

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this the \_\_\_\_\_ day of \_\_\_\_\_ **TWO THOUSAND AND EIGHTEEN**

**BETWEEN**

**BENGAL EMAMI HOUSING LIMITED (PAN AADCB7278B)**, a joint sector company incorporated in accordance with the provisions of the Companies Act 1956 has extended by the Companies Act 2013 having its registered office situated at 97A, Southern Avenue, Kolkata – 700 029, P.S. – Tollygunge, P.O. – Sarat Bose Road and represented by its Authorised Signatory \_\_\_\_\_, S/O \_\_\_\_\_ hereinafter referred to as the **DEVELOPER/SELLER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FIRST PART**

**AND**

i) ..... having PAN – ..... s/o .....  
residing at \_\_\_\_\_ Kolkata - \_\_\_\_\_,  
P.O. - \_\_\_\_\_, P.S. – \_\_\_\_\_, and ii) \_\_\_\_\_ having PAN  
- \_\_\_\_\_ **wife** of \_\_\_\_\_ residing at  
\_\_\_\_\_, Kolkata - \_\_\_\_\_, P.O. - \_\_\_\_\_,  
P.S. – \_\_\_\_\_, hereinafter referred to as the **PURCHASER(s)** (which term  
or expression shall unless excluded by or repugnant to the subject or context be deemed to  
mean and include his/her heirs, legal representatives, executors, administrators and assigns)  
of the **SECOND PART**

**AND**

**WEST BENGAL HOUSING BOARD** a body corporate incorporated in accordance with the  
provisions of the West Bengal Housing Board Act 1972 (W.B. Act XXXII of 1972 together  
with up-to-date amendments of the Act) having its office situated at No.105 Surendra Nath  
Banerjee Road, Kolkata 700 014 and represented by its constituted attorney Bengal Emami  
Housing Limited represented by its Director Rajesh Bagaria having been duly authorized in  
pursuance of a registered power of attorney dated 18<sup>th</sup> December 2015 registered at the  
office of Additional Registrar Assurances-III, Kolkata in Book No. IV Volume No.1903-2016  
Pages 10812 to 10835 Being No.190300374 for the year 2016 hereinafter referred to as the  
**HOUSING BOARD** (which term or expression shall unless excluded by or repugnant to the  
subject or context be deemed to mean and include its successor and/or successors in  
office/interest and assigns) of the **THIRD PART**

**WHEREAS:**

- A)** West Bengal Housing Board is a body corporate having been incorporated in  
accordance with the provisions of the West Bengal Housing Board Act 1972 (W.B. Act  
XXXII of 1972 together with up-to-date amendments of the Act) and has been  
nominated by the Government of West Bengal to embark on the development of  
Housing Projects on a large scale in urban as well as rural area of West Bengal.
- B)** In furtherance of the policy of the Government of West Bengal, for the purpose of  
setting up a large township at Rajarhat on the eastern side of Kolkata being New  
Town, Kolkata in pursuance of a **Notification No. 74-HI/HG/NTP/2L-9/99 (Pt-  
1) dated 5<sup>th</sup> February 2010** the Government of West Bengal had settled amongst  
others ALL THAT the various pieces and parcels of land containing by estimation an  
area of 5 acres in New Town, Kolkata (more fully and particularly mentioned and

described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **ENTIRE PROPERTY**).

- C)** A Development Agreement dated 24<sup>th</sup> August 2010 has been executed by Housing Board in favour of the **DEVELOPER/SELLER** and in pursuance of the said Agreement the **DEVELOPER/SELLER** herein has become entitled to undertake the said Housing Project (hereinafter referred to as Project SwanCourt) on the said Entire Property for the consideration and subject to the terms and conditions contained and recorded in the said Agreement dated 24<sup>th</sup> August 2010 (hereinafter referred to as the DEVELOPMENT AGREEMENT)
- D)** By an agreement dated 3<sup>rd</sup> December 2015 entered into between the Housing Board and the **DEVELOPER/SELLER** herein, time for completion of the said Project SwanCourt has been extended by five years from the date of execution of the said Agreement dated 3<sup>rd</sup> December 2015 (hereinafter referred to as the **EXTENSION AGREEMENT**)
- E)** For the purpose of giving effect to the said Development Agreement, the Housing Board has also executed a registered Power of Attorney dated 18<sup>th</sup> December 2015 which has been registered at the office of the Additional Registrar of Assurances-III, Kolkata in Book No. IV, Volume No. 1903-2016 Pages 10812 to 10835 Being No. 190300374 for the year 2016.
- F)** The **DEVELOPER/SELLER** has caused a map or plan to be sanctioned by the authorities concerned being No. 2416/NKDA/BPS-02/2014 dated 11.05.2016 (hereinafter referred to as the PLAN) whereby the **DEVELOPER/SELLER** has become entitled to undertake construction of a Project SwanCourt in accordance with the said Plan. The expression "plan" shall mean and include all modifications and/or alterations made thereto from time to time and sanctioned by the authorities concerned.
- G)** The said Project SwanCourt has been divided into three segments namely
- i) **Lower Income Group Segment or LIG Segment** (hereinafter referred to as **Asha**) is to comprise of 6 (six) Towers where each tower to comprise of ground plus four upper floors and in aggregate to comprise of 110 flats/ units /apartments /constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
  - ii) **Middle Income Group or MIG Segment** (hereinafter referred to as **Abhilasha**) which again is to comprise in two sub segments namely LMIG (Lower Middle Income Group) and UMIG (Upper Middle Income Group)

comprise of 2 (two) towers of ground plus twelve upper floors and each tower to comprise of 55 flats i.e. in aggregate 110 flats/units/apartments and car parking spaces capable of being held and/or enjoyed independently of each other

- iii) **Higher Income Group Segment or HIG Segment** (hereinafter referred to as **Akansha**) to comprise of 4 (Four) towers of ground plus thirteen upper floors and 1 (One) tower of ground plus twelve upper floors and in aggregate to comprise of 220 flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
- iv) The said Asha, Abhilasha and Akansha will have different parts and portions of land designated for each segment and the Asha and Abhilasha will have a common entrance and so far as the Akansha is concerned it will have a separate entrance (situation whereof is shown and delineated in the map as annexed hereto in **Annexure 1** and bordered in **RED thereon**).

**H)** Pursuant to and in terms of the said Development Agreement and Extension Agreement, the **DEVELOPER/SELLER** has started construction of the Project SwanCourt on the said Property.

**I)** In pursuance of the said Development Agreement and Power of Attorney the **DEVELOPER/SELLER** has availed of construction finance (hereinafter referred to as the **CONSTRUCTION FINANCE**) from Axis Bank Limited (hereinafter referred to as the **BANK**) and for the purpose of securing the repayment of such construction loan including the interest and other amounts the **DEVELOPER/SELLER** has created an equitable mortgage over and in respect of the Project Land.

**J)** The **PURCHASER** is desirous of acquiring on ownership basis ALL THAT the Flat/Unit No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Building being Block \_\_\_\_\_ in **Akansha** containing by an estimation an area of \_\_\_\_\_ sq. ft. (standard built-up) (more or less) (hereinafter referred to as the said **FLAT**) **TOGETHER WITH ONE COVERED** car parking space (hereinafter referred to as **CAR AND TWO WHEELER PARKING SPACE/S**) **TOGETHER WITH** the undivided proportionate share in all common parts, portions, areas, facilities and amenities **AND TOGETHER WITH** the undivided indivisible proportionate share underneath the building where the said Flat is situated appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **FLAT AND THE PROPERTIES**

**APPUTENANT)** forming part of the **AKANSHA AREA** for the consideration and subject to terms and conditions hereinafter appearing.

- K)** The **PURCHASER** has gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed out herein. The parties confirm that they are signing this agreement with full knowledge of all laws, rules, regulations, notifications applicable to the project.
- L)** Relying on 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.
- M)** The parties are desirous of recording the same, in writing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

**1. ARTICLE I - REPRESENTATIONS AND WARRANTIES BY THE PURCHASER**

- 1.1 At or before the execution of this Agreement the **PURCHASER** has assured and represented to the **DEVELOPER/SELLER** that he/she:
- i) Inspected the said Development Agreement
  - ii) Inspected the Extension of Time agreement
  - iii) Inspected the Power of Attorney
  - iv) Acknowledges that each segment will remain completely independent of each other excepting certain Limited Common Elements are to be shared in common between the Asha and Abhilasha and that the Akansha will be independent having entrance and facilities.
  - v) is fully satisfied as to the terms and conditions of this agreement
  - vi) inspected the plan sanctioned by the authorities concerned
  - vii) Acknowledges that the right of the **PURCHASER** shall remain restricted to the said Flat and Land dedicated to Akansha
  - viii) Is satisfied as to the standard built up area comprised in the said Flat
  - ix) Satisfied as to the right of the **DEVELOPER/SELLER** to enter into this agreement
  - x) Has obtained independent legal opinion and based on that has agreed to enter into this agreement.

