

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (date) day of _____ (Month), 20____.

By and Between

ARSUDAY EVERA GARDEN LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 12, Ho Chi Minh Sarani, Post Office Middleton Row, Police Station Shakespeare, District Kolkata-700071 and having PAN ABOFA2569F, represented by its Authorized Representative Mr. Manish Jhunjhunwala, (Aadhaar No. 7720 2369 8054) authorized vide resolution dated 04.03.2019; hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

[If the Allottee is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a partnership]

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

[OR]

[If the Allottee is an individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____).

ARSUDAY EVERA GARDEN LLP

Designated Partner

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, successors-in-interest and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

AND

GOLDMOON EXPORTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 8/1, Lal Bazar Street, 3rd floor, Room No. 1, P.O.-Lal Bazar, P.S. – Hare Street, Kolkata -700001, having PAN AABCG0605K, represented by its Constituted Attorney Evera Constructions LLP having PAN AAGFE6523Q, having its registered office at 23, Circus Avenue, 8th floor, P.O. & P.S. Beniapur Kolkata – 700017, represented by its Authorized Representative Sri Manish Kumar Jhunjunwala, PAN ACQPJ3454M; hereinafter referred to as the "Owner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns);

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

I. Definitions - For the purpose of this Agreement for Sale, unless the context otherwise requires,-

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

WHEREAS:

- A. The Owner is the full and lawful owner of lands admeasuring 54 Cottahs and 3 Chittaks 38 sq. ft. (89.65 Decimal) comprised in (i) 50 Cottahs and 2 Chittaks 20 sq.ft.



more or less recorded in the record of B.L. & L.R.O. Bolpur as R.S. Plot No. 1453 corresponding to new L.R. Plot No. 3514, in R.S. Khatian No. 195, 1082, L.R. Khatian No. 7600, 7601, 7602, 7603, 788, 3507, 4539, 4540 4541, 455, 282 & 194, and (ii) 4 Cottahs 18 sq.ft. (06.65 decimals), more or less comprised in R.S. Dag No.1451 corresponding to the L.R. Dag No.3506, under L.R. Khatian No. 2836, both lying situated in Mouza- Bandhgora, J.L. No. 100, Sub-Division, P.S. and Additional District Sub-Registration Office- Bolpur, District Birbhum, morefully mentioned in Part-II of the Schedule A hereunder written, the entire 54 Cottahs 3 Chittacks and 38 sq.ft. is mutated in the record of Bolpur Municipality and numbered as Municipal Premises No. 745, Bandhgora Polly (South), Bolpur, Dist.- Birbhum – 731204, under Ward No.07 of the Bolpur Municipality, described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owner and the promoter have entered into a joint venture agreement dated 23rd February 2019 and registered with Additional Registrar of Assurances -IV, Kolkata in Book No. - I, Volume No. 1904-2019, Pages 99610 to 99649 Being No. 190402174 for the year 2019 as supplemented by Agreement between the Owners and the Promoter;

- B.** The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **ARSUDAY EVERA GARDEN** ("Project").
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D.** The Owner has obtained the final layout plan, sanctioned plan, specifications and approvals for Premises No. 745, Bandhgora Polly (South), Bolpur, Dist.- Birbhum – 731204, under Ward No.07 of the Bolpur Municipality. ("plans") The Promoter agrees and undertakes that it shall not make any changes to the approved/modified plans except in strict compliance with section 14 of the Act and other laws as applicable
- E.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- F.** The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____ on _____ floor in [tower/Rowhouse/block/Bungalow/building] no. _____ ("Building") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the Designated apartment is annexed hereto and marked as Schedule B) it being clarified that the proportionate share in the Land in respect of apartments in Premises No. 358 Jogendra Garden shall be conveyed by Owner No. 1, and in respect of Premises No. 358/1 Jogendra Garden shall be conveyed by Owner No. 2, and in respect Premises No. 359 Jogendra Garden shall be conveyed by Owner No. 3 and in respect Premises No. 360 Jogendra Garden shall be conveyed by the Owners collectively



- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. The additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- I. 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.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in para F.
- III NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in para G.
- 1.2 The Total Price for the Designated Apartment and appurtenances based on the carpet area is Rs. _____ (Rupees _____ only and Taxes of Rs. _____ ("Total Price") (Give break up and description):

Block/Building/Tower No. _____	Rate of Apartment per square feet. * (Package Price)
Unit No. _____ Type _____ Floor _____	
Exclusive balcony or verandah	
Exclusive Open Terrace	



Proportionate Common Area	
Preferential Location Charges	
Parking -1	
Parking – 2	
Total Price (in rupees) without Taxes	
Other Charges	As per Schedule
Taxes	The Goods & Service Tax and any other applicable tax on the Price shall be payable by the Allottee as per prevalent rates
Total Price (with Taxes) in Rupees	

* Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc. if/as applicable.

Explanation:

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

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

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



the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the 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 unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ___% 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 Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/modified 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.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.



Provided that the Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings or amenities and/or may against extra costs payable by the Allottee 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 Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond ___% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to allottee, the Promoter may demand the increased amount for upto 3% increase 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 agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.
- (i) The Allottee shall have exclusive ownership of the Designated Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. 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 and as per the rules made in this respect. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided within the Designated Apartment and the Project;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with _____ 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 as per Schedule E shall be available only for use and enjoyment of the Allottees of the Project.

- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages, if taken by the Promoter or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (if taken by the Promoter) and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) being part payment towards the Total Price of the Designated Apartment until or at the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **ARSUDAY EVERA GARDEN LLP** payable at Kolkata. The Owner and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them.

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

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



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

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Designated Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bolpur Municipality Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the said Designated Apartment-**



The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 30th June 2022 with a grace period upto 31st December 2022 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

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

- 7.2 Procedure for taking possession** - The Promoter, upon obtaining the completion certificate* from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate. Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate. Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the Designated Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Designated Apartment-

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated 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 and all



taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

- 7.4 Possession by the Allottee** - After obtaining the completion certificate* and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

- 7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee 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.

- 7.6.1** Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Designated Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.



8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;
- (iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owners/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered 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 Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the *force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:

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

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along



with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules ;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Owner and the Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate* to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT



The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have right 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 of Allottees and/or maintenance agency to enter into the Designated 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 Service Areas: The service areas if any located within Vindhya Serenity shall be ear-marked for purposes such as parking spaces and services including but not limited to DG set, underground water tanks, service room in premises No. 358/1 Jogendra Garden, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated 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 Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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 façade 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 Designated 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 Designated Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment .

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with _____ the _____ provisions _____ of _____ the _____ [Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in _____



20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee 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 understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated 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 Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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



25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

_____ Name of Allottee

_____ (Allottee Address)

ARSUDAY EVERA GARDEN LLP -Promoter Name



12, Ho Chi Minh Sarani, Post Office Middleton Row, Police Station Shakespeare Sarani, District Kolkata-700071 (Promoter Address)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IV. **IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

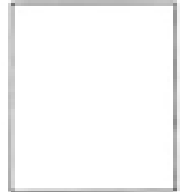


Allottee: (including joint buyers)



(1) Signature _____
Name _____
Address _____

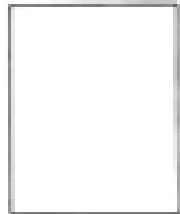
(2) Signature _____
Name _____
Address _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____



At _____ on _____ in the presence of:

WITNESSES :

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____



SCHEDULE 'A'

- PLEASE INSERT DESCRIPTION OF THE DESIGNATED APARTMENT AND PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

1. **DESIGNATED APARTMENT :** ALL THAT the flat/rowhouse/bungalow being Unit No. _____ containing a carpet area of ____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of ____ Square feet more or less on the __ floor of the Tower of the Project at the said Land.

