

**AGREEMENT FOR SALE**

This Agreement for Sale (“Agreement”) is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Two Thousand And \_\_\_\_\_).

**BY AND BETWEEN**

**M/S. EDEN RICHMOND PARK LLP**, ( Formerly known as Arya Green Towers LLP), holding **PAN : AAVFA0641A**, a Limited Liability Partnership incorporated in accordance with the provisions of the

“Limited Liability Partnership Act, 2008”, having its Registered Office at 17/1, **LANSDOWNE TERRACE, P. O. – KALIGHAT, P. S. – RABINDRA SAROBAR (PREVIOUSLY – LAKE), KOLKATA -700 026, WEST BENGAL** and represented by its Authorised Signatory Mr. Aditya Agarwal, son of Mr. Sunil Agarwal, holder of **PAN: AFEP A7678D**, by Nationality – Indian, by Faith - Hindu, by - Occupation – Business, working for gain at 17/1, **LANSDOWNE TERRACE, KOLKATA -700 026, P. O. – KALIGHAT, P. S. – RABINDRA SAROBAR (PREVIOUSLY –LAKE), KOLKATA -700 026, WEST BENGAL**, hereinafter called and referred to as the **“SELLER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partner, successor and/or successors in office/interest and assigns ) of the **FIRST PART.**

AND

(1) **M/S. AGNI DEALCOM PRIVATE LIMITED**, holding PAN : **AAGCA7797K**, (2) **M/S. QUICK COMMO SALES PRIVATE LIMITED**, holding PAN : **AAACQ2081N**, (3) **M/S. ICONIC SUPPLIERS PRIVATE LIMITED**, holding PAN : **AACCI1876K**, (4) **M/S. KAMAKSHYA VINIMAY PRIVATE LIMITED**, holding PAN : **AADCK8105E**, (5) **M/S. EKDANTA MERCHANDISE PRIVATE LIMITED**, holding PAN : **AACCE2807N**, (6) **M/S. PENTAGON SUPPLIERS PRIVATE LIMITED**, holding PAN : **AAFCP2661L**, (7) **M/S. INNOVATIVE COMMO SALES PRIVATE LIMITED**, holding PAN : **AACCI2005G**, (8) **M/S. COMMITMENT VINCOM PRIVATE LIMITED**, holding PAN : **AADCC8134B**, (9) **M/S. JACKPOT TRADELINK PRIVATE LIMITED**, holding PAN : **AAC CJ2606E**, (10) **M/S. GLADIOLUS MERCHANTS PRIVATE LIMITED**, holding PAN : **AADCG6186B**, (11) **M/S. JUNIPER COMMOTRADE PRIVATE LIMITED**, holding PAN : **AAC CJ2607F**, (12) **M/S. QUEENBEE SALES PRIVATE LIMITED**, holding PAN : **AAACQ2080P**, (13) **M/S. SUCCESS COMMO SALES PRIVATE LIMITED**, holding PAN : **AANCS6504P**, (14) **M/S. CONNECT DEALCOM PRIVATE LIMITED**, holding PAN : **AADCC8133G**, (15) **M/S. TWIN STAR DEALCOM PRIVATE LIMITED**, holding PAN : **AADCT3203G**, (16) **M/S. HORNBILL TRADECOM PRIVATE LIMITED**, holding PAN : **AACCH3060L**, (17) **M/S. FOCUS DEALERS PRIVATE LIMITED**, holding PAN : **AABCF4386L**, (18) **M/S. KSHITIJ VINCOM PRIVATE LIMITED**, holding PAN : **AADCK8106H**, (19) **M/S. LEAGUE DISTRIBUTORS PRIVATE LIMITED**, holding PAN : **AABCL6954G**, (20) **M/S. OMNI COMMODEAL PRIVATE LIMITED**, holding PAN : **AABCO2276L**, (21) **M/S. PASSION DEALERS PRIVATE LIMITED**, holding PAN : **AAFCP2662K**, (22) **M/S. WINSOME COMMODEAL PRIVATE LIMITED**, holding PAN : **AAACW9127B**, (23) **M/S. ZEAL DEALCOM PRIVATE LIMITED**, holding PAN : **AAACZ3951G**, (24) **M/S. YOUTH VINCOM PRIVATE LIMITED**, holding PAN : **AAACY4009Q**, (25) **M/S. FLAME SALES PRIVATE LIMITED**, holding PAN : **AABCF4387M**, (26) **M/S. LIMELIGHT MERCHANDISE PRIVATE LIMITED**, holding PAN : **AABCL6953B**, (27) **M/S. JALAPENO SALES PRIVATE LIMITED**, holding PAN : **AAC CJ2605H**, (28) **M/S. DECAGON DEALERS PRIVATE LIMITED**, holding PAN : **AADCD2948L**,

all Private Limited Companies within the meaning of Companies Act, 1956, as extended by the Companies Act' 2013, having their respective offices at **17/1, LANSDOWNE TERRACE, P. O. – KALIGHAT, P. S. – RABINDRA SAROBAR (PREVIOUSLY –LAKE), KOLKATA -700 026, WEST BENGAL** and represented by their Authorised Signatory Mr. Aditya Agarwal, son of Mr. Sunil Agarwal, holder of **PAN: AFEP7678D**, by Occupation – Business, by Nationality – Indian, by Faith – Hindu , working for gain at **17/1, LANSDOWNE TERRACE, P. O. – KALIGHAT, P. S. – RABINDRA SAROBAR (PREVIOUSLY –LAKE), KOLKATA -700 026, WEST BENGAL**, hereinafter, jointly, called and referred to as the ‘**CO-OWNERS**’ (which expression unless excluded by or repugnant to the subject or context to be deemed and include their respective successor and/or successors in their respective offices/interest and assigns ) of the **SECOND PART.**

### AND

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding **PAN :** -----, by Occupation - -----, by Nationality – Indian, by Faith - ----- AND (2) **MRS.** -----, wife of Mr. -----, aged about ----- years, holding **PAN :** -----, by Occupation - -----, by Nationality – Indian, by Faith - -----, both presently residing at -----, P. S. : -----, hereinafter, jointly, called and referred to as the ‘**ALLOTTEE**’ (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART.** "

The Seller, Co-owners and Allottee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

### RECITALS

#### **WHEREAS:**

- A. The said Co-owners became the absolute joint owners and occupiers of the entire land measuring more or less 219 Kattahs 06 Chittacks 31 Sq.ft. by virtue of purchase in pursuance of the following registered seven Deed of Conveyances :

<b>DATE</b>	<b>CO-OWNERS</b>	<b>DEED No. REGISTERED</b>	<b>AREA</b>
<b>AT</b>			
-----	-----	-----	-----
1. 10-05-2011	Mrs. Subhra De	04109/2011 A.R.A.-I, Kolkata	53K 03Ch 37 Sft.
2. 10-05-2011	Mrs. Subhra De	04110/2011 A.R.A-I, Kolkata	20 K09 Ch 05Sft.
3. 10-05-2011	Mr. Dilip Ray	04108/2011 A.R.A - I, Kolkata	11K 07Ch 41 Sft.
4. 20-12-2010	Mrs. Subhra De	09412/2010 DSR-IV, 24 PGS(S)	29K 20 Ch.
5. 15-03-2010	H. S. Charitable	01974/2010 DSR-IV, 24 PGS(S)	40K 00 Ch.

Trust

- |    |            |                                   |            |                   |                     |
|----|------------|-----------------------------------|------------|-------------------|---------------------|
| 6. | 15-03-2010 | Prime Creative<br>Constn. Pvt Ltd | 01983/2010 | DSR-IV, 24 PGS(S) | 56 K 00 Ch.         |
| 7. | 28-01-2016 | Tarak Nath Ghosh                  | 00767/2015 | ARA- I, Kolkata   | 07 K 13 Ch. 38 Sft. |

B. The aforesaid purchased lands are within the municipal limits of within of Rajpur-Sonarpur Municipality Ward No. 22, Dist South 24 Parganas, West Bengal.

