Late Sikha Das was duly completed and the Owner No.1 and Owner No.2 herein became the absolute joint owners of the said property having equal shares therein.
- H. The Owners thus became lawful owners of entirety of **ALL THAT** the Municipal Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata - 700040 (hereinafter referred to as the said **PREMISES** and morefully mentioned in the **FIRST SCHEDULE** hereunder written) free from all encumbrances.
- I. By and under Development Agreement dated 8th February 2013 registered in the office of A.D.S.R. Alipore South 24-Parganas and recorded in Book No. 1, CD. Volume No. 5, Pages 4142 – 4178, Being No. 01225 for the year 2013 (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**), the Owners herein engaged and entrusted the Developer for the purpose of development of the said Land by erection, construction and completion of new building(s) upon the land at the said Land and commercial exploitation thereof under the terms contained and recorded in the said Development Agreement.

- J. In terms of the said Development Agreement the Developer and the Owners were allotted their respective allocations in the said Project and accordingly the Developer and the Owners have earmarked and demarcated their respective allocations and have recorded the same in the Allocation Agreement entered into between the Owners and Developer.
- K. By and under an agreement dated _____ (hereinafter referred to as the said **AGREEMENT FOR SALE**) registered with the office of the _____ and recorded in Book No. ____ CD Volume No. ____ pages ____ to ____ being No. ____ for the year _____, the Vendors had agreed to sell and transfer and the Purchaser had agreed to purchase **ALL THAT** piece and parcel of the Residential Unit/ flat measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Unit No. _____ on _____ floor in the Building (hereinafter referred to as the said **UNIT**) **TOGETHER WITH** the right to use the Open/Covered Car Parking Space No. _____ on the ground floor of the Building at and for the consideration and under the terms mentioned and contained therein.
- L. The Developer has completed construction of the Building at the said Premises in accordance with the said Plan with permissible modifications/additions/variatioins/alterations thereto and the Kolkata Municipal Corporation has issued the Completion Certificate No. _____ dated _____ to such effect.
- M. The Developer has put the Purchaser in possession of the said Unit and the parties herein are desirous to complete the sale and transfer of the said Unit.
- N. At or before the execution of this Indenture, the Purchaser has fully satisfied itself and represented the following:
- (a) The Purchaser has caused due diligence and has satisfied itself/himself/herself/themselves with regard to the right, title and entitlement of the Vendors in respect of the Unit and said Premises and the Building.
 - (b) The purchaser has satisfied itself/himself/herself/themselves that the said Premises and the Building erected thereupon is free from all encumbrances and about the Vendors entitlement to develop the said Premises and also to transfer or otherwise deal with various units/constructed spaces therein without any restrictions.
 - (c) The Purchaser has duly inspected and satisfied itself/himself/herself/themselves with regard to the plan sanctioned by the Kolkata Municipal Corporation and all subsequent modifications/additions/variatioins/alterations thereto and the commercial segment of the Building on the ground and first floor thereof.
 - (d) The Purchaser has inspected and duly satisfied itself with regard to the area, specification, flooring, fixtures and fittings of the said Unit.
 - (e) The Purchaser has duly satisfied itself/himself/herself/themselves with regard to the quality of construction, workmanship, specifications and structural stability of the Building and Common Areas, Amenities and Installations and also various facilities and/or amenities comprised in the Building and/or installed at any portion of the said Premises.
 - (f) The Purchaser is fully satisfied about the terms of sale, the amounts paid and incurred by the Purchaser and various covenants contained in the said Agreement of Sale dated _____ as well as this indenture.
 - (g) The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the said Unit and that the Purchaser will not have any right whatsoever over and in respect of the other parts and portions of the said Premises.

And has agreed not to raise any objections whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH as follows :

- I. **THAT** in pursuance of the said agreement for Sale dated _____ AND in consideration of a sum of _____/- (Rupees _____ only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Owners/Developer at or before the execution hereof (the receipt whereof the Owners/Developer do hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and also the said Unit and the Properties Appurtenant thereto hereby intended to be sold and transferred) the Vendors do hereby sell transfer convey and/or release relinquish and disclaim all its right title interest in respect of **ALL THAT** piece and parcel of the Residential Unit/ flat measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Unit No. _____ on _____ floor in the Building (hereinafter referred to as the said **UNIT**) **Together With** the right to use the Open/Covered Car Parking Space No. _____ on the ground floor of the Building **Together With** the right to use Common Areas, Amenities and Installations in common with other co-owners/occupiers of the Building (hereinafter collectively referred to as the said **UNIT AND THE PROPERTIES APPURTENANT THERETO** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the same absolutely and forever, hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever subject to the terms and conditions hereinafter appearing.