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

## **2. ARTICLE II - DEFINITIONS**

2.1 In this agreement the following expressions shall have the meanings as assigned to them as under:

- i) **ADVANCES** shall mean the various amounts agreed to be paid and/or advanced by the **PURCHASER** to the **DEVELOPER/SELLER** (details whereof will appear from the **FIFTH SCHEDULE** hereunder written)
- ii) **ADVOCATE** shall mean Shri R.L. Gaggar or such other person and/or firm of Advocates who may be appointed by the **DEVELOPER/SELLER** as its Advocate
- iii) **AGREEMENT** means this Agreement for Sale executed between the parties hereto and includes all annexure, recitals and schedules.
- iv) **ARCHITECT** shall mean:
  - Principal Architect: Architect Hafeez Contractor
  - Resident Architect: Sanon Sen & Associates Private Limitedor such person or firm of Architects who may be appointed by the **DEVELOPER/SELLER** as the Architect for the Project SwanCourt
- v) **AUTHORITY / AUTHORITIES** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rules or regulation making entity having or purporting to have jurisdiction on behalf of the Government of India or any State or other Subdivision thereof or any municipality, district or other subdivision thereof and any other municipal/local authority having jurisdiction over the said **PREMISES**.
- vi) **BALCONY** shall mean any part or portion protruding a particular flat/unit/apartment and the same shall form an integral part of such flat/unit/apartment and shall not form part of the common parts and portions.
- vii) **COMMON UTILITIES, AMENITIES AND FACILITIES** shall mean the various Common Utilities, Amenities and Facilities as are detailed out in Article VII hereafter
- viii) **DECLARATION** means any declaration submitted by the **DEVELOPER/SELLER** to the relevant government authority in accordance with the provisions of law.
- ix) **FORCE MAJEURE** means any event or combination of events or circumstances beyond the control of the **DEVELOPER/SELLER** (more

fully and particularly described in the Article XII as hereinafter appearing).

- x) **HOUSE RULES** shall mean the rules and regulations to be observed by all the Flat Owners as enumerated hereinafter in Article XI.
- xi) **LAND APPURTENANT** shall mean the piece and parcel of land forming part of the said Entire Property and dedicated to a particular segment
- xii) **LAW** means all laws, promulgated and brought into force and effect by Government of India, State Government of West Bengal and/or local authorities (having power under law) including any rules and regulations made there under by the Government, its agencies, local authorities, judgment, decree, injunctions, writs and orders of any court of law, as may be in force and effect during the subsistence of this agreement.
- xiii) **LIMITED COMMON ELEMENTS** shall mean such parts and/or portions of a particular block and/or building and/or segment forming part of the Akansha (more fully and particularly mentioned and described in Article VII as hereinafter stated)
- xiv) **NOMINATION CHARGES** shall mean the charges that may be levied on any transfer/assignment/nomination by the **PURCHASER** of an **APARTMENT/ FLAT/UNIT** before the sale deed is executed by the **DEVELOPER/SELLER**.
- xv) **OTHER CHARGES** shall mean the charges levied or leviable, now or in future, by whatever name called, with all such conditions imposed and includes Common Area Generator Charges, Recreation Centre Charges, Transformer and other Site Development Charges, CAM charges, Sinking Fund, legal costs, charges and expenses for the preparation of all necessary documents, including the Sale Deed in favour of the **PURCHASER** and also all charges, taxes towards betterment/development of PREMISES including amenities and also includes any further increase in such charges.
- xvi) **PARKING SPACE(S)** means the allotted parking space(s) which the **PURCHASER** may be permitted to use on a limited right to use basis only.

- xvii) PENTOUT TERRACE** shall mean the roof attached to a particular penthouse and shall form an integral part or portion of the said penthouse and shall not form part of the common parts and portions
- xviii) PERSON** shall mean any individual, partnership, association, joint stock company, **DEVELOPER/SELLER**, body corporate, private limited companies, limited companies, limited liability partnership, joint venture corporation, trust, unincorporated organization or government, or agency or sub-division thereof
- xix) SEGMENTS** shall mean the said three segments namely Asha, Abhilasha and Akansha
- xx) SPECIFICATIONS** shall mean and include the various materials/specifications to be used in construction of the said Project SwanCourt.
- xxi) STATE GOVERNMENT** shall mean the Government of West Bengal
- xxii) SAID "APARTMENT/FLAT/UNIT"** shall mean **APARTMENT/FLAT/UNIT** intended to be acquired by the **PURCHASER** (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written).
- xxiii) STANDARD BUILT UP AREA** shall comprise of the following:
- a. Carpet area in the covered area of the usable rooms at any floor (excluding the area of the walls and columns, if any)
  - b. Areas of all internal partitions/walls and columns, if any
  - c. Areas of all external walls and/or columns (common external walls between any 2 units to be considered as half width)
  - d. Apportioned share of all common areas, outside the unit but within the block/building, like stairways, lifts, all lobbies, corridors, fire refuge areas, stair cover/mumty rooms, lift machine rooms, common toilets (these are to be apportioned amongst all units within the same type of building/blocks only)
  - e. Apportioned share of all common facilities outside the blocks but inside the premises like UGR, STP, ESS, Goomtias etc.
- xxiv) TAXES** shall mean any and all taxes payable by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, educational cess, goods and service tax or any other taxes,

charges, levies by whatever named and called in connection with the development/construction of the said **APARTMENT/FLAT/UNIT**.

**xxv) TERRACE** shall mean such part or portion of a particular flat/unit/apartment attached to a particular flat which shall always remain open to sky and shall form an integral part of such flat/unit/apartment and will not form part of the common parts and portions.

**xxvi) THIRD PARTY** means any person who is not a signatory to this Agreement.

**xxvii) TOTAL CONSIDERATION AMOUNT** shall mean the various amounts agreed to be paid by the **PURCHASER** for acquiring the said Flat.

**xxviii) ULTIMATE ROOF** shall mean the ultimate roof of a particular block/building and not being any balcony and/or penthouse terrace whereon various facilities and/or installations are located and the same shall form part of the common parts and portions

## 2.2 Interpretations

In this Agreement (save to the extent that the context otherwise so requires):

- a) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
- b) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or innovated.
- c) An obligation of the **PURCHASER** in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- d) Words denoting Masculine gender shall include feminine and neutral genders as well.

- e) Words denoting singular number shall include the plural and vice versa.
- f) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- g) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- h) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- i) The Schedules shall have effect and be construed as an integral part of this agreement.

### **ARTICLE III – SALE AND TRANSFER**

3.1 The **DEVELOPER/SELLER** has agreed to Sell and Transfer and the **PURCHASER** has agreed to purchase and acquire on ownership basis ALL THAT the Flat/Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Building being Block/Tower No. \_\_\_\_\_ forming part of the said **Akansha** containing by estimation an area of \_\_\_\_\_ sq. ft. (standard built-up) (more or less) (hereinafter referred to as the said **FLAT**) **TOGETHER WITH ONE COVERED** car parking space (hereinafter referred to as the **CAR AND TWO WHEELER PARKING SPACE/S**) **TOGETHER WITH** the undivided proportionate share in all common parts portions areas facilities and amenities **AND TOGETHER WITH** the undivided indivisible proportionate share underneath the building where the said Flat is situated appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **FLAT AND THE PROPERTIES APPURTENANT**) for the consideration and subject to the terms and conditions hereinafter appearing.

- 3.2 The right of the **PURCHASER** shall remain restricted to the said Apartment/Flat/Unit, open spaces, if specifically allocated, open and/or covered car and/or two wheeler park area if allocated and the properties appurtenant thereto and the **PURCHASER** shall have no right nor shall claim any right over and in respect of any other Apartments/Flats/Units and/or open or covered spaces of building situated at the Akansha Complex.
- 3.3 It is made clear by the **DEVELOPER/SELLER** and the **PURCHASER** agrees that the said Apartment alongwith the car parking space shall be treated as a single indivisible unit for all purposes.

