

## AGREEMENT FOR SALE

This Agreement for **Sale Agreement** executed on this day of \_20\_

### By and Between

**Sujoy Ghosh**, son of Late Satrujit Ghosh, residing at 34/2, Santosh Roy Road, now 5, Bosepara Bye Lane, Police Station Haridevpur, Kolkata-700 008 [PAN\_\_\_\_\_]

**Kakoli Bose**, wife of \_\_\_\_\_, residing at \_\_\_\_\_,  
Police Station \_\_\_\_\_, Kolkata-\_\_\_\_\_  
[PAN\_\_\_\_\_]

**Kalyani Mukherjee**, wife of \_\_\_\_\_, residing at \_\_\_\_\_,  
Police Station \_\_\_\_\_, Kolkata-\_\_\_\_\_  
[PAN\_\_\_\_\_]

**Sabita Sengupta**, wife of Hirendra Nath Sengupta, residing at 8/1B, Talpukur Road, Police Station\_\_\_\_\_, Kolkata-700 061 [PAN\_\_\_\_\_]

**Ananya Das**, daughter of Arup Das, residing at 5, Bose Para Bye Lane (formerly 34/2, Santosh Roy Road), Police Station \_\_\_\_\_, Kolkata-700 008 [PAN\_\_\_\_\_]

All represented by Suvajit Biswas [PAN AFPPB1290K, son of Kalyan Biswas, A-17, Diamond Park, Post Office Joka, Police Station Thakurpukur, Kolkata-700104

**Sunirman Towers Private Limited [PAN AAJCS6411K]**, a company having its registered office at A-17, Diamond Park, Post Office Joka, Police Station Thakurpukur, Kolkata-700104, being represented by its Director Suvajit Biswas [PAN AFPPB1290K], son of Kalyan Biswas, A-17, Diamond Park, Post Office Joka, Police Station Thakurpukur, Kolkata-700104

hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest and permitted assigns) collectively of the **FIRST PART**;

### And

**Sunirman Towers Private Limited [PAN AAJCS6411K]**, a company having its registered office at A-17, Diamond Park, Post Office Joka, Police Station Thakurpukur, Kolkata-700104, being represented by its Director Suvajit Biswas [PAN AFPPB1290K, son of Kalyan Biswas, A-17, Diamond Park, Post Office Joka, Police Station Thakurpukur, Kolkata-700104

(**Developer**, which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns) of the **SECOND PART**

**And**

- 4) Mr./Mrs. \_\_\_\_\_(Aadhar No. ) son/daughter of \_\_\_\_ , aged about residing at \_\_\_\_\_ ,(PAN \_\_\_\_\_ ) hereinafter called the "**Allottee**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the **THIRD PART**.

The Owners, the Developer, collectively **Promoters/Owners**

The Promoters/ Owners and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

- A) **DEFINITIONS:** For the purpose of this Agreement for Sale, unless the context otherwise requires:-
- a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
  - b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
  - c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
  - d) "**Section**" means a section of the Act.

**B) BACKGROUND:**

**D) WHEREAS**

- A. The Owners are the lawful owners of ALL THAT the piece and parcel of *Bastu* land measuring 7 (seven) *cottah* and 7 (seven) square feet, more or less, both comprised in C.S. *Dag* No. 22, recorded in C.S. *Khatian* No. 866, *Mouza* Paschim Barisha, J.L. No.23, situates, lying at and being Municipal Premises No. 5, Bose Para Bye Lane, Kolkata-700008, Police Station Thakurpukur, Post Office \_\_\_\_\_, within Ward No. 123 of the Kolkata Municipal Corporation, District South 24 Parganas, morefully described in **Schedule A (Said Land)** by virtue of inheritance.