2 **PARKING:** _____

3 **SAID LAND: PART-I**

3.1 **ALL THAT** a land measuring area **83 decimals** (i.e. 50 Cottahs 03 Chittacks 20 sq.ft.) more or less recorded in the record of B.L.& L.R.O. Bolpur as R.S. Plot" No. 1453 corresponding to new L.R. Plot No. 3514, in R.S. Khatian No. 195, 1082, L.R. Khatian No. 7600, 7601, 7602, 7603, 788, 3507, 4539, 4540 4541, 455, 282 & 194, and **ALL THAT** piece and parcel of land measuring an area of **06.65 decimals**, (i.e.4 Cottahs 18 sq.ft.) more or less comprised in R.S. Dag No.1451 corresponding to the **L.R. Dag No.3506**, under L.R. Khatian No. 2836, both lying situated in Mouza- Bandhgora, J.L. No. 100, Sub-Division, P.S. and Additional District Sub-Registration Office- Bolpur, District Birbhum, collectively measuring **89.65 Decimal** (i.e. 54 Cottahs 3 Chittacks 38 sq.ft.)more or less, Municipal Premises No. 745, Bandhgora Polly (South), under Ward No. 07 Bolpur Municipality, Bolpur, Birbhum -721304 and the Land is butted and bounded as follows:-

ON THE NORTH	70'ft. wide Bye Pass Road, R.S. Plot No. 1454, 1458 & 1452 ;
ON THE EAST	NALA & R.S. Plot No. 1456 & 1457;
ON THE SOUTH	NALA & R.S. Plot No. 1455 ;
ON THE WEST	Municipal Road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was called known numbered described or distinguished.

SCHEDULE A-1

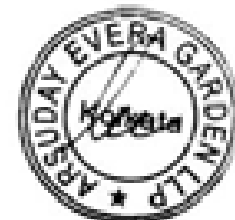
CHAIN OF TITLE:

1.1 **WHEREAS** Kamalaksha Ghosal, Krishna Kinkar Ghosal, Ram Kinkar Ghosal, Khudiram Ghosal and Nitya Gopal Ghosal of Banghgora Bolpur, ~~was~~ the absolute



owners of sixteen annas share of the piece and parcel of land measuring 83 decimal in R S Plot No. 1453, recorded in R.S. Khatian No. 195 and 1082 of Mouza Bandhgora, P.S. Bolpur, Dist. - Birbhum.

- 1.2 **AND WHEREAS** Kamalaksha Ghosal bequeaths his share in the above property to his only son Asit Kumar Ghosal.
- 1.3 **AND WHEREAS** after the death of Asit Kumar Ghosal, his share in the above property devolved upon his wife Manjusree Ghosal and three sons Amit Ghosal, Sumit Ghosal and Sujit Ghosal.
- 1.4 **AND WHEREAS** after the death of Krishna Kinkar Ghosal his share in the above property devolved upon his four sons Amiya Kumar Ghosal, Prodyot Kumar Ghosal, Bidyut Kumar Ghosal and Biman Kumar Ghosal in equal share.
- 1.5 **AND WHEREAS** Amiya Kumar Ghosal died leaving behind his sons Tapan Kumar Ghosal, Santanu Ghosal and only daughter Dipali Bhattacharya who become the joint owner of their predecessor Amiya Kumar Ghosal.
- 1.6 **AND WHEREAS** after the death of Prodyot Kumar Ghosal his share in the above Property devolved upon his wife Sadhana Ghosal, Two sons Goutam Kumar Ghosal, Ujjal Kumar Ghosal and only daughter Sutapa Mukhopadhyay.
- 1.7 **AND WHEREAS** after the death of Biman Kumar Ghosal his share in the above Property devolved upon his wife Nandita Ghosal, one son Debashis Ghosal and only daughter Piyali Batabyal.
- 1.8 **AND WHEREAS** during his life time Ram Kinkar Ghosal has gifted his entire share in the above mentioned property in R.S. Dag No. 1453 corresponding to new L.R. Dag No. 3514 to Subrata Kumar Ghosal by way of registered deed of Gift being no. 5895 for the year 1992 dated 13.05.1992 of Mouza Bandhgora.
- 1.9 **AND WHEREAS** after the death of Subrata Kumar Ghosal his share in the above Property devolved upon his wife Suparna Ghosal and mother Gita Rani Ghosal.
- 1.10 **AND WHEREAS** after the death of Khudiram Ghosal his share in the above Property devolved upon his three sons Shiba Prasad Ghosal, Shib Sankar Ghosal and Subir Ghosal.
- 1.11 **AND WHEREAS** after the death of Biman Kumar Ghosal his share in the above Property devolved upon his wife Banani Ghosal, Subhojit Ghosal and Soumajit Ghosal.
- 1.12 **AND WHEREAS** As per the Will and Probate of Nitya Gopal Ghosal his share in the above property devolved upon Ashis Kumar Ghosal, Ashim Kumar Ghosal and Amalendu Ghosal.