#### **ARTICLE IV**

#### **TOTAL CONSIDERATION AMOUNT**

- 4.1 In consideration of the above the **PURCHASER** has agreed to pay to the **DEVELOPER/SELLER** a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the **TOTAL CONSIDERATION AMOUNT**) and the said Total Consideration Amount includes:
- a. Cost of the Apartment
  - b. Proportionate share of the cost of the common parts and portions including Charges for Recreational Facilities, Generator for common areas
  - c. Allotment of the open/covered car parking space
  - d. Cost of the proportionate share in the land attributable and/or allocable to the said Apartment
- 4.2 The said **TOTAL CONSIDERATION AMOUNT** shall be paid in the manner as detailed out in the **FIFTH SCHEDULE** hereunder written (be designated by the **DEVELOPER/SELLER** in writing.
- 4.3 In addition to the Total Consideration Amount agreed to be paid by the **PURCHASER** as above, the **PURCHASER** shall also be liable and agrees to make payment of the amounts which may become due and payable on account of applicable Service Tax, Value Added Tax, Goods & Service Tax and all other statutory outgoings which may become payable in respect of the said Apartment
- 4.4 Time for payment is and shall remain as the essence of this Agreement.

- 4.5 All payments shall be made by the **PURCHASER** in the name of the **DEVELOPER/SELLER** at its aforementioned office or at such other place as may be designated against proper receipts being granted by the **DEVELOPER/SELLER** and such payment to be made only by a cheque/bank draft/demand draft/RTGS drawn in favour of the **DEVELOPER/SELLER** herein and in no event the **PURCHASER** shall be entitled to set up an oral agreement regarding any payment.
- 4.6 In the event of any default on the part of the **PURCHASER** in making payment of the **TOTAL CONSIDERATION AMOUNT** or any part thereof then and in that event in addition to any other right which the **DEVELOPER/SELLER** may have, **PURCHASER** shall be liable and the **DEVELOPER/SELLER** shall be entitled to interest at the rate of 18% per annum subject to what is hereinafter appearing.
- 4.7 The **PURCHASER** if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property etc. and provide the **DEVELOPER/SELLER** with such permissions, approvals which would enable the **DEVELOPER/SELLER** to fulfill its obligations under this Agreement. The **PURCHASER** agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the **PURCHASER** along shall be liable for any action under FEMA. The **PURCHASER** shall keep the **DEVELOPER/SELLER** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **PURCHASER** subsequent to the signing of this Agreement, it shall be the sole responsibility of the **PURCHASER** to intimate the same in writing to the **DEVELOPER/SELLER** immediately and comply with the necessary formalities if any under the applicable laws. The **DEVELOPER/SELLER** shall not be responsible towards any third party making payments, remittances on behalf of the **PURCHASER** and such third party shall not have any right in this Agreement/allotment of the said **APARTMENT/FLAT/UNIT** in any way and the **DEVELOPER/SELLER** shall issue the payment receipts in favour of the **PURCHASER** only.

- 4.8 The **DEVELOPER/SELLER** shall periodically intimate to the **PURCHASER** regarding payment of the amounts which may become due and payable in the manner as set out in the **Fifth Schedule** hereunder written
- 4.9 The **DEVELOPER/SELLER** shall also provide to the **PURCHASER** the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc have been imposed or become effective
- 4.10 The Total Consideration Amount is escalation-free, save and except increases which the **PURCHASER** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **DEVELOPER/SELLER** undertakes and agrees that while raising a demand on the **PURCHASER** for increase in development charges, cost/charges imposed by the competent authorities, the **DEVELOPER/SELLER** shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the **PURCHASER**, which shall only be applicable on subsequent payments.

#### **ARTICLE V - OTHER OR FURTHER CHARGES**

- 5.1 In addition to the Total Consideration Amount as above the **PURCHASER** shall also be liable to make payment of the following further amounts:
- i) Rs.150/- Per Sq.Ft. (Rupees One hundred fifty only) towards extra development charges for expenses of Electricity Connection, Installation of Transformer, Diesel Generator Power back-up for Common Amenities & Services and Recreational activities.
  - ii) Legal Charges at the rate of Rs.11,000/- (Rupees Eleven thousand only), out of which Rs.5,500 /- (Rupees Five thousand five hundred only) has been paid by the **PURCHASER** at the time of signing of this Agreement for Sale and the balance Rs.5,500/- (Rupees Five thousand five hundred only ) to be paid at the time of possession.
  - iii) Stamp Duty, Registration Charges, incidental Expenses, Government Taxes and Levies and any other miscellaneous charges to be paid by **PURCHASER** as applicable.

5.2 Before taking over possession of the said **APARTMENT/FLAT/UNIT** the **PURCHASER** shall be liable to make payment of the further following amounts:

- i) Sinking Fund to be paid @ Rs. 25 per sq. ft. at the time of possession (more fully described in **clause 5.5 hereinafter**).
- ii) Common Area Maintenance Charges (herein after referred to as CAM Charges) to be paid at the rate of Rs. 2/- (Rupees Two only) per sq. ft. per month totaling Rs. 24/- (Rupees Twenty-four only) per sqft for one year (**more fully described in Article VIII and FOURTH SCHEDULE hereinafter**). The said Common Area Maintenance charges are subject to increase from time to time at the sole discretion of the **Developer/Seller** till the Facility Management Company is employed / Holding Organisation is formed.

5.3 All the aforesaid charges including the deposits and advances in terms of this Agreement shall be paid at or before taking over possession of the said Flat.

5.4 In no event the **PURCHASER** shall be entitled to and agrees not to claim possession of the said Apartment/Flat/Unit without making payment of the entirety of the amount and other amounts as hereinbefore stated

## 5.5 **SINKING FUND**

5.5.1 Taking into account that there are various expenses to be incurred on account of capital expenditure for the purpose of maintaining and for replacement of various equipment and the common parts in the said Project SwanCourt, it is necessary that a Sinking Fund be created and the **PURCHASER** acknowledges that there is need for creation of a Sinking Fund which will ensure to the benefit of all the flat owners in the project.

5.5.2 Accordingly, The **PURCHASER** acknowledges that in addition to the payment of CAM Charges, taking into account the various installations and also the fact that the services are to be upgraded from time to time, the **PURCHASER** shall keep in deposit with the **DEVELOPER/SELLER** an amount more fully stated in Clause 5.2 hereabove, as and by way of Sinking Fund (hereinafter referred to as the **SINKING FUND**)

The said Sinking Fund shall be held by the DEVELOPER/SELLER free of interest and shall be made over to the Holding Organisation upon its formation.

Though not obligated but in the event of any amount lying in arrears on account of the CAM Charges or any amount which may become due and payable by the **PURCHASER** to the **DEVELOPER/SELLER** in terms of this agreement , the **DEVELOPER/SELLER** shall be entitled to adjust and appropriate the amounts lying in arrears out of such sinking fund and upon such adjustment and appropriation it shall be the obligation of the **PURCHASER** to replenish the said Sinking fund and amount making payment of the deficit amount the **PURCHASER** shall not be entitled to sell transfer alienate and/or let out the said apartment.

## **ARTICLE VI**

### **CONSTRUCTION AND COMPLETION**

- 6.1 The **PURCHASER** has seen the specifications of the Apartment and has accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority and the **DEVELOPER/SELLER** shall develop the Project in accordance with the said layout plans, floor plans and specifications and shall not make any variations and/or alterations subject to what is hereinafter stated
- 6.2 If at any time the **DEVELOPER/SELLER** shall make any variation and/or alteration to the said plan, the **DEVELOPER/SELLER** shall be entitled to do so, so long as it does not affect the Apartment/Flat intended to be acquired by the **PURCHASER** and the **PURCHASER** consents to the same and as such no further consent of the **PURCHASER** would be necessary and/or required and the **DEVELOPER/SELLER** shall be entitled to make such variations and/or alterations
- 6.3 During the period of construction, the **PURCHASER**, with prior permission of the **DEVELOPER/SELLER's** Project staff, shall enter the construction site with proper safety measures. The **DEVELOPER/SELLER** shall not be liable for any untoward incident or accident. The **DEVELOPER/SELLER's** project staff are to focus on timely and quality construction and are not expected to respond to the **PURCHASER's** unreasonable enquiries. No verbal assurances shall be considered to be a commitment made by the **DEVELOPER/SELLER** and only written

commitments made by an authorized representative of the **DEVELOPER/SELLER** shall be considered to have been made on behalf of the **DEVELOPER/SELLER**.

6.4 Unless prevented by circumstances beyond its control (Force Majeure, more fully described in Article XII) the **DEVELOPER/SELLER** shall construct erect and complete the said Apartment in a workmanlike manner within 30<sup>th</sup> June 2020 with a grace period of 9 months ending on 31<sup>st</sup> March 2021 (hereinafter referred to as the **COMPLETION DATE**)

6.5 If however the completion of the said Project is delayed due to Force Majeure conditions then the **PURCHASER** agrees that the **DEVELOPER/SELLER** shall be entitled to the extension of time for delivery of possession of the Apartment from the completion date, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The **PURCHASER** agrees and confirms that, in the event it becomes impossible for the **DEVELOPER/SELLER** to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the **DEVELOPER/SELLER** shall refund to the **PURCHASER** the entire amount received by the **DEVELOPER/SELLER** from the **PURCHASER** within 45 days from that date. After refund of the money paid by the **PURCHASER**, the **PURCHASER** agrees that he/she shall not have any rights, claims etc. against the **DEVELOPER/SELLER** and that the **DEVELOPER/SELLER** shall be released and discharged from all its obligations and liabilities under this Agreement.

