

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (“**Agreement**”) is executed on this [■] day of \_\_\_\_ Two Thousand and \_\_\_\_\_ (2018);

### **BETWEEN**

**EXULT REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Kolkata-700071, Police Station Shakespeare Sarani (**PAN : AABCE8715C**), hereinafter referred to as the “**OWNER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or assigns) of the **FIRST PART**;

### **AND**

**IDEAL AURUM NIRMAN LLP**, a Limited Liability Partnership formed and incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 50, Jawahar Lal Nehru Road, P.S. Shakespeare Sarani, P.O. Little Russel Street, Kolkata – 700 071 (**PAN: AAFFI7626H**), hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and such other person or person who may be admitted as the partners thereof and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**;

### **AND**

Mr./Ms. [■] (Aadhar No. [■]), son / daughter of [■], aged about [■], residing at [■], (PAN : [■]), hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, legal representatives, successors-in-interest and/or assigns) of the **OTHER PART**:

[OR]

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

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

**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 (30 of 2017) as amended from time to time;
- b) **“Appropriate Government”** means the State Government;
- c) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018, as amended from time to time, made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended from time to time;
- e) Words and expressions used herein and not defined in the Act or Rules or Regulations, but defined in any other applicable law for the time being in force, shall have the meaning assigned to them respectively in those laws.
- f) **“Section”** means a section of the Act.

**WHEREAS:**

- A. The Owner is the absolute and lawful owner of the property (**“Project Land”**) more fully described in **Part – I** of the **FIRST SCHEDULE** hereto, the particulars of title whereof are more fully described in **Part – II** of the **FIRST SCHEDULE** hereto (**Devolution of Title**).
- B. The Project Land is intended for the purpose of development of an integrated housing project thereon, proposed to be named as **“Ideal Aurum”** comprising of apartments, garages and other spaces and common areas (**“Project”**).
- C. The Owner has in terms of a Joint Development Agreement dated 13<sup>th</sup> June, 2016 made between the Owner, therein referred to as the Owner of the One Part, and the Developer herein, therein referred to as the Developer of the Other Part, and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, Volume No. 1901-2016, Pages 154584 to 154627, Being No. 190104566 for the year 2016, appointed the Developer as the exclusive developer of the Project Land and has accordingly, formulated a scheme, for the development of the Project in accordance with the sanctioned building plans primarily for residential purpose in the Project named **“Ideal Aurum”** (collectively **Said Complex**), sale of various flats/spaces, with or without car parking space/s and other appurtenances (collectively **Said Flats And Appurtenances**) in the Said Complex and usages of common portions and utilities at the Said Complex.
- D. A Building Plan has been sanctioned by the Rajpur-Sonarapur Municipality (**RSM**) vide Building Permit No. 87/613/27/17 dated 2<sup>nd</sup> July, 2016 (**Said Plans**), which includes all

sanctionable/missible modifications made thereto, if any, from time to time in respect of the entirety of the Said Complex with provisions for amenities and facilities to be used in common by all occupants / allottees of the entire Project in due course. The Owner and the Developer agrees and undertakes that they shall not make any changes to these approved plans except in compliance with applicable laws.

- E. The Owner and the Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owner and the Promoter regarding the said Project Land on which the said Project is to be constructed, have been completed.
- F. The Allottee has applied for allotment of an apartment in the said Project under development vide application dated [■] ("**Application Form**") and has been allotted Apartment No. [■] containing a carpet area of [■] square feet and comprising of [■] Nos. of exclusive balcony / verandah / terrace, if any, measuring [■] square feet attached thereto on the [■] floor of the Building, and together with ..... Nos. of servant quarter / store, if any, measuring ..... Square feet, And Together With pro rata share in the common areas, amenities and facilities of the said Project (hereinafter collectively referred to as the "**Common Areas**" and more fully mentioned and described in the **THIRD SCHEDULE** hereto) (all hereinafter collectively referred to as the "**said Apartment**" and more fully mentioned and described in **Part – I** of the **SECOND SCHEDULE** hereto) Together With [■] Nos. of car parking space and/or right thereto, more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto) And Together With the right to use and enjoy the Common Areas in common with the other allottees / occupiers of the Project.
- 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. It is hereby agreed that the Application Form shall be deemed to be a part of this Agreement.
- I. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the 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 Owner hereby agrees to transfer its right title and interest in the said Apartment together with the pro rata share in the Common

Areas of the Project under development and together with the right to enjoy the Common Areas of the Project and the Allottee hereby agrees to purchase the said Apartment.

- L. It has been agreed by the parties that the Association of all the allottees of the Project, as and when formed upon completion of the Project in its entirety, shall hold the Common Areas of the Project together with all easements, rights and appurtenances belonging thereto for the common use and enjoyment of the same by all the allottees / occupiers of the Project.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and for 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 Owner agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment, as specified in para F above.
- 1.2 The Total Price for the Apartment is Rs. .... /- (Rupees ..... only) ("**Total Price**"):-

Apartment No. _____ Type _____ Floor _____ Total Carpet Area (sq. ft.) _____ Total Exclusive Balcony / Verandah / Terrace Area (sq. ft.) : _____ Total Exclusive Servant Quarter / Store Area (sq. ft.) : _____ Total Built Up Area (sq. ft.) : _____ Total Chargeable Area (sq. ft.): _____ Type of Parking earmarked: _____	
Particulars	Amount (Rs.)
(A) Consideration for the Apartment inclusive of cost of (i) exclusive balcony / verandah / terrace, (ii) servant quarter / store and (iii) proportionate share of Common Areas.	
(B) Consideration for Parking (lump sum)	
(C) Total Consideration of Apartment = (A) + (B)	
(D) Add: GST @12% on (C)	
(E) <b>TOTAL PRICE = (C) + (D)</b>	

\_\_\_\_\_  
Signature of the Owner

\_\_\_\_\_  
Signature of the Allottee(s)

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Developer towards the Apartment.
- (ii) The Total Price includes taxes (consisting of tax paid or payable by the Owner and the Developer by way of Goods and Services Tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner and the Developer, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Common Areas of the Project to the Association of all the allottees after obtaining the completion certificate.