- II. **AND THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:
 - a. The Vendors are now lawfully seized and possessed of and/or otherwise well and sufficiently entitled to and has good right full power and absolute authority to grant convey transfer sell and assign the said Unit and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchaser in the manner as aforesaid.
 - b. The said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispens debuttar or trust made or suffered by the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors.
 - c. The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Unit and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendors or any person or persons having or lawfully or equitably claiming as aforesaid.

- III. **AND THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS** as follows:
 - a. The Purchaser and all other person(s) deriving title from and under the Purchaser shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of Common areas, Amenities and Installations at the Building and duly observe the various restrictions as set forth in the Fourth Schedule hereunder written.

- b. The Purchaser shall bear and pay all cost and impositions for stamp duty, registration charges, and other levies and impositions for and in respect of the transfer of the said Unit under these presents.
- c. The Purchaser doth hereby acknowledge to have received the vacant possession of the said Unit to its/his/her/their complete satisfaction from the Vendors/Developer.

IV. **AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

- a. The Undivided share in the land comprised in the said Premises and the proportionate share or interest in Common Areas, Amenities and Installations attributable to the said Unit(s) shall always remain impartible.
- b. The right of the Purchaser shall remain restricted to the said Unit and proportionate share or interest in the common areas, amenities and installations.
- c. The said Building shall always be known as “UNIMARK SIKHA-TUKU” or under any other name as may be fixed by the Developer.
- d. The Purchaser hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas, Amenities and Installations as well as regular and timely payment of the Common Expenses are “must” and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the other owners and/or occupiers of the Building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Developer/Association/ Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to disconnect the supply of power back up, (iii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 15 per cent per annum and the Purchaser hereby further waives the right for service of notice in the event of any default in non- payment of such common expenses.
- e. The terms and also the covenants agreed between the parties herein under the said Agreement for Sale dated _____ shall remain binding upon the Vendors and the Purchaser unless there is any repugnancy between the said Agreement for Sale dated _____ and this Indenture and in case of such repugnancy, the terms and covenants of this Indenture shall supercede the terms and covenants of the said Agreement for sale to the extent of such repugnancy.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(PREMISES)

ALL THAT piece or parcel of land containing by admeasurement 18 (eighteen) cottahs, a little more or less **TOGETHER WITH** building thereon lying and situate at Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata – 700 040, Police Station: Netaji Nagar, Ward No. 98, and butted and bounded as follows:

On the North : By open ground with one two storied building;

On the East : By open lane;
On the South : By KMC road; and
On the West : By premises no. 174/33 N. S. Rd.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT)

ALL THAT piece and parcel of the Residential Unit/ flat measuring a carpet area of _____ sq. ft. together with a balcony area of _____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Unit No. _____ on _____ floor of the Building in the project Unimark Sikha-Tuku, lying and situate at the Municipal Premises No. 174/8 Netaji Subhas Chandra Bose Road, Kolkata – 700 040;

together with parking over _____ open and/or _____ covered parking space in the said Project.

The said flat and parking space are shown in the plans attached hereto being Annexure “A” in “Red” borders.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(COMMON AREAS AMENITIES AND INSTALLATIONS)

- a) Undivided proportionate impartible variable share in the said Land;
- b) Lobbies, staircases, staircase landings, landings, corridors, paths, driveways, entrance, exits, entrance of the building;
- c) Stair head room, caretaker room, electric meter room, pump room, transformer room, generator room, security office room;
- d) Lift machine room, lift chute and lift well;
- e) Community Hall and Gymnasium;
- f) Common toilets;
- g) Boundary walls;
- h) Fire refuge / control areas and roof;
- i) The beams, foundations, supports, columns, main walls, boundary walls of the Building;
- j) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the Building;
- k) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the units in the Project and the Common Areas and Amenities and electrical wiring and accessories for lighting of the Common Areas and Amenities;
- l) Fire fighting equipments, systems and accessories;
- m) Fixtures, installations, equipments etc. in the Common Areas, Amenities and Installations;
- n) Lift machine;
- o) Generator;
- p) Transformer, electric sub-station and installations;
- q) Overhead water tank, underground water reservoir, water pumps, plants, rooms etc.
- r) Drainage system, sewerage system, water points;
- s) Deep Tube Well, CCTV camera, common intercom;
- t) Any other area, amenity and installation as may be specified by the Developer from time to time to be part of the Common Areas, Amenities and Installations in the Project.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