C. The Co-owners have got their names mutated in L. R. Record and also at the office of Rajpur Sonarpur Municipality and the Co-owners are paying Land Revenue and taxes before local B.L.& L.R.O. authority and in the office of Rajpur Sonarpur Municipality.

D. The total area of the said Lands duly mutated in the joint names of the Owners as recorded in the records of the said municipality is 219 Cottahs 08 Chittack and 38 Sq.ft. more or less although the Co-owners are entitled 219 Kattahs 06 Chittacks 31 Sq.ft.

E. On measurement, the area, in possession of the Co-owners, have been found to be **196 Cottahs and 02 Chattacks 38 Sft.** situated in Mouza-Kodalia, Pargana-Baridhati, J.L.No.-35, Touji No. 120, R.S. No. 146, comprising in R.S. Dag No. 1399 under R.S. Khatian No. 992, R.S. Dag No. 1376 under R.S. Khatian No. 726, R.S. Dag No. 1379, 1380 & 1383 under R.S. Khatian No. 194, R.S. Dag No.1381 & 1384 under R.S. Khatian No.1245, R.S. Dag no. 1382 under R.S. Khatian No. 218, R.S. Dag No. 1385 under R.S. Khatian No. 218, within Police Station : Sonarpur, District South 24-Parganas, West Bengal, under Ward No. 22 of Rajpur-Sonarpur Municipality and the Co-owners are entitled to obtain vacant possession of the remaining 23 Cottahs 3 Chattacks 38 sq.ft.

F. In the premises the Co-owners being absolute owners of the said lands are in khas possession of the said 196 Cottahs and 02 Chattacks 38 Sft. out of the said total land and are having a marketable title and heritable and transferable estate free from all encumbrances, charges, liens, lispendens, attachments, trust whatsoever or howsoever.

G. **AND WHEREAS** the parties hereto for the sake of convenience and beneficial and expedient completion have decided to take the development of only a portion containing 117 Cottahs 13 Chattaks 38 Sft. fully described in the First Schedule hereunder written and shown in red border on the plan thereof hereto annexed and hereinafter called 'the said Land'.

H. **AND WHEREAS** the Vendors are the sole and absolute owners of pieces and parcels of contiguous and adjacent lands altogether forming the Subject Property. The Owners have decided to carry out integrated development of the subject Property through a Limited Liability Partnership Firm constituted for the purpose to cause the development, administration and marketing of building complex and the Owners shall be entitled to a specified percentage of the net profits from the Project and identified portions of non-transferred areas as consideration for transfer of proportionate undivided share in the land to the Transferees.

I. **AND WHEREAS** for the purpose of carrying on development on the Said Premises, the Owners, jointly, formed a Limited Liability Partnership, registered under The Limited Liability Partnership Act 2008, by the name and style of “**EDEN RICHMOND PARK LLP**” ( Formerly known as Arya Green Towers LLP) , the Developer herein.

J. **AND WHEREAS** upon mutual discussions between the parties, it was agreed and decided by and between them that the Owners would appoint Developer hereto as the developer and grant to the Developer the sole and exclusive rights and authorities for causing to be developed the Building Complex at the Subject Property and the Owners would provide the Subject Property in a state free from all Encumbrances created or suffered by the Owners and with clear marketable title to the Developer and the Developer would construct or cause to be constructed the New Buildings thereon with Common Areas & Installations and carry out certain acts of administration of the Building Complex and also of Transfer of the Transferable Areas at the prices mutually agreed between the parties subject to the terms and conditions herein and the Net Profits from the Project (i.e. Realizations as reduced by the costs of Land, development, construction and marketing) would be shared by the Owners and the other partners , including designated partners, of the LLP in the Agreed Ratio provided in the said LLP agreement. It is clarified that the amount recorded in the books of the Developer as the value of the Said Land as mutually agreed between the parties shall be deemed to be the Cost of Land for determining Net Profit from the Project

K. **AND WHEREAS** the profit as aforesaid shall mean Realisations from the Project as reduced by the Costs of Land (as recorded in the books of the Developer at mutually agreed values), Cost of Development, Construction and Marketing of the Project and for the purpose the Developer shall maintain proper accounts and cause the same audited under the provisions of the LLP Act.

L. **AND WHEREAS** that the Subject Property and every part thereof are free from all Encumbrances created or suffered by the Owners and without any claim, right, title, interest of any person thereon or in respect thereof, other than the Developer herein.

M. **AND WHEREAS** in the premises aforesaid, the Owners have provided the Subject Property exclusively for the purpose of the Development and construction of New Buildings with Common areas & installations and appointed the Developer to develop or cause to be developed the Subject Property as a Building Complex with rights and authority to Transfer the Transferable Areas and the Developer hereby agrees to accept the same at and for the mutual considerations and on the terms and conditions hereinafter contained.

N. **AND WHEREAS** the Developer shall have the sole and exclusive rights, authorities and entitlements(a) to develop and construct or cause to be developed and constructed the New Buildings at the Subject Property in accordance with the Building Plan and (b) to administer the entire Building Complex and all Transferable

Areas therein and (c) all other properties benefits and rights hereby agreed to be granted to the Developer and the Owners shall be entitled (a) to share the profits from the project in the Agreed Ratio and (b) all other properties benefits and rights hereby agreed to be granted to the Owners on and subject to the terms and conditions hereinafter contained.

**O. AND WHEREAS** the Owners hereby grant the exclusive right and authority to the Developer :

- i) to take possession of the Said Land for carrying on the development work and construction of building/s and enjoy uninterrupted right of passage over and under and of access and egress to and from the said Land.
- ii) to enter into the Said Land with its men, Agents, Contractors, Sub-contractors, machinery, labourers as may be required in the opinion of the Developer to commence, continue and complete the construction and Development activities on the Said Land.
- iii) to carry out such activities as the Developer may deem fit for carrying out development and construction on the Said Land.
- iv) to make such applications and/or the representation to any of the authorities as may be required for construction and development on the Said Land.
- v) to enter into agreements for transfer of the Transferable Areas and receive and collect sums towards sale consideration in respect of the same from the Transferees.

**P. AND WHEREAS** the said Developer has agreed to develop the said land and build and construct several buildings containing self contained residential apartments and other areas with the intention to sell and transfer the same to the intending purchasers on the basis of OWN YOUR FLAT.

**Q AND WHEREAS** for the sake of convenience of use and enjoyment of the said respective building to be built by the Developer, the said Vendors have agreed to provide passages to be used in common by the Occupiers / Owners of the respective flats of the respective buildings and also to provide common conveniences for free ingress and egress from the respective building through the areas of common passages (with approach to the main road) agreed to be provided by the said Vendors.

**R. AND WHEREAS** the said developer has obtained building plan bearing sanction no. 1330/CB/22/26 dated 21/11/2014 and subsequent revised plan bearing Building Plan No. 168/REV/CB/22/16 dated 05/09/2016 duly sanctioned by 'Rajpur - Sonarpur Municipality' and hereinafter called the said "sanctioned plan" and it has also decided to construct buildings on the said land containing 117 Cottahs 13 Chattaks 38 Sft. with the intention to sell and transfer the flats contained therein to the intending purchasers and to deal with the respective flats of the respective building without any objection, claim, disputes by the others SAVE

that the respective flat-holders of the respective building would be given the rights and benefits to use in common passage and paths (with approach to the main road) agreed to be provided for the convenience of enjoyment and use and benefits of the flat holders of the respective building as hereinbefore stated.