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

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

- (iii) The Developer 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 Developer within the time and in the manner specified therein ("**Demand Letter**"). In addition, the Developer 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 the Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical connectivity to the Apartment, and proportionate cost of providing all common services for the said Project, including but not limited to lift, water line and plumbing, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment, as per Specifications mentioned in **FIFTH SCHEDULE** below.
- (v) The Total Price may also change with the increase or decrease in the areas of the Apartment upto a maximum of 3% (three percent) of the carpet area of the Apartment, which shall finally be determined by the Project Architect(s) upon completion of construction. However, in case of any deviation in excess of 3% of the areas of the Apartment, express consent of the Allottee will be required in writing when, it shall be the option of the Allottee, either to accept such deviation and pay the revised Total Price and other amounts, or, to terminate this Agreement.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of cost of materials and labours, 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 till the completion of the Project. The Developer undertakes and agrees that while raising a Demand Letter on the Allottee for increase in cost of materials and labours, development charges, costs / charges imposed by the competent authorities, the Developer shall enclose relevant document for proof of such increase including any 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 extended) the same shall not be charged from the Allottee.
- 1.4 The Allottee shall make payment of the Total Price, as mentioned in clause 1.2 above, as per the payment plan set out in the **FOURTH SCHEDULE** hereto ("**Payment Plan**") together with other payments, like Extras and Deposits, in terms of clause 37.1 below or, as and when being demanded by the Developer, as the case may be, subject to such revisions, as may be made in terms of this Agreement.
- 1.5 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments with such amounts, as may be mutually agreed by the Developer and the Allottee. The provision of such rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Developer.
- 1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment or building, as the case may be without the previous written consent of the Allottee. Provided That the Developer may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Project Architect(s) and/or such other minor changes or alterations in accordance with the applicable laws.
- 1.7 The Allottee(s) agree(s) that he/she/they is/are aware that the Developer is developing the Project comprising residential units only.
- 1.8 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of ownership, contrary to the above.

- 1.9 The Common Areas shall always be and remain subject to change and modifications, as may be deemed fit and necessary by the Developer and/or as may be advised by the Project Architect(s) for betterment of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrances thereto and shall be deemed to have granted an unconditional approval to such changes or modifications in the Common Areas.
- 1.10 The Allottee shall only be entitled to use the Common Areas of the Project to the extent required for beneficial use and enjoyment of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of partition or separation of ownership of any component or constituent of the said Common Areas of the Project.
- 1.11 The Developer shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the said Apartment including the Extras and Deposits shall however be recalculated upon such confirmation by the Developer on Chargeable Area basis. If there is reduction in the carpet area resulting in reduction of the Chargeable Area, then the Developer shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent from the date when such excess amount was paid by the Allottee and/or adjust the same in the next milestone of the Payment Plan, as the case may be. If there is any increase in the carpet area resulting in an increase in the Chargeable Area, which is not more than 3% (three percent) of the carpet area of the Apartment area allotted to Allottee, the Developer may demand the increased amount from the Allottee in the next milestone of the Payment Plan as provided in the **FOURTH SCHEDULE** hereto. In such case, a revised Total Price sheet together with revised Payment Plan shall be drawn and given to the Allottee after giving effect to the change in such areas. Such revised sheet shall be deemed to be a part of this Agreement.
- 1.12 Subject to para 9.3, the Developer agrees and acknowledges that the Allottee shall have the right to the said Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Project. Since the share / interest of the Allottee in the Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use all Common Areas of the Project along with other occupants, maintenance

staff, etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of all the allottees after duly obtaining the completion certificate from the competent authority for the Project.

- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be, subject however to the prior intimation to and written permission of the Developer. Any such visit shall always be subject to Allottee following the norms of safety for such visit and inspection, as may be prescribed by the Developer and/or the Project Architect(s) or the Site Engineer.

1.13 It is made clear by the Developer and the Allottee agrees that the said Apartment along with the servant quarter, if any, and garages / car parking spaces as earmarked by the Developer, as morefully described in **PART-I** and **PART-II** of the **SECOND SCHEDULE** hereunder written, shall be treated as a single indivisible apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.14 The Developer agrees to pay all outgoings before transferring the physical possession of the apartments to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity and such other liabilities payable to competent authorities, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the allottees or any liability before transferring the apartment to the allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person. Provided However that the Developer shall not be liable or continue to remain liable for any such outgoings for which it has not received any payments from the Allottee. The Developer will however also not be responsible for the above in case the Developer has offered possession and the Allottee has refused or neglected or delayed in taking such possession within two months of the Project Completion Date for any reason whatsoever. All such liabilities and outgoings shall be deemed to be the liability of the Allottee from the date falling next after the expiry of two months from the Project Completion Date when the Allottee for all purposes will be deemed to have taken

possession of the Apartment in accordance with the terms of this Agreement ("**Deemed Possession Date**").

- 1.15 The Allottee has paid a total sum of Rs. [■] /- (Rupees [■] only) including booking amount of Rs. .... /- ("**Booking Amount**"), being part payment towards the Total Price of the said Apartment, at or before the execution of this Agreement, which amount includes the application money of Rs. [■] /- (Rupees [■] only) paid by the Allottee at the time of his application for allotment of the said Apartment in the Project (the receipt of which the Developer hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the said Apartment as prescribed in the Payment Plan in the **FOURTH SCHEDULE** hereto or as may be demanded by the Developer within the time and in the manner specified therein.

Provided That, if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest equivalent to Prime Lending Rate of State Bank of India plus two per cent.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments within the stipulated time mentioned in the Demand Letter issued by the Developer from time to time in accordance with the Payment Plan mentioned in the **FOURTH SCHEDULE** below through Account Payee cheque / demand draft / banker's cheque or online payment (as applicable).

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 on acquisition / sale / transfer of immovable properties in India, etc. and provide the Developer with such permission and approvals, which would enable the Developer to fulfill its obligations under this Agreement. Any refund or transfer of security, if provided, shall be in terms of or in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

5. **TIME IS ESSENCE:**

The Developer shall abide by the time schedule for completing the Project, as disclosed, and towards handing over the said Apartment to the Allottee and the Common Areas to the association of the Allottees. Similarly, the Allottee shall also abide by the time schedule in respect of making Payments to the Developer as mentioned hereunder or as mentioned in the Demand Letter that may be raised from time to time by the Developer under or in pursuance of this Agreement.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been duly designed by the Project Architect(s) and approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject however to such minor architectural or structural changes as may be advised by the Project Architect(s) or project consultants and/or the competent authority in accordance with the applicable laws.

7. **POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment** - The Developer agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the

essence of the Agreement. The Developer assures to hand over possession of the Apartment along with right to use the Common Areas with all specifications, amenities and facilities of the Project in place on December, 2021, ("**Committed Possession Date**") unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other reason beyond the reasonable control of the Developer affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the Allottee within 45 (forty-five) days from that date. The Developer shall intimate the Allottee about such termination at least 30 (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 Developer and/or the Apartment and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession and registration of Deed of Conveyance** : The Developer, upon obtaining the completion certificate from the competent authority ("**Project Completion Date**"), shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within two months from the Project Completion Date after making full payment of the Total Price to the Developer together with other applicable payments as per terms of this Agreement and by executing necessary indemnities, undertakings and such other documents as may be required for taking possession of the said Apartment and the Developer shall give possession of the said Apartment to the Allottee.