#### 6.6 **PROCEDURE FOR TAKING OVER POSSESSION**

6.6.1 The said Apartment shall be deemed to have been completed if certified so by the Architect.

6.6.2 Immediately after the completion of the said Apartment the **DEVELOPER/SELLER** will give to the **PURCHASER** 15 days notice in writing to take over possession of the said Apartment (hereinafter referred to as the **POSSESSION NOTICE**) and within fifteen days from the date of receipt of such Possession Notice the **PURCHASER** shall be deemed to have taken over possession of the said Apartment and shall be liable to make payment of the proportionate share of maintenance charges as may be determined by the **DEVELOPER/SELLER** and upon formation

of the Holding Organisation by such Holding Organisation. At or before taking over possession, the **PURCHASER** shall be deemed to have found the flat / unit completed as per the specifications and fullest satisfied himself/herself/itself as to:

- i) The total standard built-up area comprise in the said Flat;
- ii) Location of the common parts and portions;
- iii) The workmanship and structural stability of the building;
- iv) Shall be deemed to have caused the said Flat to have been examined by his/her/its architect;

And has agreed not to raise any objection on any account whatsoever or howsoever

6.6.3 Failure on the part of the **PURCHASER** to take over Possession: Upon receiving a written intimation from the **DEVELOPER/SELLER** in the manner as hereinbefore stated the **PURCHASER** shall take possession of the said Apartment from the **DEVELOPER/SELLER** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **DEVELOPER/SELLER** shall give possession of the Apartment to the **PURCHASER**. In case the **PURCHASER** fails to take possession within the time as aforesaid, the **PURCHASER** shall continue to be liable to pay proportionate share of municipal rates & taxes and other outgoings including CAM charges as applicable.

6.6.4 **RIGHT TO ENTER THE APARTMENT FOR REPAIRS** : The **DEVELOPER/SELLER** / maintenance agency /Holding Organisation shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the **PURCHASER** agrees to permit the **DEVELOPER/SELLER/Holding Organisation PURCHASERs** and/or maintenance agency as the case may be to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

6.6.5 **Use of Podium and Service Areas:** The podium and service areas, if any, as located within the Akansha, shall be earmarked for purposes such as parking spaces and services and amenities including:

1. Swimming Pool;
2. Amphitheatre;
3. Kids Playing Area;
4. Multi-purpose Court;
5. Basket Ball Net;
6. Open to sky Cricket Net;
7. Gymnasium;
8. Air-conditioned Community Hall;
9. Walking and Jogging Track;
10. Indoor Games;
11. Multipurpose Lawn

and other permitted uses as per sanctioned plans. The **PURCHASER** shall not be permitted to use the services areas and the podium in any manner whatsoever, other than those earmarked as above and the same shall be reserved for use by the Holding organization for rendering maintenance services.

#### **ARTICLE VII – COMMON ELEMENTS – COMMON PARTS AND PORTIONS**

- 7.1 The entirety of the said Project SwanCourt is to comprise of several blocks and/or buildings each block and/or building to comprise of various self-contained flats, units, apartments, constructed spaces, car and two wheeler parking spaces including the land designated under each buildings.
- 7.2 In view of the fact that there are several blocks and/or buildings which is to comprise in the said Project SwanCourt, there are certain common parts, portions amenities and utilities which are designated for a particular Block/Building (hereinafter referred to as the LIMITED COMMON ELEMENTS) and there are certain parts, portions, amenities and utilities which are intended for common use and enjoyment for all the Flat owners of the said Project SwanCourt (hereinafter referred to as the GENERAL COMMON ELEMENTS).

7.3 The expression "Limited Common elements" shall mean and include the following:

- i) All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere
- ii) All structural floor assemblies including the underside of such assembly ceiling
- iii) All exterior walls of the Block including the exterior limestone façade of the building and the structural masonry walls
- iv) All windows, window frames, casements and mullions
- v) All central and appurtenant installations for services such as electricity, telephone, sewer, waste, water (including all pipes, ducts, wires, chutes, cables and conduits located in Common Parts & Portions or in **APARTMENT/FLAT/UNITs**) and all other mechanical equipment spaces (except those which are contained in any **APARTMENT/FLAT/UNITs** which serve or benefit all owners or other general Common Elements
- vi) All other facilities of the building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all **APARTMENT/FLAT/UNITs** or all **APARTMENT/FLAT/UNIT OWNERS**
- vii) Lobbies and staircases, Stair Head Room, Lift Machine Room, if any.
- viii) All walls (save inside wall of any flat) and main gate
- ix) Block Overhead water tanks
- x) Water pipes (save those inside any flat)
- xi) Wiring and accessories for lighting of Common Portions
- xii) Electrical Installations relating to meter for receiving electricity from Electricity Supply Agency Pump and motor
- xiii) Drains, sewers and pipes including the material surface drainage
- xiv) Ground Floor lobby
- xv) Common Toilets
- xvi) Green Area

7.4 The expression General Common Elements shall mean and include:

|   |                          |    |                           |
|---|--------------------------|----|---------------------------|
| 1 | CCTV surveillance        | 8  | Open to sky Cricket Net   |
| 2 | Water Treatment Plant    | 9  | Gymnasium                 |
| 3 | Sewerage Treatment Plant | 10 | Walking and Jogging Track |
| 4 | Amphitheatre             | 11 | AC Community Hall         |
| 5 | Swimming Pool            | 12 | Indoor Games              |
| 6 | Multipurpose Court       | 13 | Multipurpose Lawn         |
| 7 | Kids Playing Area        | 14 | Basket Ball Net           |

7.5 All such amenities and facilities shall be located at such place or places in the land forming part of the project and shall be of such specification and size as will be determined by the Architect from time to time.

7.6 **USE OF COMMON PARTS & PORTIONS**– Subject to the provisions of this Agreement and also subject to the rules and regulations which may be made applicable to all the Flat owners in the said Project SwanCourt which may be altered and/or modified from time to time the Limited Common Elements shall be used in common with all flat owners of a particular block and/or buildings and the General Common Elements forming part of the said Project SwanCourt and as enumerated hereinabove shall remain for common use and enjoyment for all the flat owners and/or occupiers of the said Project SwanCourt subject to such rules and regulations as may be framed by the **DEVELOPER/SELLER** and/or Facility Management Company and/or Holding Organisation as the case may be.

8. **ARTICLE VIII - MAINTENANCE OF THE COMMON PARTS AND PORTIONS--  
FMC- MAINTENANCE CHARGES**

8.1 Taking into account the fact that there would be a large number of **APARTMENTS/FLATS/UNITS** which would form part of the said housing Complex,

it is necessary and desirable that for the purpose of proper and effective maintenance and management of the common parts and portions and/or elements and also for the rendition of the services, the same should be done or carried out by the Facility Management Company (hereinafter referred to as the **FMC**).

- 8.2 The **DEVELOPER/SELLER** will be at liberty and the **PURCHASER** hereby consents to the appointment of any **FMC** for undertaking the rendition of common services and holding the common parts and portion on such terms and conditions as may be agreed upon between the **DEVELOPER/SELLER** and the FMC and the said FMC will be entitled to a minimum of 15% of CAM charges as and by way of **MANAGEMENT CHARGES** and as and when such FMC is appointed, all common parts and portions and/or elements forming part of the said Housing Complex shall stand vested and/or held by such **FMC**.
- 8.3 The **PURCHASER** acknowledges that regular and timely payment of the CAM Charges is a must in as much as non-payment thereof is likely to adversely affect the interest of the other Apartment Owners.
- 8.4 In terms of **Clause 5.2** as hereinbefore recited, the **PURCHASER** has agreed to keep in deposit of Rs. 24/- per sqft on account of the CAM charges.
- 8.5 In the event of any default on the part of the **PURCHASER** in making payment of such CAM charges and if such default shall continue for a period of sixty (60) days from the date of it becoming due then in that event, the **PURCHASER** will not be entitled to avail any of the facilities and/or utilities and in addition thereto, the FMC and/or **HOLDING ORGANISATION** will also be entitled to:
- i) discontinue supply of the electricity to the said **APARTMENT/FLAT/UNIT**;
  - ii) discontinue/disconnect the supply of water to the said **APARTMENT/FLAT/UNIT**;
  - iii) withdraw the service and use of the lift for the **PURCHASER** and other member of family of the **PURCHASER** and the visitors;
  - iv) discontinue the facility of **DG** power back up;
  - v) withdraw all other facilities and utilities which the **PURCHASER** may be entitled to and such facilities and utilities and the said facilities will not be restored until such time the **PURCHASER** has made full payment of all the amounts due and payable on account of CAM Charges together with interest

at the rate of 18% per annum and a sum of Rs. 10,000/- (Rupees Ten thousand only) as and by way of restoration charges.