**S. AND WHEREAS** the Vendors have reserved a right of amalgamation and also allow right to access, egress, ingress with the remaining portion of land containing 78 Cottahs 5 Chattacks through the main gate and internal common passages pathways (and other means over the surface and below the same) of the said land containing 117 Cottahs 13 Chattaks 38 Sft being the subject matter of Development under and in accordance with the said **sanctioned plan No. 1330/CB/22/26 dated 21.11.2014** and subsequent revised plan bearing **Building Plan No. 168/REV/CB/22/16 dated 05/09/2016**; And the Purchaser, has understood and accepted the same and has expressly agreed to have no objection thereto.

T. The Seller has caused the said housing project to be registered in accordance with the provisions of West Bengal Housing Industry Regulatory Authority Act (hereinafter referred to as the said ACT) under Registration No. **HIRA/-----**.

U. The Allottee had applied for allotment of apartment in the Project and the Seller has agreed to allot to the Purchaser ALL THAT the **Unit/Apartment No. ....** on the ----- floor of the building being Block No.----- containing by estimation a carpet area of ..... **Square Feet (more or less)** (hereunder referred to as the said UNIT situation whereof is shown and delineate din the map or plan annexed hereto and bordered in RED thereon) Together with right to park **One** motor car on the **Covered Car Parking Space** on the ground floor of the Building premises (hereinafter referred to as the CAR PARK) TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land underneath the said Block/Building appurtenant and/or allocable thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) for the consideration and subject to the terms and conditions hereinafter appearing

V. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller has agreed to sell and transfer and the Purchaser agrees to purchase and acquired the said Unit/Apartment and the covered parking space for the consideration and subject to the terms and conditions hereinafter appearing

The Land is earmarked for the purpose of developing a residential real estate project comprising of 6 (Six) number of Blocks having 218 Nos. Residential Flats (“Building”) and the said project shall be known as “**EDEN RICHMOND PARK**” (“Project”);

The Allottees had applied for a Unit in the Project and has been allotted the Unit no. \_\_\_\_\_ having carpet area of \_\_\_\_ square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of ----- **SQUARE FEET** aggregating to Net Area of ----- **SQUARE FEET**:

<b>AREA</b>	<b>Sq. Ft</b>
Carpet Area of Unit	-----
EBVT Area	-----
Net Area = (Carpet Area of Unit + EBVT Area)	-----

on ----- **FLOOR** in the Building (“Unit”) together with right to park **1 (ONE)** number of **COVERED CAR PARKING SPACE** on the Ground floor of the said Premises, (“Garage”) as permissible under the applicable law and of pro rata share in the Common Areas (defined hereinafter) (the Unit and Car parking Space hereinafter collectively referred to as the "Apartment", more particularly described in Part II of Schedule A and the floor plan of the Apartment are annexed hereto and marked as Schedule B);

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

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

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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller hereby agrees to sell and the Allottees hereby agrees to purchase the Apartment



on ownership basis and the garage/covered parking (if applicable) as specified in Recital .

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

## **DEFINITIONS AND INTERPRETATIONS**

### **Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"**ACT**" means the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"**APARTMENT**" shall have the meaning ascribed to it in Recital;

"**APARTMENT ACQUIRERS**" shall mean persons who acquire apartments in the Project;

"**APPLICABLE INTEREST RATE**" shall mean the rate of interest prescribed under the Act from time to time;

"**APPLICABLE LAW**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"**APPLICATION MONEY**" shall mean the money given by the Allottee to the Seller at the time of making application for the flat.

**APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project.

**ARCHITECT** shall mean M/s. Sanyalson Associates Consultant Private Limited, of P-157, Kanungo Park, Kolkata – 700 084 or any other firm or architects appointed by the Seller.

**ASSOCIATION** shall mean the Association of Flat owners which may be formed by the Seller in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Seller for taking control of the common parts and portions and for rendition of common services.

**ADVOCATES** shall mean Mr. Sanjay Kumar Jain of 9, Old China Bazar Street, Kolkata – 700 001 appointed

by the Seller, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.

“**BOOKING AMOUNT**” shall mean 10% of the Total Consideration of the Apartment which includes the Application Money;

“**BUILDING**” shall have the meaning ascribed to it in Recital C; and

“**BUILDING COMMON AREAS**” shall mean with respect to the Tower, the areas, facilities and amenities specified in Schedule hereunder which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Building; and

**CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Allottees inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions.

“**CARPET AREA**” shall mean the net usable floor area of the Unit it including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;

“**CANCELLATION CHARGES**” shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottees accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Seller’s policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement.

**COMPLEX** shall mean the new building(s) to be constructed at the said Premises and to be commonly known as “**EDEN RICHMOND PARK**” or such other name as the Seller in its absolute discretion may deem fit and proper.

**COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written) for the common use and enjoyment of all the Allottees/occupiers of the Project;

“**COMMON EXPENSES**” shall include the proportionate share of common expenses briefly described and

without limitation in Schedule herein to be paid borne and contributed by the Allottees for rendition of common services;

“**COMMON RULES**” shall mean the rules and regulations specified in Schedule hereunder to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

**COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Seller and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.

“**LAND**” shall have the same meaning as ascribed in Recital of this Agreement; **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.

**DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Seller to the Allottee to take possession of the said Flat/Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.

**DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the Seller shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Seller plus fifteen days.

**DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation);

**FLATS/UNITS** shall mean independent and self-contained flats/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Seller at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.

**HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated.

**LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be

obtained and granted by the concerned authorities for undertaking the said housing project.

**NEW BUILDING/s** shall mean the New Building and/or buildings to be constructed by the Seller at the said Property in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.

**OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Rajpur Sonarpur Municipality/South 24 Parganas Zila Parishad/ Kolkata Municipal Corporation and/or any other authority certifying completion of the new building and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Allottee.

**PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing **sanctioned plan No. 1330/CB/22/26 dated 21.11.2014** and subsequent revised plan bearing **Building Plan No. 168/REV/CB/22/16 dated 05/09/2016** and shall include all modifications or variations as may be made by the Seller from time to time with prior sanction from the authorities concerned if required.

**SELLER** shall mean the said **'EDEN RICHMOND PARK LLP'** and shall mean and include its successor and/or successors in office/interest and assigns.

**PREMISES** shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).

**ALLOTTEE** shall be deemed to mean and include :-

In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.

In case the Allottee be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.

In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

In case the Allottee be a company, then its successors or successors-in-interest.

In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

**PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Allottees or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

**POSSESSION** shall mean the date on which possession is made over by the Seller to the Allottee after occupancy certificate is obtained.

**READY TO MOVE IN** For the purpose of this Para 'ready to move in possession' shall mean that the flat/unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

**SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Flat/Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor forming part of the said Housing Complex (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written with fittings and fixtures to be provided therein by the Seller together with Allottee proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space if so specifically and expressly mentioned and described in the **SECOND SCHEDULE** hereunder written).

**SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Seller in its absolute discretion.

**SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

**SECURITY DEPOSIT** shall mean the fund to be created for the purpose of meeting day to day maintenance charges as well as the capital expenses and other incidentals thereto which may be necessary from time to time in respect of the said building. The Purchaser shall keep deposited the amount in respect of Security Deposit, as stated hereunder with the Developer and the said Deposit money shall not bear any interest and the said

amount will be transferred by the Vendor/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

**SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Seller and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Seller and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Seller and/or the Association in their absolute discretion.

**TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.

**TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Allottee to the Seller in terms of this agreement.

**“EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottees.

**“EXTRAS & DEPOSITS”** shall mean the costs and deposits specified hereunder to be paid by the Allottees to the Seller in the manner hereinafter provided;

**“FORCE MAJEURE”** shall have the meaning ascribed to it in the Act;

**“MAINTENANCE CHARGES”** shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

**“MUTUAL EASEMENTS AND RESERVED MATTERS”** shall mean the easements and rights specified in Ninth Schedule herein and reserved to the Seller and/or the Association;

**“NET AREA”** shall mean sum of the carpet area of the Unit and EBVT area.

**“PAYMENT PLAN”** shall mean the schedule of payment prescribed in Fourth Schedule

**“RULES”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal

Housing Industry Regulation Act, 2017, as amended and/or substituted;

"**REGULATIONS**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"**SECTION**" means a section of the Act; and

"**UNIT**" shall mean each unit of occupancy in the Project, being a Flat and the expression "**units**" shall be construed accordingly.

### **Interpretation**

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

Words in singular shall include the plural and vice versa.

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

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

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

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

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

### **TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Seller agrees to sell to the Allottees and the Allottees hereby agrees to purchase the Apartment as specified in Recital .

The Total Consideration of Apartment is Rs. -----/- (Rupees ----- Only) ("Total Consideration of Apartment").

Apartment No. -----	Rate of Apartment per Square Feet of Carpet Area :
Floor -----	Rs. -----/-
Block - -----	
Cost of apartment	Rs. -----/-
Cost of exclusive balcony or verandah areas	Rs. -----/-
Cost of exclusive open terrace	Rs. N.A.

Preferential Location Charges	Rs. N. A.
Cost of Car Park –	Rs. -----/-
Consideration for the Apartment	Rs. -----/-
GST	Rs. -----/-

The Total Extras and deposits in respect of Apartment is Rs. -----/- (Rupees -----)  
 (“Total Extras and Deposits”).

Extras and Deposits :	
<b>Advance Maintenance Charges-</b> This amount is payable towards advance against maintenance charges for the said Apartment	Rs. -----/-
<b>Security Deposit -</b> Interest free security deposit amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes, if any, and the balance amount shall be transferred to the Association.	Rs. -----/-
<b>HT Line &amp; Electricity Charges-</b> This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Seller in making arrangement with <b>WBSEB/CESC</b> and/or any other electricity supply agency for providing and installing transformer at the said Project.  Provided the Allottees shall pay the Deposit to <b>WBSEB/CESC</b> directly on account of Individual Meter.	<b>As Per Actual</b>



<b>Diesel Generator Power Backup-</b> Generator charges for limited back up	<b>As Per Actual</b>
<b>Legal and Documentation Charges</b>	10,000/- at the time of execution of this agreement and Rs. 11,000/- at the time of execution of the deed of conveyance. Cheque to be issued in the name of Advocate, Mr. Sanjay Kumar Jain.
<b>Association Formation Charges</b>	Rs. 5,000/-
<b>Flat Mutation, Apportionment &amp; Assessment in the name of the buyer</b>	Rs. -----/-
<b>Total Extras and Deposits (in Rupees)</b>	<b>Rs. ----- /-</b>

However the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Allottees undertakes and confirms to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Seller.

Explanation:

The Total Consideration of Apartment above includes the booking amount paid by the Allottees to the Seller towards the [Apartment];

The Total Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned hereinabove includes Taxes (consisting of tax paid or payable by the Seller by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Seller, by whatever name called) up to the date of handing over the possession of the apartment to the Allottees and the project to the association of allottees or the, competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount-payable by the Allottees to the Seller shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any,

granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottees;

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottees directly to the concerned Electricity Department

The Seller shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Seller within the time and in the manner specified therein. In addition, the Seller shall provide to the Allottees 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;

The Total Price of Apartment includes interalia recovery of price of land, construction of the Apartment, if any, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**TDS:** The tax deduction at source (TDS) under section 194 – IA of the Income Tax Act, 1961, shall be deducted by the Allottee(s) on the consideration payable to the Seller, if applicable, and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Seller within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Seller, then the same shall be treated as default on the part of the Allottees under this agreement and the amount thereof shall be treated as outstanding

The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned hereinabove is escalation-free, save and except increases which the Allottees hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Seller undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Seller shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottees.

The Allottee(s) shall make the payment as per the payment plan set out in Fifth Schedule ("Payment Plan").

It is agreed that the Seller shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule [D] (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 as per the provisions of the Act:

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

The Seller shall confirm to the net area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the net area. The total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove payable for the net area shall be recalculated upon confirmation by the Seller. If there is reduction more than 2% in the net area then the Seller shall refund the excess money paid by Allottees within 45 (forty-five) days. If there is any increase more than 2% in the carpet area allotted to Allottees, the Seller may demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed hereinabove.

In case of any dispute on the measurement of the Net area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.

The Seller agrees and acknowledges, the Allottees shall have the right to the Apartment as mentioned below:

The Allottees shall have exclusive ownership rights of the Unit and the Car parking Space;

The Allottees shall also have the right of use of undivided proportionate share in the rights of the Common Areas. Since the share interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Seller shall hand over the common areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

The Allottees 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, upon giving prior intimation of 3 (three) days to the Seller. The Seller

including Project staffs shall not be liable for any untoward incident or accident.

The Seller will not entertain any request for modification in the layouts of the Apartment and external facade of the Building(s) and Common Areas including common facilities and amenities.

It is made clear by the Seller and the Allottee agrees that the Apartment along with the Garage shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the 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 Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

The Seller agrees to pay all outgoing before transferring the physical possession of the Apartment to the allottees, which it has collected from the allottees, for the payment of outgoing (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Seller fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Seller agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

Out of the Booking Amount, the Allottees has paid a sum of Rs. -----/- ( Rupees ----- Only) as application money ("Application Money") at the time of applying for the Apartment, the receipt of which the Seller hereby acknowledges. On or before the Effective Date the Allottees has paid the balance Booking Amount of Rs. -----/- (Rupees ----- Only). The Booking Amount forms part of the Total Consideration of Apartment, Total Tax and the Total Extras and Deposits as mentioned hereinabove and the Allottees hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Seller within the time and in the manner specified therein:

Provided that if the Allottees delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

#### **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Seller abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Seller, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque/ RTGS/ NEFT/ or online payment (as applicable)] in favour of 'EDEN RICHMOND PARK LLP', payable at Kolkata.

#### **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

The Allottees, if resident outside India, shall be solely responsible for complying with the necessary

formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Seller with such permission, approvals which would enable the Seller to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Seller accepts no responsibility in this regard and the Allottees shall keep the Seller fully indemnified and harmless in this regard.

Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Seller immediately and comply with necessary formalities if any under the Applicable Laws. The Seller shall not be responsible towards any third party making payment/ remittances on behalf of any Allottees 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 Seller shall be issuing the payment receipts in favour of the Allottees only.

**ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottees authorizes the Seller to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Apartment, if any, in their names and the Allottees undertake not to object/demand/direct the Seller to adjust their payments in any manner.

**TIME IS ESSENCE:**

The Seller shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottees and the common areas to the Association or the competent authority, as the case may be.

**CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Seller. The Seller shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Seller undertakes to strictly abide by such plans approved

by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act.

#### **POSSESSION OF THE APARTMENT:**

##### **SCHEDULE FOR POSSESSION OF THE APARTMENT**

The Seller agrees and understands that timely delivery of possession of the Apartment to the Allottees and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Seller assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on **28.05.2018** unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Seller shall be entitled to the extension of time for delivery of possession of the Apartment. However, if the said Apartment is made ready prior to the Completion Date, the Allottees undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Seller to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Seller shall refund to the Allottees the entire amount (less any taxes collected from the Allottees) received by the Seller, from the allotment within 45 (forty-five) days from that date. The Seller shall intimate the Allottees about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/ she shall not have any rights, claims etc. against the Seller and that the Seller shall be released and discharged from all its obligations and liabilities under this Agreement.