Simultaneously with the offer for possession, as aforesaid, the Developer shall also call upon the Allottee to get the said Apartment registered in his name by registration of the Deed of Conveyance in respect thereof within 3 (three) months from the Project Completion Date. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking actual possession or from the Deemed Possession Date, whichever is earlier, agree(s) to pay the maintenance charges and common expenses, particulars whereof are more particularly mentioned in the **EIGHTH SCHEDULE** hereunder written, and/or as determined by the Developer / Association of allottees, as the case may be, after the issuance of the completion certificate for the

Project. The Developer shall hand over copy of the completion certificate to the Allottee at the time of conveyance of the said Apartment. Similarly, in case the Allottee does not or is not able to or willfully delays in having its Deed of Conveyance in respect of the said Apartment registered within the prescribed time, then in such case, the Allottee shall keep the Developer indemnified saved and harmless of from and against all administrative proceeding, costs, charges and damages on any account whatsoever that the Developer might suffer because of such failure of the Allottee.

- 7.3 **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Apartment from the Developer. In case the Allottee fails to make full payment of the Total Price including the Extras and Deposits in terms of this Agreement and execute necessary documents to take possession of the said Apartment, it shall be deemed that the Allottee has taken possession of the said Apartment on the Deemed Possession Date and all obligations and outgoings in respect of the said Apartment like maintenance charges, property rates and taxes, etc., payable in respect of the said Apartment shall become immediately applicable and payable by the Allottee.
- 7.4 **Formation of Association after Project Completion** – After obtaining the completion certificate and handing over physical or deemed possession of the Apartment, as the case may be, to the allottees, it shall be the responsibility of the Developer to get an Association formed for the purpose of maintenance of the Project in general and the Common Areas in particular within 3 (three) years of the Project Completion Date or as prescribed by the local laws, whichever is later, and hand over the necessary documents and plans, including the Common Areas, to the said association.
- 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 the Agreement / withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the Booking Amount plus GST, as applicable, (**“Cancellation Fees”**). The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 (forty-five) days of such cancellation, The GST paid by the Allottee shall be refundable only if the Promoter receives refund/credit for the same from the concerned authorities. Such refund, if any, shall be made within 30 days of receipt/credit of GST.
- 7.6 **Cancellation by Developer**– The Allottee agrees that the Developer shall be entitled at its option to cancel this Agreement at any time in the following cases:-
- (i) If the delay or default of the Allottee to honour any Demand Letter and/or demand notice issued by the Developer in terms of this Agreement continues for

a period more than 3 (three) months of such Demand Letter, whether or not any reminder has been given by the Developer to the Allottee in respect thereof;

- (ii) If the Allottee is found to be of unsound mind or declared to be insolvent;
- (iii) If the amounts paid by the Allottee is found to be from unlawful sources;
- (iv) If the Allottee is found to have misrepresented any facts in the Application Form or at any other stage to the Developer.

In any of the aforesaid cases, the Developer shall be entitled to deduct the Cancellation Fees and pay the balance amounts to the Allottee within 45 (forty-five) days from the date of such termination / cancellation.

- 7.6 **Compensation** — The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Project is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the Developer within the Committed Possession Date, as specified in para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or, (iii) for any other reason, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, the Developer shall be liable, to return the total amount received by him in respect of the Apartment, on demand to the Allottees, with interest at the rate prescribed in the Rules including compensation in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 (forty-five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNER AND THE DEVELOPER:**

The Owner and the Developer hereby represent and warrant to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the said Project Land and the Developer has requisite lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (ii) There are no encumbrances upon the said Land and/or the Project;

- (iii) There are no other litigations pending as of this date before any court of law or authority with respect to the said Land / Project or the Apartment, excepting a suit, being Title Suit No. 130 of 2012 before the Court of the Ld. Civil Judge (Sr. Division) at Baruipur. Such suit has no merit as the Owner has purchased the entirety of Project Land from West Bengal Finance Corporation under a Deed of Sale dated 21<sup>st</sup> January, 2008.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and apartment and the Common Areas;
- (v) The Owner and the Developer have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may be prejudicially affected;
- (vi) The Owner and the Developer have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the said Apartment, which will in any manner affect the rights of the Allottee under this Agreement;
- (vii) The Owner and the Developer confirm that neither of them are restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) Subject to the Allottee complying with his/her/their obligations contained in this Agreement, the Developer shall, on or before registration of the Conveyance Deed of the said Apartment, hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;
- (ix) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (x) The Developer has duly paid and shall continue to be liable to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the Project has been issued;

- (xi) As of this date, no notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner or the Developer in respect of the said Land and/or the Project Land.

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

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

- (i) The Developer fails to provide ready to move in possession of the Apartment to the Allottee within the Committed Completion Date as 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 concerned Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate has been issued by the competent authority:
- (ii) Discontinuance of the Developer's business as a developer at any stage of the Project on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Developer at any stage under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest, Provided That nothing herein contained shall entitle the Allottee to stop payment of the amounts payable for the previous stages or previous milestones as per the Payment Plan; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (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 Developer, interest at the rate prescribed in the Rules, for every month of delay

till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 (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 in accordance with the demands made by the Developer from time to time as per the Payment Plan mentioned in the **FOURTH SCHEDULE** hereto, despite having been issued notice in that regard. The Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules from the date of default till actual payment is made;
- (ii) In case of default by Allottee under the condition listed above for a period beyond 3 (three) consecutive months, the Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the balance money paid to Developer by the Allottee after deducting Cancellation Fees and this Agreement shall thereupon stand terminated and the Developer shall be eligible to allot the said Apartment to other intending allottee.

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

The Developer, on receipt of the Completion Certificate will call upon the Allottee to make payment of balance of the Total Price and other amounts agreed to be paid by the Allottee under or pursuant to this Agreement and to get the Deed of Conveyance of the said Apartment registered in his name within 3 (three) months of the Project Completion Date. The Developer shall on receipt of the Total Price of the Apartment as per para 1.2 of this Agreement from the Allottee, cause the Deed of Conveyance to be executed by the Owner and itself and convey the title of the said Apartment together with right to use the Common Areas in favour of the Allottee. However, in case the Allottee has taken possession of the said Apartment but fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice so as to enable the Owner and the Developer to have the Deed of Conveyance of the said Apartment registered in his favour, the Owner and the Developer shall be entitled to proceed against the Allottee in accordance with the applicable law and the Allottee agrees to indemnify and keep the Owner and the Developer saved, harmless and indemnified of from and against all administrative charges, actions, suits, proceedings, costs, claims, demands and damages, which the Owner and/or the Developer may suffer or be put to due to such inaction and/or default of the Allottee.

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

The Developer shall be responsible to provide and maintain essential services in the said

Project till the taking over of the maintenance of the said Project by the association after the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment in the form of Maintenance Charge Deposit for 1 (one) year of estimated costs. In case the formation of the Association is delayed beyond the said period, the Developer shall continue to manage and maintain the essential services in the said Project till the Association is formed and the said Project generally and the Common Areas in particular are handed over to the Association and the Allottees shall be liable to pay to the Developer the charges for such maintenance as fixed by the Developer at actuals.

**12. COMMON AREAS AND ITS HAND OVER TO THE ASSOCIATION:**

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

The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association including payment of membership charge to become member or shareholder of such Association.

The Developer shall at an appropriate time within a maximum period of 3 (three) years of the Project Completion Date, notify the detailed scheme of formation of the Association to the Allottee (as also to all other allottees of other apartments of the Project) in accordance with the West Bengal Apartment Ownership Act, 1972, so as to enable them to constitute/form such Association.