- a. The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, water supply system, supply of electricity to all Common Areas and Amenities;
- b. The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Building and the Common Areas and Amenities;
- c. The cost of cleaning and lighting the entrance of the Building and the passages and other spaces around the lobby, corridors, stair-case lift, and parking areas of the Building and the Common Areas and Amenities;
- d. The cost of insuring any risk with regard to the Building and the utilities and apparatus installed thereat;
- e. Cost of maintaining lift, transformer, generator, electrical installations, pumps and other common facilities and essential services in the Project;
- f. Cost of decorating the exterior of the Building;
- g. Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the Building and administration and management of the affairs thereof;
- h. The rates taxes and outgoings assessed charged and imposed for the Common Areas, Amenities and Installations of the Building;
- i. The cost and expenses of keeping and maintaining the records of the common expenses, costs of billing collection and recovery of such common expenses including costs of staffing and running the Association and expenses (statutory and non-statutory expenses) for the Association;
- j. All expenses for the administration, management, maintenance and operation of the Common Areas Amenities and Installations in the Project, including electricity, personnel costs etc.;
- k. All expenses towards electricity costs etc for common purpose.;
- l. The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
- m. The cost, expenses and charges for maintenance, cleaning and repairing of the parking areas;
- n. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project;
- o. All expenses of common services and common facilities and amenities;
- p. Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and/or the common areas and amenities thereof.

THE FIFTH SCHEDULE ABOVE REFERRED TO **(PURCHASER'S COVENANTS)**

The Purchaser doth hereby covenant:

- a. To co-operate with the Developer or the agent or facility manager appointed by the Developer in the management and maintenance of the Building until formation of the Association.
- b. To observe and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the building and in particular the common areas and installations and to abide by and observe all the rules and regulations framed from time to time either by the Developer or by the agent/ facility manager appointed by the Developer or by the Association without raising any objection thereto.

- c. To become member of such Association upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Developer and/or the Association and not to raise any dispute thereto.
- d. To allow the Developer and its authorised representatives with or without the workmen to enter into the said Unit(s) at all reasonable times for completion of the Building and common areas and to view examine the state and condition thereof.
- e. To ensure that all interior work of furniture, fixtures and furnishing of the Apartment or any repairs or renewals thereto, are carried out during the daylight hours only, without creating noise beyond the tolerable limits creating inconvenience to other allottees/co-owners and in accordance with the rules, regulations and guidelines framed by the Developer and the Association.
- f. To regularly and punctually pay/reimburse electricity charges and other utility charges and outgoings for the Apartment.
- g. To bear and pay the municipal rates taxes levies and other outgoings relating to the Apartment (s) to the Developer or to the agent/ facility manager or to the Association upon its formation for the period commencing from the date of possession or date of execution of the proposed deed of conveyance, whichever is earlier until the apportionment/ assessment of the Apartment as a separate unit.
- h. To bear and Pay the municipal rates taxes levies and other outgoings relating to the Apartment directly to the concerned authorities after separate apportionment/ assessment of the Apartment.
- i. To make good all defects, decays and want of repair in the said Unit within seven days of any notice in writing by the Developer to the Purchaser thereabout.
- j. To use the said Unit for residential purpose and as peaceful habitat and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained.
- k. To abide by all pollution control laws, guidelines and regulations.
- l. To reimburse any expenditure that may have been incurred by the Developer or the Association for repairing or replacing anything pertaining to common areas, amenities and installations due to the reasons of damage caused by the Purchaser.
- m. Unless the right of parking motor car is expressly granted by the Developer, the Purchaser shall not part or allow to permit to be parked by his/her/their employees, agents, visitors, guests, customers etc. any motor car, two wheeler vehicles or any other vehicle at any place in the said Premises (including at the open space surrounding the building) AND if the right of car park is so expressly granted by the Developer, then the Purchaser shall use the car parking space so granted, only for the purpose of parking of his/her/their motor car.
- n. Not to use the common areas and installations and in particular the open space on the top roof of the Building for bathing or other undesirable purpose or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- o. To keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from all obstructions or encroachments and in a clean and orderly manner and not to store any goods or things in the staircase, lobby, landings, pathways, passages or in any other common areas.
- p. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside walls of the building save at the place as approve or provided by the Developer PROVIDED THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of the Unit. It is hereby expressly made clear that, in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Unit.
- q. Not to do or cause to be done or permit to be done anything whereby the insurance premium of the Building shall increase in insurance premium of the Building or which shall result in cancellation of insurance policy of the Building.