- 8.6 In the event of such default, it will not be obligatory on the part of the **FMC** to serve any prior notice and the **PURCHASER** in any event waives such notice being given.

**ARTICLE IX**  
**HOLDING ORGANISATION**

- 9.1 Immediately upon completion of the said Project the **DEVELOPER/SELLER** shall cause a Holding Organisation to be formed and such Holding Organisation may be a Society/Association/Association of Persons/Body Corporate or Limited Liability Partnership Firm (hereinafter referred to as the **HOLDING ORGANISATION**)
- 9.2 The said Holding Organisation shall have such rules and regulations as may be made applicable by the **DEVELOPER/SELLER** and the Purchaser agrees to abide by the same
- 9.3 Upon formation of the said **Holding Organisation** the Purchaser shall necessarily become a member of such Holding Organisation and shall sign and execute all applications deeds documents and instruments as may be necessary and/or required for the purpose of formation of such holding organization and in any event the **DEVELOPER/SELLER** as the constituted attorney of the Purchaser shall be entitled to such applications deeds documents and instruments as may be necessary and/or required for the purpose of formation of such holding organization
- 9.4 The FMC shall continue to remain as the FMC and shall continue to provide maintenance services in terms of the agreement to be entered into between the Seller and the FMC and the said FMC will not be substituted or replace unless 75% of the Flat owners agree
- 9.5 Until formation of the Holding Organisation the **DEVELOPER/SELLER** in its absolute discretion may form an Adhoc Committee (hereinafter referred to as the **ADHOC COMMITTEE**) and such Adhoc Committee shall comprise of not less than five apartment owners and not more than nine and the first of such Adhoc Committee shall be constituted of such apartment owners as the **DEVELOPER/SELLER** in its absolute discretion may deem fit and proper

- 9.6 Upon such Adhoc Committee being constituted, the said Adhoc Committee until such time the Holding Organisation is formed shall be entitled to hold and monitor the common parts and portions and shall be liable to ensure that the rules and regulations as laid down are followed

**ARTICLE X**  
**CHARGE OF THE BANK**

- 10.1 Subject to the Purchaser making payment of all amounts agreed to be paid in terms of this agreement it shall be the obligation of the Seller to obtain No Object Certificate from the said Bank freeing its charge over and in respect of the Apartment intended to be acquired by the Purchaser.
- 10.2 In the event of the Purchaser availing any home loan and/or housing loan from any bank and/or financial institution at the request of the Purchaser the **DEVELOPER/SELLER** shall obtain necessary NOC from the said Bank to enable the Purchaser to obtain such housing loan. In any event at or before delivery of possession, subject to the Purchaser making payment of the amounts due and payable in terms of this agreement, the **DEVELOPER/SELLER** shall cause the charge of Axis Bank over and in respect of the apartment intended to be acquired by the **Purchaser** to be removed.

**ARTICLE XI**  
**HOUSE RULES**

- 11.1 After the **PURCHASER** has taken over possession of the said **APARTMENT/FLAT/UNIT** the **PURCHASER** as a separate covenant by way of Affirmative Covenants has covenanted as follows:
- A. TO CO-OPERATE** with the other **CO-PURCHASER** and/or co-buyers and the **DEVELOPER/SELLER** in the management and maintenance of the said building.
- B. TO OBSERVE** the rules framed from time to time by the **DEVELOPER/SELLER** and upon formation of the **HOLDING ORGANISATION** by such **HOLDING ORGANISATION** as the case may be.

- C. TO ALLOW** the **DEVELOPER/SELLER** and/or their authorized representative and upon incorporation of the Holding Organisation the authorized representatives of such Holding Organisation to enter into the said **APARTMENT/FLAT/UNIT** and/or common parts and portions for the purpose of maintenance and repairs.
- D. TO PAY** and bear the common expenses and other outgoing and expenses since the notice and also the rates and taxes for and/or in respect of the said Block including those mentioned in **ARTICLE VIII** herein above written proportionately for the building and/or common parts/areas and wholly for the said **APARTMENT/FLAT/UNIT** and / or to make deposits on account thereof in the manner mentioned hereunder to the **DEVELOPER/SELLER.**
- E. TO DEPOSIT** the amounts reasonably required with the **DEVELOPER/SELLER** and upon incorporation of the Holding Organisation to such Holding Organisation as the case may be towards the liability for the rates and taxes and other outgoings.
- F. TO PAY** charges for electricity in or relating to the said **APARTMENT/FLAT/UNIT** wholly and proportionately relating to the common parts and portions.
- G.** To use the said **APARTMENT/FLAT/UNIT** for residential purposes only and for no other purpose whatsoever or howsoever.
- H.** To pay and discharge all existing and future rates and water charges, taxes (including service tax, VAT and all other taxes and levies which the **PURCHASER** is liable to pay), duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said **APARTMENT/FLAT/UNIT** becoming due subsequent to Possession notice.
- I.** From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said **APARTMENT/FLAT/UNIT.**

- J.** To keep the said **APARTMENT/FLAT/UNIT** in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said **APARTMENT/FLAT/UNIT**.

11.2 The **PURCHASER** hereby further covenants by way of negative covenants as follows:

- A.** **NOT TO** sub-divide the said **APARTMENT/FLAT/UNIT** and/or the Parking space or any portion thereof,
- B.** **NOT TO** do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the **PURCHASER's** enjoyment of the said **APARTMENT/FLAT/UNIT**,
- C.** **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building,
- D.** **NOT TO** store or bring and allow to be stored and brought in the said **APARTMENT/FLAT/UNIT** any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner,
- E.** **NOT TO** put any signage and/or nameplate on the façade and/or phased and/or exterior of the building or on any part or portion of the common area
- F.** **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof,
- G.** **NOT TO** fix or install air conditioners in the said **APARTMENT/FLAT/UNIT** save and except at the places, which have been specified in the said **APARTMENT/FLAT/UNIT** for such installation,
- H.** **NOT TO** allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose,
- I.** **NOT TO DO** or cause anything to be done in or around the said **APARTMENT/FLAT/UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said

**APARTMENT/FLAT/UNIT** or adjacent to the said **APARTMENT/FLAT/UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use,

- J. NOT** to use the said Flat or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business,
- K. NOT** to slaughter or permit to be slaughtered any animal and/or bird visible to others nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said **RESIDENTIAL SEGMENT,**
- L. NOT** to permit any sale by auction or public meeting or exhibition or display to be held upon the **APARTMENT/FLAT/UNIT** nor to permit or suffered to be done into or upon the said **APARTMENT/FLAT/UNIT** or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers,
- M. NOT** to keep in the said **APARTMENT/FLAT/UNIT** any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said **APARTMENT/FLAT/UNIT** and/or any other **APARTMENT/FLAT/UNIT** in the said residential complex,
- N. NOT** to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex,
- O. NOT TO** create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions,
- P. NOT TO** damage or demolish or cause to be damaged or demolished the said **APARTMENT/FLAT/UNIT** or any part thereof or the fittings and fixtures affixed thereto,
- Q. NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Scheme of the exposed walls of the Verandahs,

lounges or any external walls or the fences of external doors and windows including grills of the said **APARTMENT/FLAT/UNIT** which in the opinion of the **DEVELOPER/SELLER** and/or **FMC** differs from the color scheme of the building or deviation or which in the opinion of the **DEVELOPER/SELLER** and/or **FMC** may affect the elevation in respect of the exterior walls of the said building,

- R. NOT TO** install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the **DEVELOPER/SELLER** and/or the Architect and the place where such grills are to be put up shall be as designated or identified by the **DEVELOPER/SELLER** and/or **ARCHITECT** and/or **FMC**,
- S. NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **APARTMENT/FLAT/UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured,
- T. NOT TO** make in the said **APARTMENT/FLAT/UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature,
- U. THE PURCHASER** shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the **PURCHASER** shall be entitled to avail the central antenna facilities to be provided by the **DEVELOPER/SELLER** and/or **FMC** to the **PURCHASER** and also the other owners of the **APARTMENT/FLAT/UNITs** in the said PREMISES at their cost,
- V. NOT TO** use the said **APARTMENT/FLAT/UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring PREMISES or for any illegal or immoral purpose or as a Boarding House, CLUB HOUSE, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before,

Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car and two wheeler parking space,

- W. NOT TO** use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars,
- X. NOT TO** draw any wire, cable, pipe from or through any common parts or portions or outside wall of the Block,
- Y. NOT TO** commit any alteration, changes in the pipes, conduits, cables or other fittings and fixtures,
- Z. NOT TO** allow or permit to be parked the vehicles of the Guest/visitors of the **PURCHASERs** within the parking space or any open area/space within the Project SwanCourt,
- AA. NOT TO** overload the electrical wiring,
- BB. NOT TO** park car and two wheeler on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the **DEVELOPER/SELLER** and/or **FMC**,
- CC. TO ABIDE** by such building rules and regulations as may be made applicable by the **DEVELOPER/SELLER** and upon appointment of the **FMC** by such **FMC**,
- DD. NOT TO** display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said PREMISES,
- EE. NOT TO** do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt,
- FF.** In the event of non-payment of such **CAM** Charges the **PURCHASER** shall be liable to pay interest at the rate of 18% per annum to the **DEVELOPER/SELLER** and upon appointment of the **FMC** to such **FMC** and of such default shall continue for a period of sixty days (60) from the date it becomes due then or if the **PURCHASER** shall commit any breach of the covenants hereto and in that event without prejudice to any other rights which the **DEVELOPER/SELLER** and/or **FMC** may have the **DEVELOPER/SELLER** and/or the **FMC** shall be entitled to and the **PURCHASER** hereby consents to the:
  - 1. To discontinue the supply of electricity,
  - 2. To discontinue / disconnect the supply of water,

3. To withhold the services of lifts to the **PURCHASER** and the members of their families and visitors and the same shall not be restored until such time the **PURCHASER** having made full payment of the amounts due with interest at the aforesaid rate,
4. To discontinue the facility of DG power back-up,
5. To withdraw use of all other utilities/facilities/benefits and the same shall not be restored until payment of all the outstanding dues and interest accrued thereof,

### 11.3 **CAR PARKING SPACE(S):**

- a) **PARKING** of Car and two wheeler will be permitted only if specifically allotted,
- b) **THE** said Parking Space/s shall be used only for the Purpose of Parking of car (s),
- c) **THE PURCHASER** shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of car(s),
- d) **THE PURCHASER** shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s),
- e) In the event of the **PURCHASER** washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the **PURCHASER** to clean up the entire space and if because of any negligent act on the part of the **PURCHASER** any lesser damage is caused to any person then in that event **PURCHASER** shall be liable and agrees to keep the **DEVELOPER/SELLER** indemnified,
- f) **THE PURCHASER** shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces,
- g) **NOT** to store nor permit anybody to store any articles or things into or upon the said Parking Space(s),
- h) **TO** abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the **FMC**,
- i) **MUST NOT** let, or part with possession of the Car(s) Parking Space excepting as a whole with the said **APARTMENT/FLAT/UNIT** to anyone else excepting to a person who owns a Flat in the building and the **PURCHASER** will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

11.4 The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

**ARTICLE XII**  
**FORCE MAJEURE**

12.1 The **DEVELOPER/SELLER** shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the **DEVELOPER/SELLER** to be performed and observed if it is prevented by any of the conditions as detailed out hereunder:

- a) Acts of God including fire, drought, flood, earthquake, epidemics, natural disasters etc.
- b) Explosions or accident including act of terrorism.
- c) Strikes or lockouts, industrial dispute.
- d) Non availability of any material due to any reason whatsoever beyond the control of the **DEVELOPER/SELLER** or circumstances beyond the control of the **DEVELOPER/SELLER**.
- e) War and hostilities of war, riots, bandh, civil commotion or local disturbances.
- f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court order or directly from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this agreement.
- g) Any legislation, order or rule or regulation made or issued by the government or any other statutory competent authority (ies) refuses, delays, withholds, denies the grant of approvals for the said complex/building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever,
- h) Local disturbances.
- i) Any other events or circumstances analogous to the foregoing.

**ARTICLE XIII**  
**EVENTS OF DEFAULT**

13.1 The **PURCHASER** agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive:

- a. Failure to make payments under this Agreement;
- b. Failure to perform and observe any or all of the **PURCHASER's** obligations including those set forth in this Agreement;
- c. Failure to take possession of the Said **APARTMENT/FLAT/UNIT** within the time stipulated by the **DEVELOPER/SELLER** in its notice;
- d. Failure to execute the **DEED OF SALE** within the time stipulated by the **DEVELOPER/SELLER** in its notice;
- e. Failure to use the said **APARTMENT/FLAT/UNIT** for the specified use/permitted use;
- f. Assignment of this Agreement or any interest of the **PURCHASER** in this Agreement without prior written consent of the **DEVELOPER/SELLER**;
- g. Dishonour of cheque(s) given by the **PURCHASER** for any reason whatsoever;
- h. Non-adherence of any guidelines, policies, rules as framed by the **DEVELOPER/SELLER**, from time to time with regard to interior fit outs, working hours, etc. and refusal to sign any document, letter and undertaking required for the above purpose;
- i. Any other acts, deeds or things which the **PURCHASER** may commit, omit or fail to perform in terms of this Agreement, any other undertaking, Affidavit/Agreement/Indemnity etc. or as demanded the **DEVELOPER/SELLER** which in the opinion of the **DEVELOPER/SELLER** amounts to an event of default and the **PURCHASER** agrees and confirms that the decision of the **DEVELOPER/SELLER** in this regard shall be final and binding on the **PURCHASER**;

- 13.2 If the **DEVELOPER/SELLER** has not so been prevented from constructing the Said Flat within the said period due to force majeure then the **PURCHASER** shall have the option either to claim interest @ SBI PLR per annum from the **DEVELOPER/SELLER** on the amount of consideration paid by the **PURCHASER** to the **DEVELOPER/SELLER** till then arising from the date of expiry of the period of construction and the extension thereof till the date of delivery of possession of the Said Flat/Unit to the **PURCHASER** or to terminate the contract upon 1 (one) month's notice in writing and claim refund of the amount of consideration paid by the **PURCHASER** to the **DEVELOPER/SELLER** till then in three equal monthly installments.
- 13.3 **FORFEITURE AND CANCELLATION:** In the event of failure on the part of the **PURCHASER(s)** in making payment of the **TOTAL CONSIDERATION AMOUNT** or any part or portion thereof in terms of the Payment Schedule the **PURCHASER(s)** shall be liable and in obligation to pay interest as per clause 4.6 in favour of the **DEVELOPER/SELLER** from its due date of payment. After the expiry of the said 180 days the **DEVELOPER/SELLER** at its own discretion and prerogative shall become entitled to cancel the application of the within mentioned **APARTMENT/FLAT/UNIT**, forfeit the delayed payment interest payable by the **PURCHASER(s)** and refund the balance amount paid till such date of cancellation after deducting 10% of the **TOTAL CONSIDERATION AMOUNT** and all other ancillary charges falling due on the part of the **PURCHASER(s)**.
- 13.4 **BREACHES ON THE PART OF THE DEVELOPER/SELLER** - In the event of the **DEVELOPER/SELLER** failing to complete the said Unit and/or new building in the manner as hereinbefore stated including grace period then and in that event the **PURCHASER** shall be entitled to interest from 1<sup>st</sup> April 2021 at the rate of SBI PLR per annum on all amounts paid by the **PURCHASER** till then until such time the said Unit and/or new building is completed. However if there is delay in completion of said unit due to force majeure article of this agreement, the completion date as mentioned above shall be extended for that period and the purchaser shall be entitled to interest for all the amounts paid from the extended completion date and the **PURCHASER** hereby confirms that such damages is adequate and reasonable.

## **ARTICLE XIV - MISCELLANEOUS**

### **14.1 ABANDONMENT:**

The **PURCHASER** agrees and understands that the **DEVELOPER/SELLER** may abandon the project due to any reason whatsoever, without giving any reasons and if the **DEVELOPER/SELLER** abandons the project then this Agreement shall stand terminated and the **PURCHASER** shall be entitled to refund the amount paid under this Agreement along with interest @ SBI PLR per annum for the period the amount has been lying with the **DEVELOPER/SELLER** and the **DEVELOPER/SELLER** shall not be liable to pay any other compensation whatsoever.