**13. INTERIM MAINTENANCE PERIOD:**

During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Developer shall through itself or through a facility management company, run, operate, manage and maintain the Common Areas in the manner as follows:

- (i) The Developer shall be responsible for the maintenance and operation of the Common Areas including for providing the required manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis, if any.
- (ii) The maintenance and management of Common Areas will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

- (iii) The Rules / Bye Laws to regulate the use and maintenance of the Common Areas shall, during the interim maintenance period, be framed by the Developer with such restrictions and charges as may be deemed necessary for proper maintenance.
- (iv) After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye-laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

14. **RESIDENTS' CLUB:**

- 14.1 The Developer shall provide a recreational club within the Project / Said Complex (**Residents Club**) upon grant of necessary approvals and permissions, if any, for the same. The name of the Residents Club shall be **Club ADDA**.
- 14.2 **Facilities of Residents Club:** The Residents Club shall have recreational/ sports / banquet and other facilities.
- 14.3 **Ownership of Residents Club:** The Allottees of the Said Complex shall be the proportionate owners of the Residents Club including all movable and immovable assets and all other properties thereof.
- 14.4 **Management and Maintenance of Residents Club:** The Residents Club shall be managed and maintained by the Developer for a period of 12 months and thereafter by the Association. Charges for Pay & Use facilities for the Residents Club shall be chargeable separately during these 12 months period.
- 14.5 **Rules of Residents Club:** The Developer shall be entitled to make rules, regulations and/or bye-laws for governing and regulating the user charges, management, maintenance, general administration, running and operation of the Residents Club (**Club Rules**) which shall be binding on all flat owners as members thereof including the Allottee and the Allottee hereby agrees to abide with all such rules and regulations of the Residents Club.
- 14.6 **Rights in Residents Club on Transfer:** In case of transfer of the Said Apartment by the Allottee, the Allottee's membership of the Residents Club shall cease and the Allottee's transferee shall automatically become a member of the Residents Club.
- 14.7 **Usage Charge:** Usage charges/club subscription (**Usage Charge**) for using facilities at the Residents Club may be charged and revised from time to time by the Developer or the Association, upon formation as per Club Rules. Guest charges, as applicable may also be charged by the Developer or the Association, upon formation as per Club Rules.
- 14.8 **Membership and Usage:** The membership of the Residents Club in respect of each apartment shall be in the name of one person only. Accordingly, in the event of any

apartment having more than one owner, the co-owners thereof shall nominate from amongst themselves one person for such membership (**Member**). In the event of any apartment not being owned by individuals but by a limited company or a limited liability partnership or a partnership firm or a Hindu Undivided Family or Trust or other body, then one individual shall be nominated by such apartment owner for membership of the Residents Club. Change of nominee shall be permitted in accordance with the Club Rules. In the event of death of any Member, the membership of the Residents Club shall be transferred to the co-owner (if any) of the concerned residential flat and in the event of there being no co-owner, then to one person from amongst the heirs of the Member who is nominated by all the heirs for such purpose. It is expressly agreed that only the residents who are permanently residing in any of the apartments in the Said Complex shall be entitled to the use of the Residents Club. However, subject to compliance with the Club Rules, guests may be permitted to use the Club if accompanied by a Member and subject to such conditions and payment of such guest charges as may be fixed or revised from time to time. The rights of use as also the obligations of the Allottee as a Member of the Residents Club shall be governed by the Club Rules and the Allottee agrees, undertakes and covenants to abide by the Club Rules and to make payment of Club Charge and other expenses as may be fixed and/or revised from time to time as per the Club Rules.

**15. DEFECT LIABILITY:**

- 15.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement for Sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 15.2 below, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.
- 15.2 The Developer shall not be liable to rectify any defect occurring under the following circumstances:
- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;
- v) Cracks developing on joints of brick walls and RCC beams or columns or vertical Bands or horizontal Bands arising out of different materials which have different coefficient of expansion and contraction, any such cracks being normal in high rise buildings and need to be repaired by Allottee or Association from time to time, as the case may be, Provided However that any cracks which develop for reasons other than as mentioned above, the Developer shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Developer are not being maintained or used by the Allottee or his / her agents in the manner in which same is required to be maintained or used.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuation or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
- viii) If the Project Architect(s) certifies that the defects complained of are not manufacturing defect or due to poor workmanship or poor quality.
- ix) There being any deterioration in the quality or functioning of any electrical or mechanical systems, instruments, appliances and/or gadgets installed in the Project or the Apartment due to normal wear and tear and/or any physical damage thereto.
- x) Notwithstanding anything hereinbefore contained it is hereby expressly agreed

and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained in clause 15 hereinabove.

**16. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**17. USAGE:**

**Use of service / reserved areas:**

The service / reserved areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any other manner whatsoever.

**18. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

18.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the Common Areas, including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable condition and 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.

18.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the

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

- 18.3 The Allottee shall plan and distribute his electrical load within the Apartment in conformity with the electrical design made by the electrical consultant of the Developer. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

20. **ADDITIONAL CONSTRUCTIONS:**

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

- 20.1 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has irrevocably consented to and/or hereby irrevocably consents that the Promoter shall, until handing over the possession of all the Apartments, be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/ further construction in the Premises including by raising of any additional floor/storey/ construction over the roofs of the Buildings and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Promoter is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions and the same is and shall be deemed to be the Allottee's previous written consent under the Act. The Allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of the same. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for

other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter. The Promoter shall, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/ approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

21. **OWNER AND DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

22. **APARTMENT OWNERSHIP ACT:**

The Developer has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Developer will show compliance of various laws/regulations as applicable in West Bengal.

23. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Owner and the Developer 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 Registrar or Sub-Registrar or District Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar or Sub-Registrar or District Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the 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.

24. **ENTIRE AGREEMENT:**

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

25. **RIGHT TO AMEND:**

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

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

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

27. **WAIVER NOT A LIMITATION TO ENFORCE:**

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

27.2 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.

28. **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.

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

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

30. **FURTHER ASSURANCES:**

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

31. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Owner through its authorized signatory, at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Developer and registered at the office of the Registrar or Sub Registrar or District Registrar for registration, in terms of para 23 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.

32. **NOTICES:**

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

Name of Allottee

(Allottee Address)

(Allottee email id)

**Exult Realty Private Limited,**

50, Jawahar Lal Nehru Road,  
Kolkata-700071  
(Owner email id)

**Ideal Aurum Nirman LLP**

50, Jawahar Lal Nehru Road,  
Kolkata-700071  
(Developer email id)

It shall be the duty of the parties to inform each other of any change in the above details 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 parties, as the case may be.

33. **JOINT ALLOTTEES:**

That in case there are joint allottees, all communications shall be sent by the Developer 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.

34. **SAVINGS:**

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

35. **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.

36. **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 through the Authority appointed under the Act.