For the purposes of force majeure the following shall be deemed to be force majeure conditions:

- i) War
- ii) Flood
- iii) Drought
- iv) Fire
- v) Cyclone
- vi) Earthquake or any other calamity caused by nature affecting the regular development of real estate projects.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and

deposited with the appropriate authorities concerned shall not be returned by the Seller and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

#### **PROCEDURE FOR TAKING POSSESSION**

Upon obtaining the completion/occupancy certificate from the competent authority and subject to the Allottees is not in breach of any of his obligations under this Agreement, the Seller shall offer in writing the possession of the Apartment, to the Allottees in terms of this Agreement to be taken within 30 Days from the date of issue of completion/occupancy certificate. [Provided that, in the absence of local law, the deed of Conveyance in favour of the Allottees shall be carried out by the Seller within 3 (three) months from the date of issue of occupancy certificate. The Seller agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Seller. The Allottees, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Seller/Association, as the case may be, after the issuance of the completion certificate for the Project. The Seller shall hand over the photo copy completion/occupancy certificate of the Apartment to the Allottees at the time of conveyance of the same.

#### **FAILURE OF ALLOTTEES TO TAKE POSSESSION OF APARTMENT**

Upon receiving a written intimation from the Seller as aforesaid, the Allottees shall take possession of the Apartment from the Seller by executing necessary indemnities, undertakings and such other documentation as required and the Seller shall give possession of the Apartment to the Allottees. In case the Allottees fails to take possession within the time provided hereinabove, such Allottees shall continue to be liable to pay Maintenance Charges as specified from the date of ("Deemed Possession") and also pay Holding charges to the Seller at the rate of Rs. 2,000/- (Rupees Two thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee (s) takes the possession of the apartment.

#### **Possession by the Allottees**

After obtaining the completion/occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Seller to hand over the necessary- documents and plans, including common areas, to the Association or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Seller shall hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate.

#### **CANCELLATION BY ALLOTTEE**

The Allottees shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Where the Allottees proposes to cancel/withdraw from the project without any fault of the Seller, the Allottees shall serve a 2 (two) months' notice in writing on the Seller and on the expiry of the said period the allotment shall stand cancelled and the Seller herein shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottees shall be returned by the Seller to the Allottees within 45 (forty-five) days of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the 'Deed of Cancellation'.

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

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Seller and the Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

### **COMPENSATION**

The Seller/ Owner shall compensate the Allottees in case of any loss caused to him due to defective title of the Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

### **REPRESENTATIONS AND WARRANTIES OF THE SELLER:**

The Seller and the Owner hereby represents and warrants to the Allottees as follows:

The Owner has absolute, clear and marketable title with respect to the Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;

The Seller has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;



There are no encumbrances upon the Land or the Project as on the Effective Date;

There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;

All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Seller has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas;

The Seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;

The Owner/Seller has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;

The Owner/Seller confirms that the Owner/Seller is not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottees in the manner contemplated in this Agreement;

At the time of execution of the deed of conveyance the Seller shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottees and the Common Areas to the Association or the competent authority, as the case may be;

The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;

The Seller has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the Association or the competent authority, as the case may be; and

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been

received by or served upon the Owner/Seller in respect of the Land and/or the Project.

**EVENTS OF DEFAULTS AND CONSEQUENCES:**

Except for occurrence of a Force Majeure event, the Seller shall be considered under a condition of default ("Default"), in the following events:

Seller fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

Discontinuance of the Seller's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

In case of Default by Seller under the conditions listed above, Allottees is entitled to the following:

Stop making further payments to Seller as demanded by the Seller. If the Allottees stops making payments, the Seller shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or

The Allottees shall have the option of terminating the Agreement in which case the Seller shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottees under any head whatsoever towards the sale 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 the Allottees does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Seller, 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 Seller to the Allottees within 45 (forty-five) days of it becoming due.

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

The Allottees shall be considered under a condition of default, on the occurrence of the following events:

In case the Allottees fails to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Seller on the unpaid amount at the rate prescribed in the Rules. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottees in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index)

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

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

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

The Allottee (s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Seller or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Seller shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottees, after notice from the Seller in this regard, the Seller may cancel the allotment of the Apartment in favour of the Allottees and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottees shall be, subject to proviso below,

be returned by the Seller to the Allottees within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

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

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

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

**DEED OF CONVEYANCE OF THE SAID APARTMENT:**

The Seller, on receipt of Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove under the Agreement from the Allottees, shall execute a deed of conveyance and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottees.

Provided that, in the absence of local law, the deed of conveyance in favour of the Allottees shall be carried out by the Seller within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Seller to withhold registration of the deed of conveyance in his/her favour till payment of stamp duty and registration charges to the Seller is made by the Allottees.

The deed of conveyance shall be drafted by the Solicitors/Advocates of the Seller and shall be in such form and contain such particulars as may be approved by the Seller. No request for any changes whatsoever in the deed of conveyance will be entertained by the Seller unless such changes are required to cure any gross mistake or typographical or arithmetical error.

**MAINTENANCE OF THE BUILDING /APARTMENT / PROJECT:**

The Seller shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned hereinabove for the Apartment. In case the formation of the Association is delayed due no fault of the Seller; the Seller shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Seller or facility management company, the charges for such maintenance as fixed by the Seller at actual.

**DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Seller as per the Agreement relating to such development is brought to the notice of the Seller within a period of 5 (five) years by the Allottees from the date of handing over possession, it shall be the duty of the Seller to rectify such defects without further charge, within 30 (thirty) days, and in the event of Seller'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 the Act. Provided that the Seller shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottees (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Seller.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottees, without first notifying the Seller and without giving the Seller 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 Seller shall be relieved of its obligations contained hereinabove in this clause.

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

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

**USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, as located within the Project, shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station,

transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.

#### **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

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

The Allottees further undertakes, assures and guarantees that he/she would not put any sign- board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees 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 Allottees shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Seller and thereafter the Association and/or maintenance agency appointed by Association. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **DISHONOUR OF PAYMENT INSTRUMENTS**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottees for any reason whatsoever, then the same shall be treated as a default and the Seller may at its sole discretion be entitled to exercise any recourse available herein. Further, the Seller shall intimate the Allottees of the dishonour of the cheque and the Allottees would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Seller of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Seller shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottees comes

forward to pay the entire outstanding amounts, interest and penalty thereof, the Seller may consider the same at its sole discretion. In the event of dishonour of any cheque, the Seller has no obligation to return the original dishonoured cheque.

#### **RAISING OF FINANCE BY ALLOTTEES**

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

#### **RAISING OF FINANCE BY SELLER**

The Seller shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables however the Seller shall not mortgage or create a charge on the Apartment after execution of this Agreement 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 Allottees who has taken or agreed to take such Apartment.

#### **DEEMED POSSESSION**

It is understood by the Allottees that even if the Allottees fails to take possession of the Apartment within the date such possession is offered by the Seller, the Allottees shall be deemed to have taken possession on the 15 days from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottees takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

On and from the Possession Date:

The Apartment shall be at the sole risk and cost of the Allottees and the Seller shall have no liability or concern thereof;

The Allottees shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;

All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottees proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottees, with effect from the Possession Date.

All other expenses necessary and incidental to the management and maintenance of the Project.

### **RIGHT OF ALLOTTEES TO USE COMMON AREAS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES**

The Allottees hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Seller (or Association) and performance by the Allottees of all his obligations in respect of the terms and conditions specified by the Seller or the Association from time to time.

### **ADDITIONS OR REPLACEMENTS**

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on pro-rata basis as specified by the Association. The Seller and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottees agrees to abide by the same.