14.2 The original of this agreement shall be made over to the **PURCHASER** and it shall be the obligation and responsibility of the **PURCHASER** to cause this agreement to be duly stamped and registered and to make payment of the amounts which may become due and payable on account of the stamp duty and registration charges. Upon 15 days' notice being given by the **PURCHASER** to the **DEVELOPER/SELLER** of its intention to cause this agreement to be registered the **DEVELOPER/SELLER** shall remain present and admit the execution thereof.

14.3 **RIGHT TO AMEND** - This Agreement may only be amended through written consent of the Parties.

14.4 **PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS** - It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent **PURCHASERS** of the Apartment/Flat/Unit, in case of a transfer, as the said obligations go along with the Apartment/Flat/Unit for all intents and purposes.

### **14.5 WAIVER NOT A LIMITATION TO ENFORCE**

14.5.1 The **DEVELOPER/SELLER** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the **PURCHASER** in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **PURCHASER** that exercise of discretion by the

**DEVELOPER/SELLER** in the case of one **PURCHASER** shall not be construed to be a precedent and /or binding on the **DEVELOPER/SELLER** to exercise such discretion in the case of other **PURCHASERS**.

14.5.2 Failure on the part of the **DEVELOPER/SELLER** 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.

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

14.7 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** - Wherever in this Agreement it is stipulated that the **PURCHASER** has to make any payment, in common with other **PURCHASER(s)** in Project, the same shall be the proportion which the Standard Builtup Area of the Apartment bears to the total Standard Built Up Area of all the [Apartments/Plots] in the Project.

14.8 **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.

14.9 **ULTIMATE ROOF:**

The ultimate roof/terrace of a particular block and/or Block shall be treated as the Roof/Terrace. In the event of such additional constructions being made the **DEVELOPER/SELLER** has reserved on top itself the ultimate roof of such additional constructions for the purpose of display of hoarding signs, putting up antennas glow

sign neon signs and other display materials on such part or portion of the said Roof as the **DEVELOPER/SELLER** in its absolute discretion shall deem fit and proper and the **PURCHASER** agrees not to raise any obstruction whatsoever or howsoever.

14.10 **AGREEMENT**-This Agreement is being executed in duplicate. It shall be the obligation of the **PURCHASER** to make payment of the amounts which may become payable on account of the stamp duty and registration charges.

14.11 **BINDING EFFECT:**

Forwarding this agreement to the **PURCHASER** by the **DEVELOPER/SELLER** does not create a binding obligation on the part of the **DEVELOPER/SELLER**, until a copy of this Agreement executed by the **PURCHASER** is delivered to the **DEVELOPER/SELLER** within thirty days (30) from the date of dispatch of this Agreement by the **DEVELOPER/SELLER**. Upon such failure of the **PURCHASER**, the Application of the **PURCHASER** may be treated as cancelled and the Earnest Money and Non Refundable Amounts paid by the **PURCHASER** shall stand forfeited.

14.12 **ASSIGNMENT OF AGREEMENT:**

The said **APARTMENT/FLAT/UNIT** in favour of the **PURCHASER** is not assignable or transferable nor can that name of the Buyer be added, substituted and/or deleted for from the date of issuance of the Letter pertaining to the subject **APARTMENT/FLAT/UNIT**. However, after the expiry of eighteen months, upon receipt of written communication from **PURCHASER** wherein expressing his/her/its desire to transfer the allotment of the said **APARTMENT/FLAT/UNIT** to his/her/its Nominee the **DEVELOPER/SELLER**, at its sole discretion subject to execution of the Tripartite Nomination Agreement and receipt of nomination charges permit the **PURCHASER** to get the name of his/her/its nominee substituted, added and/or deleted in his/her/its place. The **DEVELOPER/SELLER, at its sole discretion**, may grant such permission upon payment of Transfer / Nomination Charges of Rs.1.00 (Rupees One Only). The **PURCHASER** shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment, addition, deletion and/or substitution.

14.13 **ENTIRETY OF AGREEMENT:**

The Parties agree and confirm that this agreement including the preamble, recital and annexure constitutes the entire Agreement between the parties with respect to

the subject matter hereof and supersedes any and all earlier understanding, any other agreements, correspondence, arrangements whether written or oral, if any, between the Parties hereto. The terms and conditions of this Agreement shall continue to be binding on the **PURCHASER**. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by the parties.

**14.14 SUPERSESION:**

This Agreement supersedes all previous agreements, arrangements, memorandums of understanding, allotment letters, brochures, applications, presentations and all other writings and none of the parties shall be entitled to rely on the same.

**14.15 RIGHT OF THE DEVELOPER/SELLER TO MAKE ADDITIONAL FLOORS/CONSTRUCTIONS IN/ON THE SAID COMPLEX/SAID BUILDING:**

If at any time because of any change in the building rules or in accordance with the law the Seller shall become entitled to any further FSI and/or FAR and/or to make further and/or addition constructions (hereinafter referred to as the ADDITIONAL CONSTRUCTION) the DEVELOPER/SELLER shall be entitled to undertake construction of such additional FSI/FAR and the Purchaser hereby consents to the same and the Purchaser has agreed not to raise any objection on any account whatsoever or howsoever nor to seek any abatement in the amount of consideration agreed to be paid by the Purchaser in terms of this agreement.

**14.16 RIGHT TO TRANSFER OWNERSHIP:**

In the event of any Scheme of amalgamation or merger in accordance with the provisions of the Indian Companies Act 2013 or under any other law for the time being in force the right title interest in respect of the said Property shall remain transferred and/or vested in the Transferee Company and this agreement shall automatically stand transferred and/or vested and the Purchaser shall not be entitled to raise any objection and the Purchaser hereby consents to the same.

**14.17 JOINT PURCHASERS:**

In the event of there being more than one Purchaser (hereinafter referred to as the **JOINT PURCHASERS**) then each of such joint purchasers shall be jointly and severally liable to perform and observe the terms and conditions herein contained

and on the part of the Joint Purchasers to be paid performed and observed and in the event of any notice being required to be served, any notice given to any one of such joint purchasers shall be deemed to be a proper service of notice on all of such joint purchasers.

**14.18 PLACE OF EXECUTION:**

The execution of this Agreement will be complete only upon its execution by the **DEVELOPER/SELLER** through its authorized signatory either at the **DEVELOPER/SELLER's** Registered Office situated at 97A, Southern Avenue, Kolkata – 700 029 after the copies duly executed by the **PURCHASER** are received by the **DEVELOPER/SELLER**. The Agreement shall be deemed to have been executed at Kolkata.

**14.19 NOTICES:**

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by Registered Post/Speed Post with Acknowledgment Due, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or tele-fax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such tele-fax was duly dispatched to a current telefax number of the addressee.

**ARTICLE XV**

**DISPUTE RESOLUTION BY ARBITRATION**

15.1. The parties hereto acknowledge that in the event of any disputes and/or differences arising between the parties regarding the interpretation scope or effect of any of the terms and conditions herein contained or determination of any liability either during the continuance of this Agreement or expiry thereof shall be referred to arbitration and such it has been agreed between the parties that only forum available to the parties to seek remedy is to refer all disputes and differences to arbitration.

- 15.2 All disputes and differences between the parties hereto regarding the construction scope and effect of any of the terms and conditions herein contained shall be referred to the sole arbitration of Mr. O.P. Jhunjhunwala, Solicitor & Advocate of Khaitan & Co., 1B old post office street, Kolkata – 700 001 and in the event of the said Mr. O.P. Jhunjhunwala avoiding and/or refusing and/or becoming incapable of acting as an Arbitrator then and in that event ass such disputes and differences shall be referred to the sole arbitration of Mr. R.K. Agarwal of R K A Advisory Services Pvt. Ltd., The Chambers Tower No. 01, 1<sup>st</sup> Floor unit No. 107 & 108, 1865 Raj Danga Main Road, Kolkata – 700 107 and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force
- 15.3 The parties assure and covenant with each other that they have full trust and confidence in both Mr. O.P. Jhunjhunwala and Mr. R.K. Agarwal
- 15.4 The Arbitrator/s shall have summary powers
- 15.5 It shall not be obligatory on the part of the Arbitrator/s to give any speaking and/or reasoned award
- 15.6 The Arbitrator/s shall be entitled to pass interim directions and/or awards
- 15.7 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrator and agree to abide by their decisions and/or awards and not to challenge the same in any manner whatsoever or howsoever

#### **ARTICLE XVI**

#### **JURISDICTION**

- 16.1 Courts at Kolkata alone shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

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**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE SAID PROPERTY)**

**ALL THAT** the plots of land (being WBHIDCO Premises No./ Plot No. "AA-IIB/BLK-6", Street No. 622 in Action Area – IIB of New Town, Kolkata) measuring an Area of land 5.00 Acres / 20134.14 SQ. Mts.