### 37. OTHER TERMS AND CONDITIONS

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Developer and Allottee to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the sub-clauses in clause 37 hereinafter contained shall prevail).

#### 37.1 Extras & Deposits:

**Extras:** In addition to the Total Price, the Allottee shall also pay to the Developer, as and when demanded by the Developer (time being the essence of the contract), by negotiable instruments payable at Kolkata favouring the Developer, the following amounts (collectively **Extras**), towards:

- a) **Proportionately:** Proportionate share towards providing the special amenities / facilities in the Common Portions (save and except those described in the **Schedule** below) and improved specifications of construction of the Said Apartment and/or the Said Complex over and above the specifications described in the **Schedule** below (**Specifications**).
- b) **Wholly:** Wholly the costs, expenses and charges towards:
  - (i) **Taxes:** Works Contract Tax, Sales Tax, Goods and Service Tax, or any other statutory tax, duty, cess, levy or charge, betterment fee, development charges and any other imposition levied by the State Government, Central Government or any other authority or body on the Owner and/or the Developer or any of them, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Apartment. In case of cancellation of this Agreement by the Owner and the Developer for the reasons mentioned in clause above, the amount of Taxes (except GST), if any paid by the Allottee, shall stand forfeited and the amount of GST shall be refunded after the Owner and/or the Developer receive the refund thereof from the authority concerned.
  - (ii) **Electricity:** Costs, expenses, deposits and charges for providing electricity meter for the Said Apartment payable within 15 days of demand thereof by the electricity supplying authority failing which meter and electricity connection shall not be provided to the Said Apartment by the Developer.

- (iii) **Advance Maintenance Charge:** Interest free advance, for proportionate share (**Maintenance Charge**) of the common expenses described in the **Schedule** below (**Common Expenses**) @ Rs.4.80p (Rupees four and paise eighty only) plus GST per square feet per month on built-up area of the Said Apartment, for a period of 12 (twelve) months, from the Date Of Possession Notice (**Advance Maintenance Charge**). The Advance Maintenance Charge shall (1) be fully adjusted by the Developer against the Common Expenses for the said limited period of 12 (twelve) months only (2) be a fixed payment after payment of which the Allottee shall have no further obligation to pay any other amount towards Maintenance Charge for the said period of 12 (twelve) months save and except the running and operational expenses including the cost of diesel for the generator/s which shall be charged proportionately and separately at actual by the Developer (3) be fully appropriated by the Developer without obligation of any accounting and (4) be handed over by the Developer to the body of flat owners of the Said Complex, which may be a syndicate, committee, facility manager, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Developer shall handover only the proportionate balance amount remaining of the Advance Maintenance Charge. It is clarified that (1) the Said Complex may be maintained through a Facility Manager, in which event all payments (other than Advance Maintenance Charge) shall be made by the Allottee to the Facility Manager, after the said period of 12 (twelve) months or earlier if the Association is formed, and (2) the supervision of maintenance of the Said Complex shall be handed over by the Developer to the Association, at the earliest, for enabling the Association to deal directly with such Facility Manager.
- (iv) **Formation of Association:** Formation of the Association, which shall be Rs.2,000/- (Rupees two thousand only).
- (v) **Legal Fees:** Legal fees in respect of the Said Flat, amounting to Rs.20,000/- (Rupees twenty thousand only) for which the Developer shall do all accounting with the Legal Advisors.
- (vi) **Stamp Duty and Registration Costs:** Stamp duty, registration fees for registration and all other fees and charges, if any, as applicable and intimated by the Developer together with fixed miscellaneous expenses

of Rs.10,000/- (Rupees Ten Thousand only) for each registration within 15 (fifteen) days prior to the date of registration.

- (vii) **Maintenance Deposit:** Interest free deposit on account of Maintenance Charge (**Maintenance Deposit**) calculated @ Rs.30/- (Rupees forty only) per square feet of built-up area of the Said Apartment.
- (viii) **Increase in Total price:** Any increase / decrease in the Total Price due to increase / decrease in the measurement of the Said Apartment, at the rate at which the Total Price of the Said Apartment has been computed.

### 37.2 **DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE MAINTENANCE PERIOD:**

Failure to pay Maintenance Charges, Electricity Charges, DG usage charges, if any, Facility Usage charges, if any within due dates may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 1% per month or part on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment. Moreover, if the default continues for more than 3 months, then the Developer / Association (upon formation and handover) may;-

- (i) Adjust the Maintenance Fund of the allottee for making payments for common purposes.
- (ii) In case, allottee is a regular defaulter, ask allottee to make further investment of Maintenance fund or ask for advance payments of maintenance charges as the owner/association as the case may be deem fit.
- (iii) Restrict the use of certain common facilities like lift, housekeeping etc. till the total liability is cleared.

### 37.3 **Payment of Total Price prior to Possession:**

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

### 38. **COVENANTS:**

---

Signature of the Owner

---

Signature of the Allottee(s)

### 38.1 **Allottee's Covenants:**

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

#### 38.1.1 **Allottee aware of and satisfied with Common Areas, amenities and facilities and specifications:**

The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, amenities, facilities and specifications and all other ancillary matters including the right, title and interest of the Owner and the Developer to the Project Land and the Project approvals, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

The Allottee further agrees and understands that the Developer shall at all times hereafter be entitled to put up and display its brand name and logo on the ultimate roof of the said building or at the main entrance of the building or some other conspicuous place in the common area and the Allottee shall not under any circumstances obstruct to such display or object the free movement of the Owner or the Developer or their men and agents within the Project premises for accessing such signages and/or display boards.

#### 38.1.2 **Allottee to mutate and pay rates & taxes:**

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Rajpur-Sonarpur Municipality (**RSM**), within 30 (thirty) days from the date of taking conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Developer /Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

#### 38.1.3 **Allottee to pay maintenance charge:**

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

#### 38.1.4 **Charge / Lien:**

---

Signature of the Owner

---

Signature of the Allottee(s)

The Developer shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Developer provided however, if the said Apartment is purchased with assistance of a financial institution, then such charge / lien of the Developer shall stand extinguished on the financial institution provided all dues payable to the Developer are cleared by the Allottee and/or such financial institution.

**38.1.5 No rights of or obstruction by Allottee:**

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

Moreover, the Allottee shall not be entitled to object or hinder the entry to and access of any common areas or portions of the Project Land or any part thereto to any service provider for the purpose of carrying out any repairs / replacement / maintenance / changes / additions / alterations to the services, facilities and amenities provided by them at the Project Land and the Developer / Association (upon formation) shall issue NOC for carrying out their work whenever required by such service provider. Any resultant repair and/or touch-up work required to be carried out pursuant to such repairs / replacement / maintenance / changes / additions / alterations by any service provider, unless the same has been done by such service providers, shall be carried out by the Association at its own cost and the Allottee agrees to bear the proportionate cost thereof.