- 1.13 AND WHEREAS the aforementioned Manjusree Ghosal and 24 others become the absolute joint owners in respect to their respective shares in the property in R.S. Dag No. 1453 corresponding to new L.R. Dag No. 3514.
- 1.14 AND WHEREAS by a Deed of Conveyance dated 19.10.2011, duly registered in the office of Additional District Sub Registrar, Bolpur being deed no. 07960 for the year 2011, recorded in Book I, Volume No. 23, pages from 2742 to 2779 the said Manjusree Ghosal and 24 others transferred the right, title and authority of All That piece and parcel of land measuring an area of 83 decimals (i.e. 50 Cottahs 03 Chittacks 20 sq.ft.) more or less recorded in the record of B.L. & L.R.O. Bolpur as R.S. Plot No. 1453 corresponding to new L.R. Plot No. 3514, in R.S. Khatian No. 195, 1082, L.R. Khatian No. 7600, 7601, 7602, 7603, 788, 3507, 4539, 4540 4541, 455, 282 & 194 lying and situated at Mouza – Bandhgora, J.L. 100, P.S. Bolpur, District – Birbhum to Sri Dinu Das, Sri Binu Das, Sri Rinu Das, Sri Bishwajit Das, Sri Naresh Das, Sri Paresh Das, Sri Swadhin Das and Smt. Namita Das.
- 1.15 AND WHEREAS by a Deed of Conveyance dated 19.10.2011, duly registered in the office of Additional District Sub Registrar, Bolpur being deed no. 07976 for the year 2011, recorded in Book I, CD Volume No. 23, pages from 3029 to 3049 the said Sri Dinu Das, Sri Binu Das, Sri Rinu Das, Sri Bishwajit Das, Sri Naresh Das, Sri Paresh Das, Sri Swadhin Das and Smt. Namita Das transferred the right, title and authority of All That piece and parcel of land measuring an area of 83 decimals (i.e. 50 Cottahs 03 Chittacks 20 sq.ft.) more or less recorded in the record of B.L. & L.R.O. Bolpur as R.S. Plot No. 1453 corresponding to new L.R. Plot No. 3514, in R.S. Khatian No. 195, 1082, L.R. Khatian No. 7600, 7601, 7602, 7603, 788, 3507, 4539, 4540 4541, 455, 282 & 194 lying and situated at Mouza – Bandhgora, J.L. 100, P.S. Bolpur, District – Birbhum to Goldmoon Exports Private Limited, the Owner herein.
- 1.16 AND WHEREAS one Satkari Mondal, son of Late Gadadhar Mondal of Bolpur Bandhgora under P.S. Bolpur was the absolute owner of the piece and parcel of land comprised in R.S. Dag No. 1451, under R.S. Khatian No. 752, lying and situated at Mouza – Bandhgora, J.L. No. 100, P.S. Bolpur, Under Sub Registry office ADSR, Bolpur, District – Birbhum.
- 1.17 AND WHEREAS by a registered Deed of Gift executed on 08.07.1975 and duly registered on 14.07.1975 at Sub Registration office, Bolpur being deed no. 9924 for the year 1975, recorded in Book I, Volume No. 95, pages from 242 to 243 the said Sri Satkari Mondal transferred the right, title and authority of All That piece and parcel of land measuring an area of 15 decimals of R.S. plot No. 1451 alongwith other plots comprised in Khatian No. 752, lying and situated at Mouza – Bandhgora, J.L. 100, to Sri Lalit Kumar Mondal and Sri Sunil Kumar Mondal both are son of Basanta Kumar Mondal of Bolpur, Bandhgora.
- 1.18 AND WHEREAS being a rightful owner and possessor Sri Lalit Kumar Mondal enjoyed a specific 07.50 decimals of land of R.S. plot no. 1451 and mutated his name in the office of the B.L. & L.R.O. Bolpur, and the same is recorded in the record of the B.L. & L.R.O., Bolpur as L.R. Dag No. 3506, L.R. Khatian No. 2386, lying and situated at Mouza – Bandhgora, J.L. No. 100, P.S. Bolpur, Dist.- Birbhum