Butted and Bounded by:-

On North – Street No. 622 (24.00 Mtr. Wide)

On South – Peripheral Canal

On East – Bulk Residential Land

On West – Plot No. AA – IIB/ BLK - 7

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**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID APARTMENT/FLAT/UNIT)**

**ALL THAT** the Said Flat, being the **Unit No.** \_\_\_\_\_ on the \_\_\_\_\_ Floor in Block/Tower No. \_\_\_\_\_ forming part of the said **Akansha** containing a standard built up area of \_\_\_\_\_ square feet, be the same a little more or less, **TOGETHER WITH** the right to park **One Covered** car parking space (hereinafter referred to as the **CAR AND TWO WHEELER PARKING SPACE/S**) on the ground floor of the New Building at the Said Property described in the First Schedule hereinabove together also with the undivided proportionate variable share in the land attributable thereto comprised in the New Building. Bounded by:-

On North –

On South –

On East –

On West –

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREAS AND FACILITIES)**

1. Entrance and exit gates of the New Building.
2. Paths passages and open spaces in the New Building and those reserved by the Owners for parking of car and installation of generator.
3. Entrance lobby in the ground floor of the New Building.
4. Driveway in the ground floor of the New Building.
5. Staircase of the New Building along with their full and half landings with stair cover on the ultimate roof.
6. Two lifts with lift shafts and the lobby in front of it on typical floors.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas and for operation of lifts and pump.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the New Building.
9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units of the New Building.
10. Underground water reservoir for underground water with a pull on pumps installed thereat for the New Building.
11. Water waste and sewerage evacuation pipes from the Said Flat/Unit to drains and sewers common to the New Building and from the New Building to the municipal drain.
12. Common Bathroom with W.C. and common toilets in ground floor of the New Building.
13. Room for darwan/security guard, caretaker's office in the ground floor of the New Building.
14. Boundary walls of the Said Property.
15. Games Room

## THE FOURTH SCHEDULE ABOVE REFERRED TO :

### (COMMON EXPENSES)

1. **Maintenance:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the New Building and enjoyed or used by the **PURCHASER** in common with other occupiers or serving more than one flat/unit and main entrance and exit gates, landings and staircases of the New Building and enjoyed by the **PURCHASER** or used by him in common as aforesaid and the boundary walls, compounds etc. of the New Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the New Building so enjoyed or used by the **PURCHASER** in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **Staff:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g., security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, lift man etc.) including their bonus and other emoluments and benefits.
4. **Association:** Establishment and all other expenses of the Association and also similar expenses of the **DEVELOPER/SELLER** or any agency looking after the common purposes, until handing over the same to the Association.
5. **Taxes:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the land (save those assessed separately in respect of any flat/unit).
6. **Insurance:** Insurance premium for insurance of the New Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **Common Utilities:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **Reserves:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **Other:** All other expenses and/or outgoings including litigation expenses as are incurred by the **DEVELOPER/SELLER** and/or the Association for the common purposes.

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**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(TOTAL CONSIDERATION)**

The **PURCHASER** hereby agrees to pay the total consideration amount of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**), out of which the **PURCHASER** has/have already paid a sum of Rs.2,00,000/- (Rupees Two Lakhs only) towards Application money before signing of this Agreement. The **PURCHASER** shall pay the said consideration amount to the **DEVELOPER/SELLER** in the manner hereinafter appearing:

| <b>Sl. No.</b> | <b>Activity</b>  | <b>Amount Payable (Rs.)</b> |
|----------------|--|-----------------------------|
| 1              | On Application   | Rs. 2,00,000                |
| 2              | On Allotment - 20% of Total Consideration less application money + 50% of Legal fees   |                             |
| 3              | On Completion of Piling - 10% of Total Consideration   |                             |
| 4              | On Completion of 3 <sup>rd</sup> Floor Casting - 10% of Total Consideration  |                             |
| 5              | On Completion of 6th Floor Casting - 10% of Total Consideration  |                             |
| 6              | On Completion of 9th Floor Casting -10% of Total Consideration   |                             |
| 7              | On Completion of 12th Floor Casting -10% of Total Consideration  |                             |
| 8              | On Completion of 80% of External Plaster - 10% of Total Consideration  |                             |
| 9              | On Completion of 80% of Flooring of the Tower - 10% of Total Consideration   |                             |
| 10             | On Intimation of Possession - 10% of total consideration + Rs. 150 per sq. ft. for extra Development Charges + Common Area Maintenance Charges for one year + Sinking Fund + 50% of Legal Fees + Stamp Duty, Registration Charges, Govt. Taxes & levies, Goods and Service Tax as applicable |                             |

- Goods and Service Tax and other Taxes will be charged extra as applicable
- Additional Extra / Other Charges payable on possession.
- It shall be the obligation of the **PURCHASER** to make payment of the amount which may become due and payable on account of Goods and Service Tax with payment of each installment.

The **PURCHASER** shall be entitled to deduct amounts towards TDS, if applicable, for the payments to be made to the **DEVELOPER/SELLER** and shall deposit the TDS amount so deducted with the Appropriate authority (**as per the provisions of Section 194-IA of Income Tax Act, 1961**) and shall also issue a Certificate to the **DEVELOPER/SELLER** to that effect.

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**THE SIXTH SCHEDULE ABOVE REFERRED TO**

| <b>Sl. No.</b> | <b>Heads of Activity</b> | <b>Specifications</b>  |
|----------------|--------------------------|--|
| 1              | Structure                | <ul style="list-style-type: none"> <li>• Pile foundation for durability and stability</li> <li>• Earthquake resistant RCC superstructure</li> </ul>  |
| 2              | Wall Finish              | <ul style="list-style-type: none"> <li>• Internal Walls : Putty / POP</li> <li>• External walls : weather shield paint textured coating finish</li> </ul>  |
| 3              | Living / Dining          | <ul style="list-style-type: none"> <li>• Flooring : vitrified tile</li> <li>• Walls : Putty / POP</li> <li>• Ceiling : Putty / POP</li> </ul>  |
| 4              | Bedrooms                 | <ul style="list-style-type: none"> <li>• Flooring : vitrified tile</li> <li>• Walls : Putty / POP</li> <li>• Ceiling : Putty / POP</li> </ul>  |
| 5              | Balcony                  | <ul style="list-style-type: none"> <li>• Flooring : Anti-skid tiles</li> <li>• Ceiling : Putty / POP</li> <li>• Walls : Putty / POP</li> </ul>   |
| 6              | Kitchen                  | <ul style="list-style-type: none"> <li>• Flooring : Anti-skid tiles</li> <li>• Ceiling : Putty / POP</li> <li>• Walls : Putty / POP, Ceramic Tiles-dado upto 2 feet above working platform</li> <li>• Granite counter with stainless steel sink</li> </ul>       |
| 7              | Toilets                  | <ul style="list-style-type: none"> <li>• Flooring : Anti-skid tiles</li> <li>• Walls : Putty / POP</li> <li>• Ceiling : Putty / POP</li> <li>• Dado – Ceramic tiles upto 7 feet</li> <li>• C.P.fittings and white sanitary fittings of a reputed make</li> </ul> |
| 8              | Windows                  | <ul style="list-style-type: none"> <li>• Aluminum window with glass</li> </ul>   |
| 9              | Doors                    | <ul style="list-style-type: none"> <li>• Main Doors – Wooden flush door with laminate</li> <li>• All Internal doors – Wooden flush door with paint</li> </ul>  |
| 10             | Electrical               | <ul style="list-style-type: none"> <li>• A/c points in all bedrooms, living and dining room</li> <li>• Geyser point in all toilets</li> </ul>  |

|    |           |  |
|----|-----------|--|
|    |           | <ul style="list-style-type: none"><li>• Sufficient electrical points ,telephone socket &amp; TV/cable socket</li><li>• Washing Machine Point</li><li>• Modular Switches of reputed brand</li></ul> |
| 11 | Elevators | <ul style="list-style-type: none"><li>• Two passenger lifts for each tower</li></ul>   |

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**IN WITNESS WHEREOF** the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

**SIGNED AND EXECUTED BY THE DEVELOPER/SELLER**

At **Kolkata** in the presence of

**SIGNED AND EXECUTED BY  
THE WEST BENGAL HOUSING BOARD**

At **Kolkata** in the presence of

**SIGNED AND EXECUTED BY THE PURCHASER**

At **Kolkata** in the presence of

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Purchaser, the within mentioned sum of **Rs.**  
\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
towards the Part Consideration of the said Property, described in the second schedule above,  
in the following manner:

| Date | Mode | Bank & Branch | Amount (Rs.) |
|------|------|---------------|--------------|
|      |      |               |              |
|      |      |               |              |
|      |      |               | <b>Total</b> |

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