### **MAINTENANCE AND ASSOCIATION**

#### **Maintenance**

Upon completion of the Project the Seller will hand over its management for maintenance to the Association for which the Allottees may be required to execute an agreement ("Maintenance Agreement") with the Association. The Allottees will be required to complete the formalities of becoming a member of the Association. The Allottees shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

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

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottees shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Seller and upon completion the Association from time to time. The Maintenance Charges shall become



payable from the Possession Date. In case the Allottees fails to pay: (i) the Allottees shall not be entitled to avail any maintenance services; (ii) interest @ 12% per annum will become payable by the Allottees; and (iii) the Seller/Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment the advance maintenance charges falls below the six months average of the Maintenance Charges, then the Allottees shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

That it is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken deemed possession, he is liable to pay maintenance charges as stated hereinabove. It is further agreed, declared and undertaken by the Purchaser that in the event of non-payment of maintenance charges continuing beyond the complete usage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES" to the Seller (in case till such time the HOLDING ORGANIZATION has not been formed), or to the HOLDING ORGANIZATION (in case it is formed thereon) of Rs. 2000/- (Rupees Two Thousand only) per month, till the payment of maintenance charges are regularized and brought upto date.

**Interim Maintenance Period:**

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

The Seller shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Seller with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.

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

Association.

## **COVENANTS OF THE ALLOTTEES :**

### **Apartment use**

The Allottees shall not use the Apartment or permit the same to be used for purpose other than the purpose mentioned in Recital 'C' or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

### **Hazardous materials**

The Allottees shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

### **Additions**

The Allottees shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottees, then all necessary permissions from the authorities, if required, will be obtained by the Allottees directly at his own cost. In any case the Allottees shall not be entitled to carry out any structural changes in the Building and Apartment.

### **Co-operation**

The Allottees shall at all times co-operate with the other Allottees/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

### **Transfer**

The Allottees shall not transfer or sell the rights under this Agreement without prior written permission from the Seller till such time as all payments under this Agreement are cleared. The Seller shall retain the first right of refusal for such transfer of rights. Where the Seller does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Apartment, the Allottees shall pay a transfer fee of Rs. 25,000/- (Rupees Twenty Five Thousand only). Such transfer however shall be permissible only if the first instalment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

### **Taxes**

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottees.

### **Common Rules**

The Allottees shall abide by and adhere to the Common Rules specified in Schedule [G] herein from time to time.

### **Common Expenses**

The Allottees pay on due dates for the Proportionate Common Expenses from time to time.

**Model Unit**

The Allottees agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Unit and the Allottees shall not be entitled to raise any claim for such variation.

**Construction Progress Linked Payment Plan**

The Allottees(s) acknowledges that he/her/it has chosen the “Construction Progress Linked Payment Plan” since it offers several advantages to the Allottees(s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottees. This significantly reduces the risk of the Allottees as compared to the “Time Linked Payment Plan” option and the Allottees has entered into this Agreement after taking into account the advantages and risks of the “Construction Progress Linked Payment Plan”.

**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.

**ADDITIONAL CONSTRUCTIONS**

The Seller 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.

**BINDING EFFECT:**

Forwarding this Agreement to the Allottees by the Seller does not create a binding obligation on the part of the Seller or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned office of the Additional Registrar of Assurances -I at Kolkata as and when intimated by the Seller. If the Allottee(s) fails to execute and deliver to the Seller this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the office of the Additional Registrar of Assurances -I for its registration as and when intimated by the Seller, then the Seller shall serve a notice to the Allottees, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and the Seller shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottees shall be, subject

to proviso below, be returned by the Seller to the Allottees within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

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

**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/ building, as the case may be.

**RIGHT TO AMEND:**

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

**PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES/SUBSEQUENT ALLOTTEES:**

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

**WAIVER NOT A LIMITATION TO ENFORCE:**

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

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.

**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.

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

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

**FURTHER ASSURANCES**

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

**PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Seller through its authorized signatory at the Seller's Office; or at some other place, which may be mutually agreed between the Seller and the Allottees, after the Agreement is duly executed by the Allottees and the Seller or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurances-I at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**NOTICES**

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

**ALLOTEES :**

----- (Name of Allottees)

----- (Allottees Address)

**SELLER:**

**M/S. EDEN RICHMOND PARK LLP**

**17/1, Lansdowne Terrace, Kolkata – 700 026**

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

**JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Seller to the Allottees 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.

**SAVINGS:**

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

**APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Seller 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 Seller showing compliance of various laws/ regulations as applicable in the state of West Bengal.

**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.

**DISPUTE RESOLUTION:**

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

**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 Seller and Allottees to be respectively paid observed and performed, as the case may be.

**Extras**

As mentioned hereinabove, the Allottee has agreed to pay the following amount to the Seller (Extras & Deposits):

<b>Extras and Deposits :</b>	
<b>Advance Maintenance Charges-</b> This amount is payable towards advance against maintenance charges for the said Apartment	Rs. -----/-
<b>Security Deposit -</b> Interest free security deposit amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes, if any, and the balance amount shall be transferred to the Association.	Rs. -----/-
<b>HT Line &amp; Electricity Charges-</b> This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Seller in making arrangement with <b>WBSEB/CESC</b> and/or any other electricity supply agency for providing and installing transformer at the said Project. Provided the Allottees shall pay the Deposit to <b>WBSEB/CESC</b> directly on account of Individual Meter.	<b>As Per Actual</b>
<b>Legal and Documentation Charges</b>	Rs. 21,000/-
<b>Association Formation Charges</b>	Rs. 5,000/-
<b>Diesel Generator Power Backup-</b> Generator charges for limited back up	<b>As Per Actual</b>
<b>Flat Mutation, Apportionment &amp; Assessment In The Name Of The Buyer</b>	Rs. -----/-
<b>Total Extras and Deposits (in Rupees)</b>	<b>Rs. -----/-</b>

**Electricity supply/DG back-up:**

In case the West Bengal State Electricity Board (“WBSEB”)/Calcutta Electric Supply Company Limited (“CESC”) /any other electricity supply agency decides not to provide individual meters to the Building(s) and makes provision for a High Tension Supply or Bulk Supply, the Seller shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC/WBSEB any other electricity supply agency for such connection. The exact amount payable by the Allottees will be intimated to the Allottees before possession. The amount of security deposit would be subject to revision as may be so decided by CESC / WBSEB /any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC / WBSEB /any other electricity supply agency, as per the norms of CESC / WBSEB /any other electricity supply agency. In such a case the Allottees may be required to enter into a separate agreement with the Seller for supply of electricity

through sub meters.

**Diesel generator power backup:**

Provision will be made for the installation of Diesel Generator (“DG”) for power backup to run the basic facilities in the Project. In addition to that, DG back up facility will also be made available for every apartment. The Allottees will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Seller /the Association, as the case may be.