- 1.19 **AND WHEREAS** thereafter, the said Sri Lalit Kumar Mondal died leaving behind his wife Smt. Urmila Mondal & his only son Hara Prosad Mondal as his only legal heirs, who stepped into the shoes of their predecessor Lalit Kumar Mondal.
- 1.20 **AND WHEREAS** thus Smt. Urmila Mondal and Hara Prosad Mondal became the sole and absolute owner having absolute right, title, authority and till date have possession and sufficiently entitled to All That the Land measuring an area of 06.65 decimals be a little more or less comprised in R.S. Dag No. 1451 corresponding to the L.R. Dag No. 3506, under L.R. Khatian No. 2836, lying and situated at Mouza – Mouza – Bandhgora, Bolpur, Dist.- Birbhum.
- 1.21 **AND WHEREAS** by a Deed of Conveyance dated 18.10.2011, duly registered in the office of Additional District Sub Registrar, Bolpur being deed no. 07970 for the year 2011, recorded in Book I, CD Volume No. 23, pages from 2938 to 2953 the said Smt. Urmila Mondal and Hara Prosad Mondal transferred the right, title and authority of All That piece and parcel of land measuring an area of 06.65 decimals be a little more or less comprised in R.S. Dag No. 1451 corresponding to the L.R. Dag No. 3506, under L.R. Khatian No. 2836, lying and situated at Mouza – Mouza – Bandhgora, Bolpur, Dist.- Birbhum to Goldmoon Exports Private Limited, the Owner herein.
- 1.22 **AND WHEREAS** by virtue of aforementioned two deed of conveyances being nos.7976 and 7960 both for the year 2011 became the sole and absolute owner having absolute right, title, authority and till date have possession and sufficiently entitled to (i) ALL THAT a land measuring area 83 decimals (i.e. 50 Cottahs 03 Chittacks 20 sq.ft.) more or less recorded in the record of B.L. & L.R.O. Bolpur as R.S. Plot No. 1453 corresponding to new L.R. Plot No. 3514, in R.S. Khatian No. 195, 1082, L.R. Khatian No. 7600, 7601, 7602, 7603, 788, 3507, 4539, 4540 4541, 455, 282 & 194, and (ii) ALL THAT piece and parcel of land measuring an area of 06.65 decimals, (i.e.4 Cottahs 18 sq.ft.) more or less comprised in R.S. Dag No.1451 corresponding to the L.R. Dag No.3506, under L.R. Khatian No. 2836, both lying situated in Mouza- Bandhgora, J.L No. 100, Sub-Division, P.S. and Additional District Sub-Registration Office- Bolpur, District Birbhum, collectively measuring 89.65 Decimal (i.e. 54 Cottahs 3 Chittacks 38 sq.ft.)more or less, Municipal Premises No. 745, Bandhgora Polly (South), under Ward No. 07 Bolpur Municipality, Bolpur, Birbhum -721304.
- 1.23 **AND WHEREAS** the Vendor has caused to be mutated its names in the records of the Bolpur Municipality and the Block Land and Land Reforms Office and are seized and possessed of the said Land.
- 1.24 **AND WHEREAS** the Owner in common decided to carry out development of the said Land through a specialist real estate Promoter and pursuant to the said decision the Vendor appointed the Promoter therefor and granted to the Promoter all rights and authority to develop or cause to be developed the said Land into the Project with rights to grant or transfer the Units and other transferable areas in the manner mentioned therein. Under the said Development Agreement it was further, inter alia, agreed between the Owner and the Promoter as follows:-
- (a) the Respective Owner and the Promoter inter alia, agreed to share the price receivable from sale of Units and other saleable areas in the ratio of 15:85 i.e.



to say the price receivable in respect of the same shall be shared between the Owner and the Promoter in the ratio of 15:85.