- r. Not to change the color scheme of the Building or change the outer elevation, the exterior and common areas of the Building without the written consent of the Developer or Association.
- s. Not to deposit or throw or permit to be deposited or thrown any rubbish or waste or refuse anywhere in the said Premises save to such extent and at such place or places as be permitted and specified by the Developer and the Association upon its formation.
- t. Not to commit or permit to be committed any alteration or changes in the electrical, water, sewerage, drainage, air conditioner and other pipes, conduits, cables and other fixtures and fittings serving in common to the said Unit and other units in the building at the said Premises.
- u. To keep the Unit(s) and partition walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other unit in the said building in good and substantial repair so as to support shelter and protect and keep habitable other units/ parts of the building and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling or any other portion over below or adjacent to the said Unit. In particular and without prejudice to the generality of the foregoing, the Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit for the common areas for the purpose of making changing or repairing the concealed wiring or piping or otherwise.
- v. Not to let out transfer or part with the possession of the parking spaces (the right in respect whereof is agreed to be granted hereunder) independent of the said Unit nor vice versa Provided That such restriction on the Purchaser shall not apply in case the Purchaser desires to let out or transfer the rights of parking the car(s) to any other Co-owner in the Building at the Premises.
- w. Not to use the Unit(s) or permit the same to be used for any illegal or immoral purpose or for any obnoxious, injurious, noisy, dangerous trade or activity or for any purpose other than for which the said Unit(s) has been sanctioned by the sanctioning authorities.
- x. To keep at his/its own costs, the said Unit is a good and tenantable repair and well maintained condition and abide by all laws, bye-laws, rules, regulations and restrictions of the Government, Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, CESC Ltd., Kolkata Police, Fire Department, authority under the West Bengal Housing Regulation Act, the officer under the West Bengal Building Tax Act 1996 and/ or any statutory authorities or local bodies as regards user and maintenance of the building and to make such additions and alterations in or about or relating to the said Unit and/ or the said Building as be required to be carried out by them or any of them, independently or in common with the other co-owners as the case may be without holding the Vendors in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for all deviation or violation of any of the conditions or rules or bye-laws and to observe and perform all terms and conditions contained herein on handing over the possession.
- y. To bear and pay and discharge exclusively the following expenses and outgoings:
 - (i) Municipal rates taxes levies and other outgoings relating to the Unit(s) to the Developer or to the agent/ facility manager or to the Association upon its formation for the period commencing from the date of delivery of possession until the apportionment/ assessment of the Unit as a separate unit.
 - (ii) Municipal rates, taxes, levies and other outgoings relating to the Unit(s) directly to the concerned authorities after separate apportionment/ assessment / mutation of the Unit(s).
 - (iii) Other taxes, levies, cesses, impositions and other outgoings (including Building Tax under West Bengal Building Tax Act 1996 if payable) whether existing or as may be imposed or levied at any time in future in respect of the said Unit or Building or the said Premises and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said Premises.