- B. **And** Subsequent to the purchase, the Owners have mutated their names in the records of the Kolkata Municipal Corporation, vide Assessee No.411230300050.
- C. **And** the Owners, owing to the intention to develop the Said Land have appointed the Developer to develop the Said Land and subsequently, the Owners and the Developer have entered into an Agreement dated 2<sup>nd</sup> August,2007, 9<sup>th</sup> October,2007& 12<sup>th</sup> December,2007.
- D. **And** the Said Land is earmarked for the purpose of building a residential cum commercial project comprising multistoried apartment buildings and car parking spaces and the said project shall be known as, **RIDDHI SIDDHI PEARL(Project)**.
- E. **And** the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters/Owners regarding the Said Land on which Project is to be constructed have been completed;
- F. **And** *The intimation of commencement of the work has already been submitted the* Kolkata Municipal Corporation and the Promoters/Owners have already obtained the building plan sanctioned from the Kolkata Municipal Corporation, vide Building Permit No. 2011130407 dated 27/03/2012.
- G. **And** the Promoters/Owners have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment Building from Kolkata Municipal Corporation for G+IV Buildings. The Promoters/Owners agree and undertake that they shall not make any changes to approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- H. **And** the Promoters/Owners have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. HIRA/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_
- I. **And** the Allottee had applied for an apartment in the Project vide application No.\_\_\_\_dated \_\_\_\_\_and has been allotted apartment no.\_\_\_\_having carpet area of \_\_\_\_\_ square feet corresponding to super built up area \_\_\_\_\_ square feet ,\_\_\_\_type on\_\_\_\_\_ floor in Riddhi Siddhi Pearl (“Building”) along with garage/covered/open parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_[ Please insert the location of the garage/Covered/open parking], as permissible under the applicable law and of pro rata share in the common areas (**Common Areas**) as defined under clause(m) of Section 2 of the Act (hereinafter

referred to as the “**Apartment**” more particularly described in Schedule A and the floor plan of the Apartment is annexed hereto and marked as Annexure;

- J. **And** the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. **And** the Promoters/Owners may in future develop further phases on the land parcels adjacent to Said Land and reserve the right to share common infrastructure i.e. driveway, club and other amenities with such future phase/phases in terms of Rule 10 under the said Act.
- L. **And** 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;
- M. **And** 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;
- N. **And** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/Owners hereby agree to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) morefully mentioned in Schedule A-2.

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

- 1. **TERMS:**
  - 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoters/Owners agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment, morefully and particularly mentioned in the Schedule A-2.

1.2 The Total Price payable for the Apartment is more fully mentioned in the Schedule-B.  
Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoters/Owners towards the Apartment;

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters/Owners 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 Promoters/Owners, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the Project to the association of Allottees' or the competent authority, as the case may be, after obtaining the building completion certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoters/Owners 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

(iii) The Promoters/Owners shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoters/Owners within the time and in the manner specified therein. In addition, the Promoters/Owners shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective. Be it noted herein that, if the Allottee fails to honour the demand notice within the specified time, then, the Promoters/Owners shall be entitled to charge an interest on the particular due amount, to be calculated @24% (twenty four) per annum.

(iv) The Total Price of Completed Apartment finished as per specifications, morefully mentioned in Schedule D includes recovery of price of proportionate ratio of the Said Land underneath the building, construction of the Common Areas, internal

development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges.

- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoters/Owners undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, charges imposed by the competent authorities, the Promoters/Owners shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4. The Allottee shall make the payment as per the payment plan set out in Schedule C (**Payment Plan**).
- 1.5. The Promoters/Owners may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @2% (two percent) per annum for the period by which the respective instalment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter/owner.
- 1.6. It is agreed that the Promoters/Owners 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” Schedule “E” (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act.

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

And the Promoters/Owners shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.

- 1.7. The Promoters/Owners shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate or completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price is payable for the carpet area shall be recalculated upon confirmation by the Promoters/Owners, If there is reduction in the carpet area then the Promoters/Owners shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the Apartment, allotted to Allottee, the Promoters/Owners may demand that from the Allottee in the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as per Schedule - B of this Agreement.
  