- (b) the entire price would be paid by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Respective Owner and the Promoter shall pay to the Owner the share of the Owner in the same as provided for therein.
 - (c) The Owner agreed, thereunder, inter alia, to join in as party to the agreements for sale through their constituted attorney that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings in the Project the Owner would complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the Designated Apartment.
- 1.25 The plans for construction of the Buildings in the Project has been sanctioned by the Bolpur Municipality vide Building Basic Sanction No. BM/BP/S/169 dated 27th June 2012, Revalidation No. BM/BP/REV - 66 dated 10th May 2018 and Revised Sanction No. BM/BP/REVI -S/50 dated 17th December 2018.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
 - a. "this agreement" shall mean the Agreement and Schedules all read together.
 - b. "Co-owners" shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
 - c. "sanctioned plan" shall mean the plans for construction of the Buildings in the Project sanctioned by the Bolpur Municipality vide Sanction No. BM/BP/S/169 dated 27th June 2012, Revalidation No. BM/BP/REV - 66 dated 10th May 2018 and Revised Sanction No. BM/BP/REVI -S/50 dated 17th December 2018.
 - d. "Respective Owners" shall in case the Designated Apartment be situated at the Owners Provided that where the context relates to Common Areas which are common to the whole Project, then shall mean all the Owners.
 - e. "other exigencies" shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.



- f. **"Scheduled date"** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
- g. **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
- h. **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
- i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
2. The Tax Deductible at Source under the Income Tax Laws, if applicable, shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law, The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
3. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
4. The Promoter hereby expressly notify the Allottee that until any instruction to the contrary given in writing by the Owner and the Promoter, jointly to the Allottee, the Allottee shall make payment of the Total Price, Extras and Deposits and all other amounts payable hereunder to the Promoter and any receipt given by the Promoter shall bind both the Promoter and the Owner herein.
5. The Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be deemed to be part of



the Common Areas by the Allottee either independently or in common with any other Co-owner

6. The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
7. The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act.
8. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Bolpur Municipality and upon complying with the applicable provisions of the Act and/or Rules.
9. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
10. Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:
 - 10.1.1 proportionate share of the costs charges and expenses for procuring electricity connection for the Project including the costs and expenses of transformer (if installed), LT Panel, Cabling, Meter and related installation costs.
 - 10.1.2 All taxes, levies, betterment fees, development charges etc., if so payable at any time hereafter under any statute rules and regulations on the said Land and/or the Designated Apartment and/or the Buildings in the Project or on the construction or transfer of the Designated Apartment envisaged hereunder and the same shall be payable by the Allottee wholly if the same relates to the Designated Apartment and otherwise proportionately and such payment shall be made to the Promoter and/or to any authority as the Promoter may require within 7 days of being demanded in writing by the Promoter.
 - 10.1.3 Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
 - 10.1.4 Goods and Service Tax on the above amounts.



11. Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:
- 11.1 Security Deposit and the expenses as may be required by WBSEB or other electricity provider for individual meter in respect of the Designated Apartment directly with WBSEB or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.
- 11.2 The Allottee shall deposit and/or keep deposited with the Promoter a sum of Rs. _____/-, towards maintenance deposit;
- 11.3 The Allottee shall pay to the Promoter a non refundable sum of Rs. _____,00 towards provisional Sinking fund.
12. The Deposits paid to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
13. The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving intimation for possession from the Promoter. The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
14. Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
15. The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
16. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
17. The Allottee may only after a period of 12 (twelve) months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the lump sum of Rs. _____/- (Rupees one lakh fifty thousand) only, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Owners and the Promoter as the Allottee of the Designated Apartment. Any such nomination or transfer shall be subject to there being no restriction or prohibition under the laws for the time being in force and shall be at the sole risk and costs of the Allottee and shall be subject to the terms conditions agreements and covenants contained hereunder and thenceforth



be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum of Rs. _____/- in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter may become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

18. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 12 (twelve) months from the date of the Completion Certificate
19. The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
20. **AREA CALCULATION:**
- 20.1 **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- 20.2 **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- 20.3 **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- 20.4 **Proportionate Common Area:** The proportionate share of the Common areas attributable to the Designated Apartment is undivided ___ Square feet more or less.
- 20.5 **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is ___ Square feet more or less.



21. The Promoter has taken/may take loans/construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.
22. In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone
23. Unless changed by the Promoter, Messrs. Shayan De of Flat-8, 1st Floor, 33B Lake Avenue, Kolkata-700026 shall be the Architect for the Project.
24. The Project shall bear the name "ARSUDAY EVERA GARDEN" or such other name as be decided by the Promoter from time to time. The Blocks shall also bear such name as be decided by the Promoter from time to time. The name of the building cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT



SCHEDULE 'C' - PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

- (i) 10%** of the consideration equivalent to Rs. _____ as booking amount at or before the execution hereof;
- (ii) 50%** of the consideration equivalent to Rs. _____ as further earnest money within 30 days from the date of execution hereof ;
- (iii) 10%** of the consideration equivalent to Rs. _____ as further earnest money within 7 days on completion of Brick work of the Designated Apartment;
- (iv) 10%** of the consideration equivalent to Rs. _____ as further earnest money within 7 days on completion of Plaster of the Designated Apartment;
- (iii) 10%** of the consideration equivalent to Rs. _____ as further earnest money within 7 days on completion of flooring of the Designated Apartment;
- (iv) 10%** of the consideration equivalent to Rs. _____ being the balance consideration within 30 days of receiving intimation of construction of the Designated Apartment from the Promoter.

****Plus applicable taxes**



SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).

1. Interior Finish : Wall Plaster of Paris

2. Flooring : Bedrooms - Vitrified tiles
 - : Living/Dining - Vitrified tiles
 - : Balcony - Vitrified tiles
 - : Staircase Landing- Marble/Granite tiles / Vitrified tiles
 - Stairs- Vitrified tiles/Kota/Marble
 - : Floor lobby with Vitrified tiles/Marble Tiles
 - : Lift fascia of granite/Vetrified tiles.

3. Kitchen : Flooring - Ceramic anti-skid tiles
 - : Granite Counter
 - : Stainless steel sink
 - : Dado of ceramic tiles upto 3 ft above the counter / platform
 - : Electrical point for refrigerator, water purifier, microwave
 - : chimney or exhaust fan
 - : Provision for exhaust

4. Toilet : Anti skid ceramic tiles in flooring
 - : Toilet Walls – Dado glazed tiles on the Walls upto door level
 - : Premium quality sanitary fittings
 - : Premium quality CP fittings
 - : Electrical point for geyser & exhaust fan
 - : Plumbing provision for hot / cold water line

5. Doors & Windows: Main door – Flush door
 - : Internal doors – Flush doors
 - : Windows – Anodized aluminum sliding windows
 - : M S Grill in window at extra cost



- 6 **Electricals** :Provision for Split AC points
 :Provision for cable TV, telephone + broadband wiring
 :Sufficient No. of plug points in all bedrooms, living / dining

 :Concealed copper wiring with central MCB of reputed brands

 :Door bell point at the main entrance door

 :Modular switches of reputed brands
- 7 **Balcony** : MS railing up to 1meter Height

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).

1. AMENITIES, FACILITIES:

1.1 Common Areas at the Building in which the Designated Apartment is situated:

- 1.1.1 Staircases, landings and passage and stair-cover on the ultimate roof.
- 1.1.2 Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the one lift of the Said Building.
- 1.1.3 Lift, with machineries accessories and equipments and lift well for installing the same in the Said Building.
- 1.1.4 Electrical installations with main switch and meter and space required therefor.
- 1.1.5 Ultimate open to sky space on the ultimate Roof of the Said Building.
- 1.1.6 Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- 1.1.7 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- 1.1.8 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Said Building.

1.2 Common Areas at the Project:

- 1.2.1 Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- 1.2.2 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 1.2.3 Underground water reservoir
- 1.2.4 Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the Buildings in the Project.
- 1.2.5 Water waste and sewerage evacuation pipes and drains from the Buildings in the Project to the municipal drains.



1.2.6 Boundary wall and gate and Security Room

1.2.7 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

1.3 **SPECIFICATIONS:**

1.3.1 External Finish : All guard water proof base paint

1.3.2 Lift : LT elevator or equivalent

1.4 **EXTRACURRICULAR FACILITY:** The Promoter proposes to erect , install and/or make available a club house, hereinafter referred to as "the EC Facility" (which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land.

1.4.1 On the EC Facility becoming functional, the Purchaser shall pay all charges for such use as may be prescribed by the Maintenance In Charge and comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. It is expressly agreed and clarified that the use of the EC facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies for maintenance specializing in the relevant tasks. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident damage or untoward incident while enjoying any EC facility by the Purchaser or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge in writing and the Promoter or the Maintenance In-charge shall be at liberty to refuse the same without assigning any reason thereof.

1.4.2 The EC Facility may be used by the Purchaser and its family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the EC Facility, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E1

(HOUSE RULES)

HOUSE RULES: The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.



2. Unless the right of parking is expressly agreed to be granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land)
3. In case the Allottee has applied for facility of parking motor car/two wheeler and has been allotted the said Facility and is so specifically mentioned in Clause 2 of the Schedule A hereinabove written, the facility of such parking shall be subject to the following conditions:-
 - 3.1. the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - 3.2. the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space (but not exceeding 120 square feet and/or two wheeler, as the case may be. In case the Allottee has been granted any Parking Facility for motor car as specifically mentioned in Clause 2 of the Schedule A hereinabove written, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
 - 3.3. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
 - 3.4. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - 3.5. The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - 3.6. This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - 3.7. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
 - 3.8. The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
4. In case the Allottee has not been agreed to be granted any Parking Facility, the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever



5. **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following:
- (i) All works shall be done and in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and other authorities and with minimum noise and the Allottee shall ensure that no disturbance or annoyance to the other Co-owners;
 - (ii) The Allottee shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and there shall be regular clearing of all debris arising out of the Fitout works;
 - (iii) The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Apartment.
 - (iv) The Allottee shall be responsible for all consequences, losses of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee in carrying out any condition and stipulation mentioned herein.
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other block or building at the said Land except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the places provided therefor in the Designated Apartment.
9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings in the Project passing through the Designated Apartment or the common areas for the purpose of making channelling or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables



- and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the New Building or any part thereof.
11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
 12. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the New Building or the said Land save the battery operated inverter inside the Designated Apartment.
 13. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
 14. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
 15. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
 16. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings in the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
 17. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
 18. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
 19. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings in the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
 20. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the New Building or may cause any increase in the premia payable in respect thereof.



21. not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
22. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
23. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
24. to maintain at his own costs, the Designated Apartment in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Bolpur Municipality, WBSEB, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
25. not to alter the outer elevation or façade or colour scheme of the Buildings in the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings in the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
26. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
27. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
28. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners
- 30 To allow and permit the Promoter the following rights and authorities:-
 - (i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit 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 primarily for the use of the Co-owners (but with



possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

- (ii) The Owners and the Promoter shall at their sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground level area and/or any portion of the Buildings at the Project in such manner as they or any of them may deem fit and proper.

31 The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

- (i) Property tax and/or Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Apartment directly to the Bolpur Municipality, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E-2 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges ~~Rs. 3/-~~ Rs. 3/-



- (Rupee three) only per Square foot per month of the built-up area of the Designated Apartment. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
32. All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Designated Apartment **Provided That** any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default
33. The amount mentioned in clause 31 (v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
34. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
35. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.
36. The Allottee shall be and remain responsible for and to indemnify the Owners and the Promoter and the Association against all damages costs claims demands and



proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners or the Promoter 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 non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

SCHEDULE E-2

Common Expenses shall include the following ("Common Expenses"):

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



8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter and/or the Association for the common purposes.

ARSUDAY EVERA GARDEN LLP


Designated Partner