**38.1.6 Variable Nature of Land Share and Share In Common Areas:**

The Allottee fully understands and accepts that (1) the undivided proportionate share or interest of the Allottee in the said Project Land (for short "the said Land Share") shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all apartments in the Project, (2) if the total carpet area of the Project is recomputed by the Developer or if any additional areas are built as provided under the Act, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

**38.1.7 Obligations of Allottee:**

**The Allottee shall:**

- (a) **Co-operate in management and maintenance:** Co-operate in the management and maintenance of the Common Areas facilities and amenities of the Project by the Developer /Association (upon formation), as applicable.
- (b) **Observing Rules:** Observe the rules framed from time to time by the Developer /Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities of the project.
- (c) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of possession, wholly for the Said Apartment and proportionately for the Common Areas, facilities and amenities.
- (d) **Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Developer or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Developer /Association (upon formation).
- (e) **Use of the Apartment:** Use the Apartment for its sanctioned use or purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for any purposes other than that as may be sanctioned or permitted by the competent authority. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **Maintenance of Apartment:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment at the cost of the Allottee.
- (g) **Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons / Dustbins:** Use the spittoons / dustbins located at various places in the Project.

- (i) **No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment including Balcony colour and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.
- (j) **No Structural Alteration and Prohibited Installations:** Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Developer and/or the Association coming to know (before or after deed of conveyance) of any change made by the Allottee then the Developer and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- (k) **No Air Conditioning Without Permission:** Not to install any window air-conditioner or put outdoor unit of split air-conditioner other than at the place already provided or in such places as designated by the Developer.
- (l) **No Grills :** Not install any grill on the balcony or verandah save and except as provided by the Developer as advised by the Project Architect(s).
- (m) **No Sub-Division:** Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (n) **No Change of Name:** Not to change / alter / modify the name of the Building or Club from that mentioned in this Agreement. However, the Developer shall have the right to alter the name of the said Residents Club and/or its facilities / areas to any other name, as the Developer may in its sole discretion deem fit. Such names shall be finalized before handing over of possession of the said club to the Association upon its formation.
- (o) **No Nuisance and Disturbance:** Not to use the said Apartment or the Common Areas or the Garage space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Developer or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

- (p) **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including shoe cabinets and cycles in the Common Areas including floor corridors, areas immediately outside the main entrance of the said Apartment and areas under ground staircase, etc.
- (q) **No Obstruction to Owner /Developer /Association:** Not to obstruct the Owner/ Developer/ Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Developer in constructing/repairing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- (r) **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.
- (s) **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Developer / Association (upon formation) for the use of the Common Areas, amenities and facilities.
- (t) **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
- (u) **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Garage space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- (v) **No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building/Project.
- (w) **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.
- (x) **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- (y) **No Installing Generator:** Not to install or keep or run any generator in the said Apartment or any part of the Project.

- (z) **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Apartment/Project.
- (aa) **No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same as decided by the Developer or the Association.
- (bb) **No Hanging Clothes:** Not to hang or cause to be hung clothes in Common Areas or roof and from the balconies of the Said Apartment.
- (cc) **No Smoking or spitting in Common Areas:** Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
- (dd) **No Plucking Flowers:** Not to pluck flowers or stems from the gardens.
- (ee) **No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.
- (ff) **No Trespassing:** Not to trespass or allow trespass over any areas exclusively allotted to any allottees or retained by the Developer in the Project including but not limited to the lawns and green plants within the Common Areas.
- (gg) **No Overloading Lifts:** Not to overload the passenger lifts and to move goods only through the stretcher lifts and/or staircase of the Building.
- (hh) **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire.
- (jj) **No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- (kk) **Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Developer / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

#### 38.1.8 **Notification regarding Letting / Transfer:**

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Developer /Association (upon formation) of the tenant's/transferee's address and telephone number. It is the responsibility of the Allottee to ensure that any such tenant / transferee abides by the terms and conditions of this Agreement

or the rules and regulations of the Association. Allottee can let-out or transfer only after clearance of all upto date dues of Developer / Association (upon formation).

**38.1.9 No Right in Other Areas:**

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building save and except the said Apartment and the share in the Common Areas.

**38.1.10 Indemnity:**

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

**38.2 Owner's / Developer's Covenants:**

The Owner and the Developer covenant with the Allottee and admit and accept that:

**38.2.1 No Creation of Encumbrance:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Owner / Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement. This may however not restrict the Owner / Developer in creating any charge, mortgage, lien over or in respect of any other apartment or spaces of the Project in terms of the Act or Rules.

**38.2.2 Documentation for Loan:**

The Owner / Developer shall provide to the Allottee all available documents pertaining to the said Project so that the Allottee, if eligible, may get loan from banks and financial institutions, if required by the Allottee.

**39. Nomination by Allottee with Consent:**

The Allottee admits and accepts that before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement

subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

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

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

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

The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 (twelve) months from the date of this Agreement.

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

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

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ Rs.37.50p (Rupees thirty seven and paise fifty only) per sq.ft. plus GST at rates as applicable at the time of such nomination of the carpet area of the said Apartment including the carpet area of the servant quarter / store / balcony / verandah / terrace, if any, as and by way of nomination fees to the Developer. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Developer due to nomination by the Allottee shall be compensated by the Allottee to the Developer by paying the agreed compensation equivalent to the income tax payable on such nomination. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

**40. Future Contingency and Covenant of Allottee:**

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Developer may deem appropriate or as may be directed by appropriate authorities or as may be made by the Developer keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Owner in this regard,

including but not limited to sign and/or execute documents and/or deeds as required by the Developer or the competent authority as and when called upon by the Developer without any claim demand demur or protest.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART – I**

**(PROJECT LAND)**

**ALL THAT** piece and parcel of land containing an area of 4.24 acres (equivalent to 256.52 cottahs), more or less, situate, lying at, comprised in and forming part of R.S. Dag Nos. 1949, 1950, 1953, 1954, 1955, 1959, 1992, 1993, 1994, 1995, 1996, 2000, 2001, 2002, 2003, 2006, 2007, 2008, 2011, 2013, 2016, 2017, 2057, 2072 and 2197, corresponding to L.R. Dag Nos. 2205, 2206, 2210, 2212, 2211, 2218, 2219, 2220, 2227, 2254, 2255, 2256, 2260, 2261, 2262, 2263, 2266, 2267, 2268, 2271, 2273, 2276, 2277, 2318, and 2334, R.S. Khatian Nos. 383, 741, 373, 378, 460, 612, 437, 744, 745, 1522, 438, 1144, 1145, 1116, 1115, 141, 423, 1292, 416, 1571, 1287, 1209, 418, 308, 325/2, 468 and 1293, L.R. Khatian No. 2129, Mouza Kumrakhali, J.L. No. 48, P.S. Sonarpur and P.O. Narendrapur, Holding No. 116, under Ward No. 27 of Rajpur-Sonarpur Municipality, in the District of South 24-Parganas, in the State of West Bengal, and delineated in RED colour on the attached Plan and butted and bounded as follows :

<b>ON THE NORTH</b>	: By Sonarpur Station Road
<b>ON THE SOUTH</b>	: By Open Land
<b>ON THE EAST</b>	: By Panchayet Road
<b>ON THE WEST</b>	: By Partly pond and partly property of Mr. C. K. Sen