- (iv) Proportionate share of costs, charges and expenses payable to the Developer or to the agent/ facility manager or to the Association upon its formation for maintenance, repair, replacement, running and operation of common generator to be installed at any part or portion of the said Premises and also charges for using, enjoying and/ or availing power in the said Unit from such Generator to be provided to the Purchaser during power failure of CESC in the said Unit.
 - (v) Electricity and other utility charges and outgoings for the Unit(s)
 - (vi) The proportionate amount of common expenses more fully described in **FOURTH SCHEDULE** hereunder written and to pay such common expenses with interest at the applicable rate in the event of default or delay in payment of the said common expenses.
 - (vii) Charges for using, enjoying and/ or availability any other utility or facility, if exclusively in or for the said unit, wholly and if in common with other co-owners, proportionately to the Developer or to the agent/ facility manager or to the Association upon its formation or the appropriate authorities as the case may be.
 - (viii) All penalty, surcharge, interest, costs, charges and expenses arising out of delay, default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates, taxes, impositions and/ or outgoings proportionately or wholly as the case may (including Delay Payment Surcharge as charged by the CESC Ltd. from its consumers for the delay payment of its bills).
- z. To abide by all pollution control laws and regulations.
 - aa. Not to use the Unit(s) or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
 - bb. Not to keep, raise and breed any animal, reptile or bird in the Unit or anywhere else at the Premises except the pets under approval of the Developer and the Association upon its formation provided they are not kept or bred for any commercial purpose and are housed within the said Unit and abided by all applicable rules and regulations.
 - cc. Not to make any animal sacrifices at the common areas.
 - dd. Not to install or keep or operate any generator in the Apartment and/ or in the balcony/verandah/attached terrace or any common areas save and except the battery operated inverters inside the Apartment.
 - ee. Not make any constructions (temporary or permanent) on the car parking spaces, roof/terrace and common areas of the said Project.
 - ff. Not to do or cause to be done in and around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to flooring or ceiling of the Apartment or other parts of the Building.
 - gg. Not to overload and/ or draw any excess electricity so as to cause overloading of the electricity connection.
 - hh. Not to induct any tenant/licensee to occupy the Apartment unless such tenant/licensee is introduced to the Developer or the Association upon its formation so that he/she may be recognized as a bonafide occupant for the security purpose.
 - ii. Not to erect external wireless or television antenna.
 - jj. Not to sub-divide the Unit(s) and attributes/ appurtenances thereto.
 - kk. Not to bring or permit to remain upon the Unit(s) any machinery goods or other articles which shall or may strain or damage any part or portion of the Building.
 - ll. Not to shift or obstruct any windows or lights and not to put box grills/collapsible gates.
 - mm. Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Developer or the Association.
 - nn. Not to install any exterior loudspeakers without the permission of the Developer and the Association upon its formation.

- oo. Not to hang or display any clothes or articles of any kind on the outside of the windows or the places of outside windowsills, outside walls, balconies and parking spaces.
- pp. Not to do anything or cause to be done anything whereby the structural stability of the Building shall be adversely affected.
- qq. Not to do anything or cause to be done anything whereby the common amenities shall be damaged or adversely affected.
- rr. Not dispute or object to the location of the parking space(s) (if any) identified by the Developer for use by the Purchaser.
- ss. Not to transfer or deal with the parking spaces in exclusion of the Apartment.
- tt. Not to encumber the rights under this agreement prior to execution of the proposed deed of conveyance save and except for the purpose of availing home loan.
- uu. Not to make any constructions on the car parking spaces, roof/terrace and common areas.
- vv. Not to do anything whereby the other unit owners or the co-purchasers or the co-transferees are obstructed or prevented from enjoying their respective units quietly and exclusively.
- ww. Not to bring nor store in the Units(s) any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- xx. Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the said Entire Premises or portion thereof.
- yy. To observe such other covenants as be deemed reasonable and framed by the Developer and/ or the Association.
- zz. Not to install any air conditioner and/or exhaust fan except at the place(s) approved by the Developer or the Association upon its formation.
- aaa. Not to puncture window/wall of the Building and create any shades awnings, window guards, ventilators in the Building excepting such as approved by the Developer or the Association upon its formation.
- bbb. To abide by the charges, rules and regulations framed by the Developer or Association from time to time for the use and enjoyment of the Common Areas Amenities and Installations.

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals the day, month and year first above written.

EXECUTED AND DELIVERED

by the above named **Owners**
at Kolkata in the presence of:

1.

2.

EXECUTED AND DELIVERED

by the above named **Developer**
at Kolkata in the presence of:

1.

2.

EXECUTED AND DELIVERED

by the above named **Purchaser**

at Kolkata in the presence of:

1.

2.

MEMO OF CONSIDERATION

RECEIVED of and from the within named

Purchaser the within mentioned sum of

Rs. _____/- (Rupees _____) only

being the consideration amount as per details below:

<u>Cheque/PO/DD/NEFT/RTGS</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
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Signature of Developer

Witnesses: