

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ (Date) day of _____ (Month), 20_____

By and Between

MAXWORTH INDUSTRIAL SERVICES LIMITED (CIN No. _____), a Company within the meaning of the Companies Act, 2013 having its registered and corporate office at 27B, Camac Street, 4th Floor, Post Office _____, Police Station Shakespeare Sarani, Kolkata 700 016 and Income Tax Permanent Account No. AACCM2820K represented by its Director _____ son of _____, by religion _____, by Occupation _____, Citizen of India, residing at _____ Post Office _____, Police Station _____, Kolkata 700 _____ and having Aadhaar No. _____ and Income Tax Permanent Account No. _____ authorized vide resolution dated _____ hereinafter referred to as the "Owner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the First Part

AND

GANGES GARDEN REALTORS PRIVATE LIMITED (CIN No. _____), a Company within the meaning of the Companies Act, 2013 having its registered and corporate office at 37A, Bentinck Street, Room No. 215, Post Office _____, Police Station _____, Kolkata 700 _____ and Income Tax Permanent Account No. AABCG9388F represented by its Director _____ son of _____, by religion _____, by Occupation _____, Citizen of India, residing at _____ Post Office _____, Police Station _____, Kolkata 700 _____ and having Aadhaar No. _____ and Income Tax Permanent Account No. _____ authorized vide resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the Second Part

AND

[If the Allottee is a company]

_____, (CIN No. _____) a Company within the meaning of the Companies Act, 2013, having its registered and corporate office at _____ Post Office _____, Police Station _____, Kolkata 700 _____ and Income Tax Permanent Account No. _____ represented by its Director _____ son of _____, by religion _____, by Occupation _____, Citizen of India, residing at _____ Post Office _____, Police Station _____, Kolkata 700 _____ and having Aadhaar No. _____ and Income Tax Permanent Account No. _____ authorized vide resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the Third Part.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ Post Office _____, Police Station _____, Kolkata 700 ____ and Income Tax Permanent Account No. _____ represented by its authorized partner _____ son of _____, by religion _____, by Occupation _____, Citizen of India, residing at _____ Post Office _____, Police Station _____, Kolkata 700 ____ and having Aadhaar No. _____ and Income Tax Permanent Account No. _____ authorized vide resolution dated _____ hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, and their respective heirs, executors, administrators, successors, legal representatives and/or permitted assigns) of the Third Part

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____ son/daughter/wife of _____, by religion _____, by Occupation _____, Citizen of India, residing at _____ Post Office _____, Police Station _____, Kolkata 700 ____ and having Aadhaar No. _____ and Income Tax Permanent Account No. _____ 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, legal representatives and permitted assigns) of the Third Part.

[OR]

[If the Allottee is a HUF]

_____ HUF, a Hindu Undivided Family represented by its Karta Mr. _____ son of _____, by religion _____, by Occupation _____, Citizen of India, having its place of business / residence at _____ Post Office _____, Police Station _____, Kolkata 700 ____ and having Aadhaar No. _____ and Income Tax Permanent Account No. _____ hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the coparceners and members for the time being of the said HUF, and their respective heirs, executors, administrators, successors and permitted assigns) of the Third Part.

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

The Owner and the Promoter are hereinafter jointly referred to as the Vendors. The Vendors and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

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

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act. XLI of 2017);
- (b) “**Rules**” means the West Bengal Housing Industry Regulations 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.
- (e) Words defined in **Schedule F** shall have the meaning mentioned therein.

WHEREAS

- A. The Owner is the absolute and lawful owner of the said Land described in **Schedule H**. The details of title in respect of the said Land in favour of the Owner are mentioned in **Schedule I** hereto.
- B. The said Land is earmarked for the purpose of building a residential-cum-commercial project presently comprising of Phase I and Phase II having multi-storied buildings and the Project has been named “**PUJA GANGES**”.
- C. The Promoter approached the Owner and the Owner agreed to permit the Promoter to develop the said Land described in **Schedule-H** hereto (which is a part or portion of the Total Property) by constructing the Buildings thereon and to sell and/or otherwise transfer the Apartment Units/Commercial Units therein to prospective buyers/transferees.
- D. The Vendors are fully competent to enter into this Agreement.
- E. The Uttarpara Kotrung Municipality has sanctioned the Plan dated 29th November, 2010 bearing No. 129 for construction of ten new buildings being Blocks A, B, C, E, F, H, I, J, K and L on the said Land partly for residential and partly for commercial purpose. The Promoter agrees and undertakes that it shall not make any changes to this approved plan except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The construction is being made by the Vendors in phases. In the first phase construction of 9 (nine) new buildings being Blocks A, B, C, E, F, H, I, J and L each having ground plus four storeys are being constructed. The Vendors propose to construct for sale in the second phase, a new building being Block K having ground plus five storeys regarding which the plan for ground plus four storeys has already been sanctioned by the Municipality as also an additional floor, that is the fifth floor, over each of the other nine buildings being Blocks A, B, C, E, F, H, I, J and L. In addition to the above, two new buildings having ground plus five storeys each being Blocks D and G are proposed to be constructed by the Vendors and/or the Owner on the land for proposed Block D and the land for proposed Block G respectively which shall also be sold and transferred in the same manner as the 10 (ten) new Buildings to prospective buyers who shall have similar rights in the Common Areas of the said Property as the Unit Owners and for such purpose the Vendors and/or the Owner shall be irrevocably entitled to take all necessary steps including obtaining sanction of building plan and connecting all Common Areas of the said Property to the said two new Buildings.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at WB HIRA Office, Kolkata on _____ under registration no. _____.
- H. As per the terms of the Development Agreement, sale of all apartments, commercial spaces, car parking spaces and other constructed areas in the Buildings, that is both