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

**PART – II**

**(DEVOLUTION OF TITLE)**

- A. Dominion Rubber Company Private Limited was seized and possessed of **ALL THAT** piece and parcel of land measuring 4.369 acres, more or less, situate, lying at, comprised in and forming part of R.S. Dag Nos. 1949, 1950, 1953, 1954, 1955, 1959, 1992, 1993, 1994, 1995, 1996, 1999, 2000, 2001, 2002, 2003, 2006, 2007, 2008, 2011, 2013, 2016, 2017, 2057, 2072 and 2197, corresponding to L.R. Dag Nos. 2205, 2206, 2210, 2212, 2211, 2218, 2219, 2220, 2227, 2254, 2255, 2256, 2259, 2260, 2261, 2262,

2263, 2266, 2267, 2268, 2271, 2273, 2276, 2277, 2318, and 2334, R.S. Khatian Nos. 383, 741, 373, 378, 460, 612, 437, 744, 745, 1522, 438, 1144, 1145, 1115, 1116, 141, 423, 1292, 416, 1571, 1287, 1209, 418, 308, 325/2, 468 and 1293, Mouza Kumrakhali, J.L. No. 48, P.S. Sonarpur and P.O. Narendrapur, Holding No. 116, under Ward No. 27 of Rajpur-Sonarpur Municipality, in the District of South 24-Parganas, in the State of West Bengal, hereinafter referred to as “the **Larger Property**”.

- B. By an Indenture dated 21<sup>st</sup> June, 1983 made between Dominion Rubber Company Private Limited, therein referred to as the Company, acting through the official Liquidator, High Court, Original Side, Calcutta as its liquidator, therein referred to as the Vendor of the First Part, S.P. Cycles Limited, therein referred to as the Purchaser of the Second Part, and Sen & Pandit Limited, therein referred to as the Confirming Party of the Third Part, and registered with Registrar of Assurances, Calcutta, in Book No. I, Volume No. 212, Pages 166 to 180, Being 6044 for the year 1983, the Vendor therein with the confirmation of the Confirming Party therein, sold, conveyed and transferred unto and to the Purchaser therein **ALL THAT** the Larger Property.
- C. The said S.P. Cycles Limited had created mortgage over the Larger Property for the purpose of obtaining loan in the year 1986 by depositing title deeds of the Larger Property with West Bengal Financial Corporation (hereinafter referred to as “**WBFC**”) and also again in the year 1990 from the West Bengal Industrial Development Corporation (hereinafter referred to as “**WBIDC**”).
- D. Upon failure of the said S.P. Cycles Ltd. to repay the said loans, WBIDC filed a Misc. Case being No. 15 of 1995 in the Court of the Learned District Judge at Alipore and had obtained a decree of sale of Larger Property.
- E. In pursuance of the above order of sale, WBIDC had handed over the Larger Property to Jagannath Business Services Pvt. Ltd., being the erstwhile intending purchaser, on deferred payment terms after publishing a notice in the newspaper.
- F. Subsequently, WBIDC had cancelled the aforesaid sale to Jagannath Business Services Pvt. Ltd. by a notice dated 19/21<sup>st</sup> July, 2004.
- G. WBFC had served a notice dated 5<sup>th</sup> July, 2005 to Jagannath Business Services Pvt. Ltd. to recover its mortgage debts, against which Jagannath Business Services Pvt. Ltd. had filed a Writ Petition being No. 13606 (W) of 2005 which was, though dismissed earlier by the Hon'ble Justice Girish Chandra Gupta by default on 29<sup>th</sup> March, 2006, subsequently restored and finally dismissed on contest on 28<sup>th</sup> February, 2007 by upholding the right of WBFC to sell the Larger Property.
- H. WBFC had then taken over possession and had issued a sale notice dated 1<sup>st</sup> April, 2006 for sale of the Larger Property.

- I. The said Jagannath Business Services Pvt. Ltd. had again filed an appeal being MAT No. 760 of 2007 (FMA 1488 of 2007) against the aforesaid order in Division Bench of the High Court at Calcutta wherein the Hon'ble Justice Kalyan Jyoti Sengupta and the Hon'ble Justice Arun Kumar Bhattacharya had upheld the aforesaid order on 20<sup>th</sup> March, 2007, which was finally dismissed on contest by the Hon'ble Chief Justice S.S. Nijjar and Hon'ble Justice Tapen Sen on 19<sup>th</sup> December, 2007.
- J. In compliance with the aforesaid order dated 20<sup>th</sup> March, 2007 an open bidding was conducted by WBFC on 25<sup>th</sup> May, 2007 at its office in respect of the Larger Property wherein Ideal Real Estates Private Limited offered the highest bid.
- K. On invitation from WBFC vide letter 20<sup>th</sup>/24<sup>th</sup> December, 2007 to complete the purchase of the Larger Property, Ideal Real Estates Private Limited paid the full bid amount of Rs.4,55,00,000/- and nominated the Vendor herein to purchase the Larger Property and the same was informed to WBFC vide letter dated 18<sup>th</sup> January, 2008.
- L. Thereafter, by an Indenture dated 21<sup>st</sup> January, 2008 made between WBFC, therein referred to as the Vendor of the First Part, and the Vendor herein, therein referred to as the Purchaser of the Other Part, and registered with Additional Registrar of Assurances – I, Kolkata, in Book No. I, CD Volume No. 64, Pages 2280 to 2300, Being 03418 for the year 2008, the Vendor therein at and for the bidding amount therein mentioned, sold conveyed and transferred unto and to the Purchaser therein, being the Vendor herein, **ALL THAT** the Larger Property, absolutely and forever.
- M. In the premises, the Vendor herein has become the sole and absolute owner of **ALL THAT** the Larger Property, of which, the Said Premises is a part.
- N. The Vendor, thereafter, caused to be recorded its name in the Record of Rights maintained in the office of the B.L.&L.R.O., Sonarpur, South 24-Parganas, vide L.R. Khatian No. 2129.
- O. The Vendor has also caused to be mutated its name in the records of the Rajpur-Sonarpur Municipality as the owner of the Said Premises.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART – I**

**(SAID APARTMENT)**

**DESCRIPTION OF THE APARTMENT**

---

Signature of the Owner

---

Signature of the Allottee(s)

**ALL THAT** Apartment No. [■] containing a carpet area of [■] square feet and comprising of [■] Nos. of exclusive balcony / verandah / terrace, if any, measuring [■] square feet attached thereto on the [■] floor of the Building, and together with ..... Nos. of servant quarter / store, if any, measuring ..... Square feet, as earmarked in the plan annexed hereto duly bordered thereon in red, in the Building named Ideal Aurum at Mouza Kumrakhali, Sonarpur, within the jurisdiction of Ward No. 27 of Rajpur-Sonarpur Municipality, under P.S. Sonarpur, TOGETHER WITH the variable proportionate undivided indivisible impartible share or interest in the Common Areas of the said Project. A layout plan of the said Apartment is annexed herewith.

**PART – II**

**(SAID PARKING SPACE)**

**[ Description of the Parking Space earmarked (if applicable) ]**

Sl. No.	Type of car parking spaces	No. of spaces earmarked
1	Covered (Basement)	
2	Covered (Gr. Floor)	
3	Open Car Parking	
	<b>Total :</b>	

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREAS, AMENITIES AND FACILITIES)**

**A. Common Portions as are common between the co-owners of a Block:**

**1. Areas:**

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the ground floor of the Block.

\_\_\_\_\_  
Signature of the Owner

\_\_\_\_\_  
Signature of the Allottee(s)

- (f) Common Roof above the top floor of the block.

2. **Water and Plumbing:**

- (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Flat).
- (b) Drains, sewerage pits and pipes within the Block (save those inside any Flat) or attributable thereto.

3. **Electrical and Miscellaneous Installations:**

- (a) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency or Generator(s) / Standby Power Source to all the Flats in the Block and Common Portions within or attributable to the Block.
- (b) Lift and lift machinery of the Block.
- (c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.

4. **Others:**

Other areas and installations and/or equipment as are provided in the Block for common use and enjoyment.

**Residents' Club :**

- (a) Space for community hall.
- (b) Health club with well equipped gymnasium.
- (c) Swimming Pool.
- (d) Indoor Games room.
- (e) Jogging track.
- (f) Landscaped garden and children's play area.

**B. Common Portions as are common between all the Blocks:**

---

Signature of the Owner

---

Signature of the Allottee(s)

1. **Areas:**

- (a) Open and/or covered paths and passages inside the Said Complex.
- (b) Boundary wall around the periphery of the Said Complex and decorative gates for ingress and egress to and from the Said Complex.
- (c) Visitors' car park.

2. **Water and Plumbing:**

- (a) Centralized water supply system for supply of water in common to all Blocks in the Said Complex.
- (b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Blocks in the Said Complex.
- (c) Pumps and motors for water system for all Blocks and Common Portions of the Said Complex.
- (d) Water Treatment Plant
- (e) Sewerage Treatment Plant

3. **Electrical and Miscellaneous Installations:**

- (a) Wiring and accessories for lighting of Common Portions of the Said Complex.
- (b) Installation relating to sub-station and common transformer for the Said Complex.
- (c) Generator(s) / Standby Power Source and accessories for provision of stand by power to the Common Portions of the Said Complex.
- (d) CCTV
- (e) Common fire fighting equipment for the Said Complex, as directed by the Director of West Bengal Fire Services.

4. **Others:**

Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all Flat owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:****[ PAYMENT PLAN FOR TOTAL PRICE ]**

The Total Price shall be paid by the Allottee in the following manner:

<b>Sl. No.</b>	<b>Stages of Payment</b>	<b>% of Payment</b>	<b>Amount</b>
1	Booking Amount	10% of Unit Price + GST (Rs 2 lakhs + GST to be submitted at the time of filling of application form as Initial Booking Amount. Balance within 15 days from the date of application form.)	
2	Piling	10% of Unit Price+ GST	
3	On Completion of Ground Floor Casting	10% of Unit Price+ GST	
4	On Completion of 3 <sup>rd</sup> Floor Casting	10 % of Unit Price + GST	
5	On Completion of 6 <sup>th</sup> Floor Casting	10 % of Unit Price + GST	
6	On Completion of 9 <sup>th</sup> Floor Casting	10 % of Unit Price + GST	
7	On Completion of 12 <sup>th</sup> Floor Casting	10 % of Unit Price + GST	
8	On Completion of Roof of the respective Unit	10% of Unit Price + GST	
9	On Completion of Flooring of respective Unit	10% of Unit Price+ GST	
10	On Notice for Possession	10 % of Unit Price + Association formation + Legal Fees + Miscellaneous Fees +Stamp duty for registration +Registration fees+ Maintenance Deposit + Advance Maintenance Charges + GST	

**THE FIFTH SCHEDULE ABOVE REFERRED TO:****(Specifications)**


---

 Signature of the Owner

---

 Signature of the Allottee(s)

<b>Superstructure</b>	: RCC Structure.
<b>Walls</b>	: RCC / Brick Work.  Internal: POP/ Wall Putty.  Common Area: Paint.  External: Paint.
<b>Windows</b>	: Aluminium windows.
<b>Doors</b>	: Wooden Doorframe, Flush doors with accessories.
<b>Kitchen</b>	: Tiles flooring with granite top platform  Ceramic tiles dado (up to 2 feet above platform)
<b>Toilets</b>	: Concealed plumbing system using standard materials.  Ceramic sanitary ware with C.P. fittings.  Ceramic tiles flooring and ceramics tiles on walls.
<b>Flooring</b>	: Vitrified : Tiles in the living rooms.  Marble/Tiles/Stones in all Common Portions including the stairs.  Vitrified Tiles in the bed room.
<b>Electricals</b>	: PVC conduit pipes with copper wiring.  15 and 5 Amp points in the living room, dining room, bed rooms, bath rooms and kitchen.  Telephone point in the living room.  TV point in the living room and all bed rooms.
<b>Water Supply / Sewerage System</b>	: 24 hours water supply.  Sewerage/Drainage system from the Block to the main sewerage system.
<b>Air Conditioning</b>	: In all bed rooms

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. **Maintenance:** All costs and expenses of maintaining, painting, decorating, repairing, replacing, redecorating, rebuilding, lighting and renovating the Common Portions including all exterior and interior walls (but not inside any Flat) and in particular the Common Roof to the extent of leakage to the upper floors.
  
2. **Operational:** All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Portions including transformer, generator, lift, water pump and light etc. and also the costs of repairing, renovating and replacing the same.
  
3. **Staff:** The salaries and all other expenses of the staff to be employed for the common purposes viz. manager, caretaker, security personnel and other maintenance persons including their bonus and other emoluments and benefits.
  
4. **Taxes & Levies:** Rates & Taxes and levies and all other outgoings for the Common Portions or for the Said Complex **save** the taxes determined and payable by the Flat Owners for their respective Flats upon separate assessment.
  
5. **Association:** Establishment and all other expenses of the Association or any agency looking after the Common Portions.
  
6. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).
  
7. **Facilities:** All costs and expenses incurred for the installation, maintenance, upkeep and running of the facilities as more fully described in the **3<sup>rd</sup> Schedule** above.

8. **Insurance:** All premiums and payments in respect of taking out insurance policy covering the Said Complex, periodically.
9. **Others:** All other expenses and/or outgoings as may be determined by the Vendor/Facility Manager/Association (upon formation) for the common purposes

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

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

(1) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

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

SIGNED AND DELIVERED BY THE WITHIN Please affix  
 NAMED: photograph and  
 Allottee: (including joint Allottees) sign across the

\_\_\_\_\_  
 Signature of the Owner

\_\_\_\_\_  
 Signature of the Allottee(s)

photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Signature of the Owner

\_\_\_\_\_  
Signature of the Allottee(s)