- 1.8. Subject to para 9.3 the Promoters/Owners agree and acknowledge, the Allottee shall have the right to the Apartment as mentioned in Schedule-B:
  - (i) The Allottee shall have exclusive ownership of the Apartment;
  
  - (ii) The Allottee shall also have right to use the Common Areas transferred to the association of Allottees'. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the Promoters/Owners shall hand over the Common Areas to the association of Allottees' after duly obtaining the occupancy certificate or completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common facilities

shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time;

- (iii) That the computation of the final price of the completed Apartment finished as per specification, morefully mentioned in Schedule D, includes recovery of proportionate price of Said Land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The price exclude Taxes and maintenance charges;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Apartment, as the case may be, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9. It is made clear by the Promoters/Owners and the Allottee agrees that the Apartment along with car parking space, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10. The Promoters/Owners agree to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which the Promoters/Owners have collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 Promoters/Owners fail to pay all or any of the outgoings collected by the Promoters/Owners from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoters/Owners agree to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are

payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11. The Allottee has paid a sum equivalent to 10% (ten percent) of the Total Price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoters/Owners/ hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan, as may be demanded by the Promoters/Owners within the time and in the manner specified therein: Provided that if the Allottee delay in payment towards any amount which is payable, the Allottee shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

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

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

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

failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

5. **TIME IS ESSENCE:**

The Promoters/Owners shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottees' subject to the same being formed and registered.

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

The Allottee 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 as mentioned in the Schedule which has been approved by the Competent Authority. The Promoters/Owners 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 Promoters/Owners undertake to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the byelaws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoters/Owners shall be considered as a material breach of the Agreement. The Allottee further hereby agrees and accepts the following:

- 6.1 The Allottee, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Apartment and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project **save and except** the said Apartment.
- 6.2 The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of all local authorities and the office of the BL&LRO, within 30 (thirty) days from the date of possession and (2) pay the Rates & Taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills/demand to be raised by the Promoter/Owner and/or local authorities and the BL&LRO, such bills/demands being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills/demands. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/Owner / or the Association of Allottees' (upon formation).
- 6.3 The Allottee shall pay the maintenance charge and common expenses on the basis of the bills to be raised by the Promoters/Owners/the Association of Allottee's (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and common expenses and (2) the maintenance charge and common expenses shall be subject to variation from time to time, at the sole discretion of the Promoter/Owner/the Association of Allottee's (upon formation).
- 6.4 The Promoters/Owners shall have first charge and/or lien over the Apartment for all amounts due and payable by the Allottee to the Promoters/Owners provided however if the Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoters/Owners shall stand extinguished on the financial institution clearing all dues of the Promoters/Owners.
- 6.5 The Allottee fully comprehends, acknowledges and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Apartment bears

to the currently proposed area of the Project (2) if the area of the Project is recomputed by the Promoters/Owners, integrate or add (notionally or actually), then the Land Share, and the Share In Common Portions shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoters/Owners, in its absolute discretion.

- 6.6 The Allottee admits and accepts that the Allottee and the other Allottee of flats in the Project will form the Association and the Allottee shall become a member of the Association. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard, the Allottee shall sign, execute and submit/ deliver necessary applications and all other papers, declarations and documents as may be required. Each flat/unit owner will be entitled to cast a vote irrespective of his/her/its size of flat/unit. The Allottee further admits and accepts that the Allottee shall not object for joining the Association.

7. **POSSESSION OF THE APARTMENT:**

- 7.1. Schedule for handing over possession of the said Apartment - The Promoters/Owners agree and understand that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees is the essence of the Agreement. The Promoters/Owners assure 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 31/10/2019, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (**Force Majeure**). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agree that the Promoters/Owners shall be entitled to the extension of time for delivery of possession of the Apartment, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters/Owners to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters/Owners shall refund to the Allottee the entire amount received by the Promoters from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund

of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoters/Owners and that the Promoters/Owners shall be released and discharged from all of their obligations and liabilities under this Agreement.

- 7.2. Procedure for Receiving Possession - The Promoters/Owners, upon obtaining the completion certificate from the competent authority shall inform the Allottee about handing over possession of the Apartment, to the Allottee in terms of this Agreement. Be it noted herein that, the handing over and receiving of the possession of the Apartment shall be within 2 (two) months from the date of issue of completion certificate by the competent authority, subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Promoters/Owners agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters/Owners. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoters/Owners/Association of Allottees', in this case, the liability to pay the maintenance charges, as mentioned herein shall be on the Allottee from the date of issuance of the completion certificate for the Project by the competent authority. The Promoters/Owners shall hand over the photocopy of completion certificate of the Project to the Allottee at the time of registration of sale deed of the Apartment.
- 7.3. Failure on the part of Allottee to receive Possession of Apartment-upon receiving the written intimation with regard to receive the possession of the Apartment, as to be issued by the Promoters/Owners as mentioned in clause 7.2 above, the Allottee shall receive possession of the Apartment from the Promoters/Owners by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Owners shall handover possession of the Apartment to the Allottee. In case the Allottee fails to receive possession within the time provided herein or agreed otherwise, in such event also the Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further holding charge of Rs.3,000/- (Rupees three thousand) (for each 3 BHK Flat) and Rs.2,000/- (Rupees two thousand) (for each 2 BHK Flat) per month or part thereof for the period of delay of to taking possession.

- 7.4 Handing over of Relevant Documents-after obtaining the completion certificate or occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoters/Owners to hand over the necessary documents and plans, including common areas, to the Association of Allottee's upon its formation and Registration;

Provided that, in the absence of any local law, the Promoters/Owners shall handover the necessary documents and plans, including common areas, to the Association of Allottees', within 30 (thirty) days after formation and registration of such Association.

- 7.5. Cancellation by Allottee-the Allottee shall have the right to cancel/ withdraw his/her allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project, save and except on account of delay in handing over of the possession due to any fault/latches on the part of the Promoters/Owners, the Promoters/Owners herein is entitled to forfeit all amount paid by the Allottee, till date.

- 7.6. Compensation-if the Promoter/Owners fail to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the time as mentioned in clause 7.1 herein or (ii) due to discontinuance of Promoters'/Owners' business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoters/Owners shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter/Owner in respect of the Apartment, till date, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due; Provided that where if the Allottee does not intend to withdraw from the Project, the Promoters/Owners shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 (forty- five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoters/Owners hereby represent and warrant to the Allottee as follows:

- (i) The Owner have absolute, clear and marketable title with respect to the Said Land and the Developer has the requisite authority and rights to carry out development upon the Said Land and the Developer also has absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoters/Owners have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project. And there are no litigations pending before any Court of law or Authority with respect to the Said Land, Project and/or the Apartment;
- (iv) 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 Promoters/Owners have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Building and Apartment and Common Areas till the date of handing over of the Project to the Association of Allottes’.
- (v) The Promoters/Owners have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoters/Owners have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoters/Owners confirm that the Promoters/Owners are not restricted in any manner whatsoever from selling the Apartment to the Allottee;
- (viii) At the time of execution of the sale deed the Promoters/Owners shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the

Common Areas to the Association of Allottees' once the same being formed and Registered;

- (ix) The Said 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 Said Land
- (x) The Promoters/Owners have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued by the competent authority, irrespective of the fact that, possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees' or not;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoters/Owners in respect of the Said Land and/or the Project.

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

- 9.1. Subject to the Force Majeure clause, the Promoters/Owners shall be considered under a condition of Default, in the following events:
  - (i) Promoters/Owners fail to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoters'/Owners' business as a developer on account of suspension or revocation of the Developer's registration under the provisions of the Act or the rules or regulations made there under.

9.2. In case of default made by Promoters/Owners under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoters/Owners as demanded by the Promoters/Owners. If the Allottee stops making payments the Promoters/Owners shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in this case the Promoters/Owners shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice, subject to the fact, that the Allottee shall before receiving the refund of all amounts paid along with prescribed rate of interest, as mentioned above from the Promoters/Owners, at the Allottee's own costs and expenses, execute all necessary cancellation related documents required by the Promoters/Owners; Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, the Allottee shall be paid, by the Promoters/Owners, 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 Promoters/Owners to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoters/Owners as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoters/Owners on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after receiving notice from the Promoters/Owners in this regard, the Promoters/Owners upon giving 30 (thirty) days written notice may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. **SALE DEED OF THE SAID APARTMENT:**

The Promoters/Owners, on receipt of Total Price of the Apartment as per Schedule – B under the Agreement from the Allottee, shall execute and registered sale deed drafted by the Promoters’/Owners’ Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the completion certificate by the competent authority and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters/Owners to withhold registration of the sale deed in his/her favour till payment of stamp duty and registration charges is made by the Allottee and the Allottee shall be bound by all other obligations, as morefully mentioned in clause 7.3 above.

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

The Promoters/Owners shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the Project.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters/Owners as per the agreement for sale relating to such development is brought to the notice of the Promoters/Owners within a period of 5 (five) years by the Allottee from the date of obtaining completion certificate, it shall be the duty of the Promoters/Owners to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters’/Owners’ fail 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.

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

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

14. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Riddhi Siddhi Pearl (i.e. Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottees' formed by the Allottee and other co-allottees for rendering maintenance services.

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

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

ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoters/Owners undertake that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.. During the period of construction or before that, the Promoters/Owners may obtain construction finance but without creating any liability on Allottee.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

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

The Promoters/Owners have assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoters/Owners showing compliance of various laws/ regulations as applicable in the Act.

20. **BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoters/Owners do not create a binding obligation on the part of the Promoters/Owners or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar as and when intimated by the Promoters/Owners. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Owners, then the Promoters/Owners shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be forfeited .

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

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

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

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

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

- 24.1. The Promoters/Owners may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee 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 Allottee that exercise of discretion by the Promoters/Owners in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoters/Owners to exercise such discretion in the case of other Allottees.
- 24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

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

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoters/Owners through their authorized signatory at the Promoters'/Owners' Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoters/Owners or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

That all notices to be served on the Allottee and the Promoters/Owners as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters/Owners by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottee and the Promoters/Owners to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. **JOINT ALLOTTEES:**

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

31. **SAVINGS:**

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

34. **MISCELLANEOUS:**

- 34.1 The Allottee aware that the price of the Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoters/Owners and the Allottee shall not claim, demand or dispute in regard thereto.
- 34.2 The Allottee prior to execution of the Sale Deed, nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Promoters/Owners subject to payment of administrative charges @4% (four percent) of the Total Price to the Promoters/Owners.
- 34.3 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in Schedule-D and the same 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 Allottee shall not be entitled to raise any claim for such variation.
- 34.4 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank financial institution the Promoter/owner shall act in accordance with the instructions of the bank financial institution in terms of the agreement between the Allottee and the Bank financial institution, SUBJECT HOWEVER the Promoters/Owners being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter/owner shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank Financial Institution.
- 34.5 In case payment is made by any third party on behalf of Allottee, the Promoters/Owners will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in a manner whatsoever and the Promoter/owner shall issue the payment receipts in the name of the Allottee only.

- 34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoters/Owners, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoters/Owners shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.7 Promoters/Owners may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee shall not have any objection to it and further, the Allottee hereby gives consent to the Promoters/Owners that the Promoters/Owners shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Sale Deed of the Apartment has been executed the Allottee or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire housing complex is concerned the additional FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoters/Owners may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Promoters/Owners may decide to provide for a passage way across this Housing Complex and for this purpose the Promoters/Owners shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Housing Complex and their Association. The Promoters/Owners may extend the size of the Complex as -presently envisaged by causing development of another Project/Phase on

land contiguous to the present Complex whereupon the Promoters/Owners will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases/Complex.

- 34.8 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes and covenants 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 Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 34.9 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project or Complex.
- 34.10 In the event of cancellation of allotment The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoters/Owners to the Allottee without interest, out of the amounts received by the Promoters/Owners against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The Allottee shall prior to receipt of refund on the above account from the Promoters/Owners, at their own costs and expenses, execute all necessary cancellation related documents required by the Promoters/Owners.
- 34.11 If due to any act, default or omission on the part of the Allottee, the Promoters/Owners are restrained from construction of the Project and/or transferring

and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoters'/Owners' such other rights the Allottee shall be liable to compensate and also indemnify the Promoters/Owners for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoters/Owners.