**PAYMENT OF TOTAL CONSIDERATION OF APARTMENT, TOTAL TAX AND THE TOTAL EXTRAS AND DEPOSITS PRIOR TO POSSESSION:**

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

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**( The said Premises )**

**PART – ‘A’**

**ALL THAT** piece and parcel of land measuring more or less **196 Cottahs 02 Chittacks 38 Sft** situated in Mouza-Kodalia, Pargana-Baridhati, J.L.No.-35, Touji No. 120, R.S. No. 146, comprising in R.S. Dag No. 1399 under R.S. Khatian No. 992, R.S. Dag No. 1376 under R.S. Khatian No. 726, R.S. Dag No. 1379, 1380 & 1383 under R.S. Khatian No. 194, R.S. Dag No.1381 & 1384 under R.S. Khatian No.1245, R.S. Dag no. 1382 under R.S. Khatian No. 218, R.S. Dag No. 1385 under R.S. Khatian No. 218, corresponding to L.R. Dag No. 1620, 1646, 1623, 1624, 1625, 1626, 1627, 1628, 1629 under L.R. Khatian Numbers 1462, 2136,387, 4636, 4637, 4638, 4639, 4640, 4641,4374, 4375, 4376, 4377, 4378, 4379, 4380, 4381, 4382, 4359, 4360, 4361, 4362, 4363, 4364, 4365, 4366, 4368, 4369, 4370, 4371, 4372 within **Police Station : Sonarpur**, District South 24-Parganas, West Bengal, commonly known as Premises No. **16, Dharmatala Road, Kolkata 700 146** under **Ward No. 22 of Rajpur-Sonarpur Municipality.**

**PART – ‘B’**

**ALL THAT** piece and parcel of land measuring more or less **117 Cottahs 38 Chattaks 38 Sft** situated in Mouza - Rajpur, Pargana - Baridhati, within **Police Station : Sonarpur**, District South 24-Parganas, West



Bengal, being part of Premises No. **16, Dharmatala Road, Kolkata 700 146** under **Ward No. 22 of Rajpur-Sonarpur Municipality** , and delineated in the plan annexed hereto duly bordered thereon in BLUE and butted and bounded as follows :

**ON THE NORTH** :Rajpur – Sonarpur Municipality Road and Land of Dag No 1378.

**ON THE SOUTH** :Part of Premises no. 16, Dharamtala Road,  
and thereafter Municipality Road

**ON THE WEST** : Land of Dag No. 1396, 1387, 1386

**ON THE EAST** : Land of Dag no. 1373, 1374, 1375, 1378

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

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**( The said proposed Flat and the properties apartment thereto )**

**ALL THAT** the Flat/Unit in or portion of the New Building being **Flat/Unit No. \_\_\_\_\_** in **Block \_\_\_\_\_** containing a super built up area of \_\_\_\_\_ **Square Feet** , more or less on a portion of the \_\_\_\_\_ Floor in the New Building now known as “**EDEN RICHMOND PARK**” at the said premises and shown in the plan annexed hereto duly bordered in RED thereon **TOGETHER WITH** right to park **One small/medium sized motor car** on the ground floor of the said premises to be specifically allotted and demarcated by the Vendor at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the Third Schedule hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided un demarcated indivisible impartibel share in the land below/beneath the said building/block (containing the said flat) attributable to the said Unit.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**(Common Parts and Portions)**

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.

4. Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Passenger lifts/elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.
14. Swimming Pool.
15. Community Hall.
16. Games Room.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Consideration Amount)**

**Part - I**

The Allottee hereby agrees to pay the total consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) out of which the Allottee has already paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at or before execution of this Agreement (which amount the Seller doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Seller in the manner hereinafter appearing:

1.	Application Fee	Rs. -----/-
2.	On or before signing of this agreement (inclusive of the application fee)	20% of the total consideration price

3.	On Completion of Piling	15% of the total consideration price
4.	On completion of 1 <sup>st</sup> Floor Slab	15% of the total consideration
5.	On completion of 2 <sup>nd</sup> Floor Slab	15% of the total consideration price
6.	On completion of 3 <sup>rd</sup> Floor Slab	10% of the total consideration price
7.	On Roof Casting	10% of the total consideration price
8.	On Completion of internal plaster	5% of the total consideration price
9.	On or before possession	10% of the total consideration price

All other additional deposits (mandatory) as stated above will be paid on or before taking over possession of the said flat/unit or as demanded by the Seller to the Allottee.

### **Part – II**

The Allottee hereby also agrees to pay to the Seller for extra/additional works and /or facilities to be done and/or provided as per requirement of the Allottee.

### **THE FIFTH SCHEDULE ABOVE REFERRED TO** **SPECIFICATIONS FOR THE PROJECT**

- Structure** : RCC-framed structure with anti-termite treatment in foundation. Cements used: *Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco, Emami\**.
- Brickwork** : Eco-friendly, premium brickwork with **Autoclaved aerated concrete (AAC) blocks** used for better quality and better thermal insulation.
- Elevation** : Modern elevation, conforming to contemporary designs.
- External Finish** : Paint by certified *Nerolac/Asian Paints/Berger applicator\**, and other effects as applicable.
- Lobby** : Beautifully decorated & painted lobby
- Doors & Hardware** : Quality wooden frames with solid core flush doors. Door handles of *Godrej/Yale\**. Main door with premium *stainless steel handle* and *eyehole*. Main Door Lock by *Godrej/Yale\**.
- Internal finish** : Plaster of Paris.
- Windows** : Colour anodized / Powder coated aluminum sliding windows with clear glass (using high quality aluminum) and window sills. Large Aluminum Windows in Living Room Balcony.

- Flooring** : Vitrified tiles in bedrooms / living / dining / kitchen.  
Granite Counter in kitchen. Premium Ceramic tiles in toilets.
- Kitchen counter** : Granite slab with stainless steel sink.  
Wall tiles up to 2 (two) feet height above counter.
- Toilets** : Hot and Cold water line provision with **CPVC\*** pipes.  
CP fittings including **Health Faucet\*** of  
**Essco/Jaquar/Parryware/Cera/Bell/Hindware\***.  
Dado of ceramic tiles up to door height.  
Sanitaryware with **EWC with ceramic cistern** and basin of  
**Essco/Jaquar/Parryware/Cera/Bell/Hindware \***.  
Pipes of **Supreme/Skipper/Oriplast\***
- Elevator** : Passenger Lifts of **Kone/Adams/Johnson\***.
- Electricals** : a) Concealed **Polycab/Havells/RR Kabel\*** copper wiring with modular switches of **Anchor Roma/Schneider Electric/RR Kabel/Havells\***  
b) TV & Telephone points in master bedroom and living room.  
c) Two Light Points, one Fan Point, two 5A points in all bedrooms  
d) One 15A Geyser point in all toilets  
e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen  
f) One AC point in master bedroom  
g) One washing machine point in the balcony.  
h) Modern MCBs and Changeovers of **Havells/HPL/Schneider Electric\***
- Water Supply** : Underground and Overhead water storage tanks of suitable capacity. Electric Pump will be installed at Ground Floor to deliver water to overhead reservoir from Underground reservoir.
- Landscape** : Professionally designed and executed landscaping.
- Generator** : 24 hour power backup for all common services. Generator back up of 300 Wt. for One bedroom flats and 600 Wt. for Two bedroom flats.
- Security** : **CCTV cameras**, Intercom facility and 24/7 Security Personnel.

\* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the Seller is not legally liable to provide the

same brand, and may instead provide material from a brand of similar quality level.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(Maintenance Charges)**

**1. MAINTENANCE :** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in, under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

**2. OPERATIONAL :** All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs for cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

**3. STAFF :** The salaries of and all other expenses on the staff (including janitors/officers, clerks, bill-collector, liftman, chowkidars, gardener, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

**4. ASSOCIATION :** Establishment and all other expenses of the association or Holding Organisation (including its formation) and also similar expenses of the Seller or any agency looking after the Common Purposes until handing over the same to the Association.

**5. TAXES :** Municipal and other rates, Sales Tax, VAT, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

**6. COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

**7. RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses

**8. OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Seller and/or the Association or Holding Organisation for the Common Purposes.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Extra Charges & Deposits)**

1) The full amount of Security Deposit and other costs payable to the CESC/WBSEB, for giving direct

electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the CESC/WBSEB for the electric meters for maintenance running and operating any common area or installation.

2) Proportionate Costs, charges and expenses for electrical sub-station, H.T. Line, wiring, cables and other related equipments and accessories including their installations, as per actual, to be incurred by the Seller for the same..

3) Proportionate Costs, charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, as per actual, to be incurred by the Seller for the same .

4) Costs charges and expenses for formation of the Association as mentioned hereinabove.

5) Betterment fees, development charges and other levies Sales Tax, VAT, Service Tax and any other Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.

6) In addition to the Extras and Deposits the allottee shall also deposit and / or keep deposited with the Co-owner/ Seller/their nominee/Facility Management Company a sum as mentioned hereinabove towards Association Fund. The said fund will remain in deposit with the Seller to meet there from the proportionate maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the SIXTH SCHEDULE hereinabove written) in terms hereof. The said Association Fund money shall not bear any interest and the said amount will be transferred by the Co-owner/ Seller to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

7) Costs, charges and expenses Towards Mutation, Apportionment and Assessment of the Flat/Unit as mentioned hereinabove.

8) In addition to the aforesaid Extras and Deposits the allottee shall also pay the GST/Service Tax on aforesaid Extras and Deposits as per prevailing service tax rates.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

As from the date of possession of the said Apartment the Allottee(s) agrees and covenants-

To co-operate with the other Allottee(s)/Seller and the Association in the management and maintenance of the Project.

To observe the rules framed from time to time by the Seller and upon the formation of the Association by such Association.

To use the said Apartment for commercial and/or other lawful purposes and not for any illegal and/or immoral

purposes whatsoever.

To allow the Seller/Association with or without workmen to enter into the Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Allottee (s).

To pay and bear the common expenses and other outgoings and expenses since the date of possession (including deemed possession date) and also the rates and taxes for the Apartment and proportionately for the Building(s) and Common Areas and/or to make deposits on account thereof in the manner mentioned hereunder to the Seller and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Apartment has been taken or not by the Allottee(s). The said amounts shall be paid by the Allottee(s) without raising any objection thereto regularly and punctually within 72 hours to the Seller and upon formation of the Association to such Association.

To deposit the amounts reasonably required with the Seller and upon the formation of the Association with such Association towards the liability for rates and taxes and other outgoings with respect to the Common Areas and Building(s).

To pay charges for electricity in or relation to the Apartment wholly and proportionately relating to the Common Areas.

Not to subdivide the Apartment or any portion thereof.

Not to do anything or prevent the Seller from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee(s) enjoyment of the Apartment.

To maintain or remain responsible for the structural stability of the Apartment and not to do anything which has the effect of affecting the structural stability of the Building.

Not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

Not to damage demolish or cause to damage or demolish the Apartment or any part thereof or the fittings and

fixtures affixed thereto.

Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Seller differs from the colour Scheme of the building or deviation or which in the opinion of the Seller may affect the elevation in respect of the exterior walls of the Building.

Not to install grills the design of which has not been suggested and approved by the Architect.

Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Apartment or any part of the Building or the Project or cause increased premium to be payable in respect thereof.

Not to make in the Apartment any structural additional and/or alterations such as beams columns partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Seller/Association and with the sanction of the authorities concerned as and when required.

Not to use the Apartment or permit the same to be used for any purposes except for residential and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Allottee(s) /occupiers of the other portions of the said building or buildings to the occupiers of the neighbouring premises or for any illegal or immoral purpose whatsoever.

Not to keep in the open parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

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

Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Seller.

To abide by such building rules and regulations as may be made applicable by the Seller before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such Association.



**HOUSE RULES:**

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

The Allottee shall not make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. The Allottees shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker which shall disturb or annoy other occupants of the Building. The Allottees shall not give vocal or instrumental instruction at any time in order to reduce sound emanating from any apartment.

Each Allottees shall keep his apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.

No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Seller/Association.

No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Seller/Association.

No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Building except such as shall have been approved by the Seller/Association nor shall anything be projected out of any window of the Building. The Allottee(s) shall be entitled to put name plate/signages in the place dedicated and allotted by the Seller.

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

No bird or animal shall be kept or harboured in the common areas of the Building.

No radio or television aerial shall be attached to or hung from the exterior of the Building.

Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Seller/Association may direct.

Allow the Seller to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Seller to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Seller shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs

No vehicle belonging to an allottee or guest, sub-tenant or employee of an Allottees shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

These house rules may be added to, amended or repealed at any time by the Seller and after its formation by the Association.

Until formation of the Association the Seller shall manage and maintain the Project subject to allottees/occupiers regularly and punctually making payment of the maintenance charges.

The Allottee(s) agrees that:

Allottee(s) shall pay regularly and punctually within 7th day of every month and month by month the Common Expenses at such rate as may be decided by the Seller/Association to be payable from the date of possession (including deemed possession) to the Seller and upon its formation to the Association without any abatement or demand.

The proportionate amount payable by the allottees for the common expenses shall be decided by the Association from time to time and the allottees shall be liable to pay all such expenses wholly if it relates to the Allottee's Apartment only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Association shall be conclusive and final. The Allottee(s) shall not be entitled to dispute or question the same provided that the billing is reasonable.

After the formation of the Association the Allottee(s) shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Association.

So long as the Apartment is not separately mutated and separated, the Allottees shall pay the proportionate share of all rates and taxes assessed on the whole Premises including the charges for loss of electricity while in transmission to the Allottees from the date of possession. Such proportion is to be determined by the Seller on the basis of the area of such Apartment.

If the Allottees fails to pay the aforesaid expenses or part thereof within time as stated in (a) above, the Allottees shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty (60) days, the Seller or upon formation of Association such Association shall be at liberty to disconnect and/or suspend all common services attached to the Apartment of the Allottees such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

**THE NINTH SCHEDULE ABOVE REFERRED TO:**

**[Mutual Easements]**

The under mentioned rights easements and quasi easements privileges of the Allottee(s) to be enjoyed along with other co-occupiers.

The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.

The right of access and passage in common with the Association and/or the Allottees and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.

The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee(s) or any person deriving title under the Allottee(s) or the servants, agents, employees and invitees of the Allottee(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottees and the Association along such drive way and path ways as aforesaid.

The Co-owners have acquired some more plots of land nearby and adjacent to the existing project, which shall be been developed by the Seller in the Second Phase. The said second phase shall be named as 'Eden Richmond Enclave'. During the construction of the second phase, Seller may put and install a temporary barrier made of Tin and/or Bricks in between both the Phases for the smooth movements of the labourers, staffs, trucks, vehicles carrying the materials to the said new phase so that, the occupiers of the units under 'Phase – II' should not face any sort of inconvenience. After completion of the said new phase, said barriers shall be removed by the Seller and all the Allottees/ Purchaser of the flat/ units of both the Phases shall, jointly and commonly, use the ingress, egress, path ways, drive ways, common facilities, services, amenities, installations, etc. of the entire complex comprising of both the phases.

The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.

The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

The right with or without workmen and necessary materials for the Allottee(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottees and occupiers of the other spaces and portion of the Building(s).

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1.

2.

---

**SIGNATURE OF SELLER**

---

**SIGNATURE OF CO-OWNER**

---

**SIGNATURE OF ALLOTTEE/PURCHASERS**

**RECEIVED** of and from the within named allottee within  
mentioned                      sum                      of                      **Rs.**

\_\_\_\_\_/-  
**(Rupees** \_\_\_\_\_

\_\_\_\_\_ **Only**) being the consideration amount  
in **PART** as per memo below:-

**MEMO OF CONSIDERATION**

1.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
2.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
3.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____
<b>TOTAL AMOUNT RECEIVED</b>		<b>Rs. -----</b>

**Witness:**

- 1.
  
- 2.

\_\_\_\_\_  
**SIGNATURE OF SELLER**

**DATED ----- DAY OF ----- 2019**

**AGREEMENT FOR SALE**

**BETWEEN**

**M/S. EDEN RICHMOND PARK LLP**  
-----**SELLER**

&

**M/S. AGNI DEALCOM PRIVATE LIMITED & OTHERS**

**-----CO-OWNERS**

&

**MR. -----**

**MRS. -----**

**-----ALLOTTEES**

**EDEN RICHMOND PARK**

**FLAT/ UNIT NO. -----**

**BLOCK - -----**

**FLOOR - -----**