34.12 The Promoters/Owners will not entertain any request for modification in the internal layouts of the unit of the Blocks. In case the Allottee desires (with prior written permission of the Developer) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment.

For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at his/her sole discretion, the Promoters/Owners may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoters/Owners in writing and that the right of such access may be withdrawn by the Promoters/Owners at any time without assigning any reasons.

34.13 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoters/Owners PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered sale deed the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoters'/Owners' shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against 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.

34.14 The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees.

34.15 It is clarified that the defect liability responsibility of the Promoters/Owners shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or Allottee's nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoters/Owners to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase/ wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoters/Owners shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the structure which happens due to variation in temperature of more than 20° Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

34.16 That on and from the date of possession of the said flat/unit, a) the Allottee shall a) Co-operate in the management and maintenance of the said project Riddhi Siddhi Pearl b) Observe, comply and abide by the rules framed from time to time by the Promoter/owner and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the Project c) Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter/Owner, until formation of the Association including the GST d) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any

account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Promoters/ Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- i) to discontinue the supply of electricity to the "Said Unit".
- ii) to disconnect the water supply
- iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.-
- iv) to discontinue the facility of DG Power back-up
- v) to discontinue the usage of all amenities and facilities provided in the said project " Riddhi Siddhi Pearl" to the Allottee and his/her/their family members/guests.
- e) The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee
- f) Use the said flat/unit for residential purpose only
- g) Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoters or the Association, upon formation, in writing
- h) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof
- i) Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/so
- j) Not to place or cause to be placed any article or object in the common area
- k) Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise
- l) Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee
- m) Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the complex, and shall not change the location and/or design of the window and balcony grills (provided by the Promoters) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the Project
- n) Not to slaughter or permit to be slaughtered any animal

and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other allottees and/or occupiers of the Project o) Not to keep in the said unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said flat and/or any other flat in the Project p). Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Promoters / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoters/Association may affect the elevation in respect of the exterior walls of the said building q) Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may be likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottes and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space r) Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars s) Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else, or excepting to a person who owns a Flat in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars t) Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of sale deed for the said flat / unit in favour of the Allottee u) Use the Community Hall for small functions of their families or for the meeting of allottees of

flat or for the use of any function / meeting by all the allottees of flat of the project. Although the Community Hall will be provided with a Pantry Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project Pearl Riddhi Siddhi for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants v) To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoters and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium; To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time w) To ensure that all interior work of furniture, fixtures and furbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-allottees.

34.17. The Promoter has already allotted several flats of both segments to prospective Allottees in other format.

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

-----

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners

Signature:

Name:

Address:

Sujoy Ghosh Kakoli Bose Kalyani Mukherjee Sabita Sengupta Ananya Das

---

[being represented by their constituted attorney Suvajit Biswas]

Sunirman Towers Private Limited

Authorised Signatory / Director

SIGNED AND DELIVERED BY THE WITHIN NAMED:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer

Sunirman Towers Private Limited

Authorised Signatory / Director

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

At

WITNESSES:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

on in the presence of:

Please affix

Photographs

and Sign

across the

photograph

Please affix

Photographs

and Sign

across the

photograph

#### SCHEDULE 'A'

(Said Land)

ALL THAT the piece and parcel of *Bastu* i) land measuring 3 (three) cottah and 2 (two) square feet, more or less, together with a 100 (one hundred) square feet RT shed structure standing thereon, comprised in C.S. Dag No. 22, recoded in C.S. Khatian No. 866, Mouza Paschim Barisha, J.L. No. 23, situates, lying at and being Municipal Premises No. 34/2, Santosh Roy Road, Police Station Thakurpukur, Kolkata-700008 together with easement right upon 10 ft wide Common Passage comprised in C.S. Dag No. 21 (First Property) And (ii) land measuring 4 (four) cottah and 5 (five) square feet, more or less, comprised in C.S. Dag No. 22, recoded in C.S. Khatian No. 866, Mouza Paschim Barisha, J.L. No. 23, situates, lying at and being Municipal Premises No. 49, Bose Para By Lane, Police Station Thakurpukur, Kolkata-700008 (Second Property), totaling to land measuring 7(seven) cottah and 7(seven) square feet, more or less, after amalgamation renumbered as Municipal Premises No. 5, Bose Para Bye Lane, Kolkata-700008, Police Station Thakurpukur, Post Office \_\_\_\_\_, within Ward No. 123 of the Kolkata Municipal Corporation, District South 24 Parganas, bordered in **Red** colour on attached **Plan** marked **A** and is butted and bounded as follows:

- On The North** : By Other Premises;
- On The East** : By James Long Sarani
- On The South** : By Premises No 34/4, Santosh Roy Road
- On The West** : By 1.828 M wide Bose Para Bye Lane



## SCHEDULE 'A-1 '

(Details of Ownership of the Said Land)

Sl. No            Particulars

1. Development Agreement Dated 9<sup>th</sup> October,2007,
2. Development Agreement 2<sup>nd</sup> August,2007
3. Development Agreement 12<sup>th</sup> December, 2007
4. Deed of conveyance Deed No. 11931 dated 17<sup>th</sup> November,2007 in the name of sunirman towers Pvt Ltd.
5. Deed of conveyance Deed No. 401 dated 04<sup>th</sup> April,1949 in the name of Krishna Lal Das.
6. Deed of conveyance Deed No. 401 dated 21<sup>st</sup> September,1957 in the name of Saibalani Das.

**NET PROJECT LAND AREA** 7 cottah 7 Sq. ft

## SCHEDULE 'A-2'

(Said Apartment)

Residential Unit No. \_\_\_\_\_ on the \_\_\_\_\_ of the \_\_\_\_\_ floor, having super built-up area \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less corresponding to carpet area \_\_\_\_\_ ( \_\_\_\_\_ ) square feet more or less , demarcated in colour **Green** on Plan **B** attached, comprised in the building named "**RIDDHI SIDDHI PEARL**", constructed on Said Premises, described in the **1<sup>st</sup> Schedule** above.together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in Schedule-E, of the Project Pearl Riddhi Siddhi, Next to \_\_\_\_\_.

## SCHEDULE 'B'

(Price)

Price for the Apartment

Price of \_\_ Car Parking space

Rs. /-

Rs. /-

Extra Development Charges Rs. /-

Total Price Rs.....(Rupees only).

### SCHEDULE 'C'

#### PAYMENT PLAN

##### 51. Particulars % Consideration .

At the time of Booking			Rs.1,00,000/-
At the time of Agreement	_____	20%	Rs. _____/-
On the start of Foundation Work	_____	20%	Rs. _____/-
On the start of 1 <sup>st</sup> Slab Casting	_____	10%	Rs. _____/-
On the start of 2 <sup>nd</sup> Slab Casting	_____	10%	Rs. _____/-
On the start of 3 <sup>rd</sup> Slab Casting	_____	10%	Rs. _____/-
On the start of 4 <sup>th</sup> Slab Casting	_____	10%	Rs. _____/-
On the start of 5 <sup>th</sup> Slab Casting	_____	10%	Rs. _____/-
On the start of Brick Work	_____	5%	Rs. _____/-
At the time of Notice for Possession	_____	5%	Rs _____/-

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

### SCHEDULE 'D'

#### (SPECIFICATIONS)

1. **General Flooring:** Vitrified Tiles Flooring
2. **Internal Walls and Ceiling:** Plaster of Paris

3. **Bath:** Semi-glazed ceramic tiles Dado upto 2 meter. With tiles flooring
4. **Kitchen:** Semi glazed ceramic tiles Dado upto 1.2 meter over platform of marble.
5. **Sanitary:** Standard good quality fixtures and fittings
6. **Electrical:** Concealed electric wiring system within the flats with good quality switch board
7. **Windows:** Sliding Aluminum Window
8. **Doors:** Good quality flush door
9. **External Walls:** Rendered in special weather proof, enamel painted M/S/ railing in stair and balcony.