the Owner's Allocation and the Promoter's Allocation, is to be made jointly and the Owner is entitled to get 35 per cent out of total sale proceeds thereof and the Promoter is entitled to get 65 per cent out of total sale proceeds thereof. All such areas being sold by the Owner and the Promoter jointly are hereinafter referred to as "the Joint Sales Area".

- I.** The Allottee had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties All That the said Apartment Unit described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**;
- J.** The Owner and the Promoter declare and confirm that the said Apartment Unit agreed to be sold to the Allottee herein is comprised in and is part of the Joint Sales Area.
- K.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L.** The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
 - (i) The ownership and title of the said Property and the documents relating thereto;
 - (ii) The Plans sanctioned by the Municipality and the necessary approvals and permissions;
 - (iii) The respective right, title, interest and entitlement of the Owner and the Promoter in respect of the said Property;
 - (iv) The Phase-wise development of the Project; and
 - (v) The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment.
- M.** The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above matter/issues and/or create any hindrance regarding the construction and completion of Buildings (including those in the second phase) that may be constructed on the said Property (including the buildings and constructions on the land for proposed Blocks D and G) from time to time by the Vendors and also waives his right, if any, to do so.
- N.** 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.
- O.** 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;
- P.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.

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 Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment Unit described in **Schedule A**.
 - 1.2 The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area thereof is Rs. _____/- (Rupees _____ only)

(“**Total Price/Agreed Consideration**”) as per details mentioned in **Schedule C**.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Vendors towards the said Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable 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, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of allottees after obtaining the completion certificate;

Provided that all the applicable Taxes shall be payable by the Allottee to the Vendors;

- (iii) The Vendors shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make payment demanded by the Vendors within the time and in the manner specified therein. In addition, the Vendors shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the said Apartment includes the proportionate share in land and Common Areas as mentioned in this Agreement.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of 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 and/or increases as may be otherwise agreed. The Vendors undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendors 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.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule ‘C’ (“Payment Plan”)**.
- 1.5 The Vendors may allow, in their sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Vendors.
- 1.6 It is agreed that the Promoter 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’** and **Schedule ‘E’** in respect of the said Apartment, without the previous written consent of the

Allottee as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee: Provided that the Promoter 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 it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be acquired by the Allottee and the Allottee hereby consents to the same and waives his right of giving any further consent.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupancy/Completion Certificate is granted by the Municipality, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Vendors shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Vendors may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Vendors agree and acknowledge, the Allottee shall have the right to the said Apartment Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Car Parking Space described in **Schedule A** and the said Exclusive Use Rights in respect of the said Exclusive Private Lawn, if any, appurtenant to the said Apartment and described in **Schedule A** and
 - (ii) The Allottee shall also have the right to use and enjoy the Common Areas mentioned in Parts I and II of Schedule E hereto. The Allottee shall use the Common Areas along with other Unit Owners and/or occupiers of the Buildings in the said Property (including additional floors/storeys thereon) as also the owners and occupiers of the land for proposed Block D and the land for proposed Block G as also the owners and occupiers of all constructions that may be made on the said two lands from time to time, without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, municipal taxes and other liabilities. It is clarified that the Vendors shall hand over the Common Areas to the association of allottees after duly obtaining the completion/ Occupancy Certificate from the Municipality phase wise as provided in the Act;
 - (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedules D & E**. The Allottee has also agreed to make timely payment of the additional liabilities and security deposits mentioned in **Schedule G**. The

Additional Liabilities and Security Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

- 1.9 It is made clear by the Vendors and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise except as agreed in Clause 17.2. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.
- 1.10 The Vendors agree to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which they have collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendors fail to pay all or any of the outgoings collected by them from the Allottee or any liability, mortgage loan and interest thereon before transferring the said Apartment Unit to the Allottee, then the Vendors agree to be liable, even after the transfer of the said Apartment Unit, 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 total sum of **Rs. _____/- (Rupees _____)** only) as booking amount being part payment towards the Total Price of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Vendors hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Vendors or not, within the time and in the manner specified therein;
 Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Vendors abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Vendors or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of the Vendors payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Vendors and 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 Vendors with necessary declarations, documents, permission, approvals, etc. 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 and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Vendors accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Vendors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Vendors 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 Vendors immediately and comply with necessary formalities if any under the applicable laws. The Vendors shall not be responsible towards any third party making payment of remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment Unit applied for herein in any way and the Vendors shall issue the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME OF ESSENCE:

The Promoter shall take steps to 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 said Apartment Unit to the Allottee and the Common Areas to the association of allottees. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C".

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Municipality, the Total Price & payment plan mentioned in **Schedule C** and the additional liabilities and Security Deposits mentioned in **Schedule G** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D & E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Municipality and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Municipality 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 this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 6.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Vendors may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Municipality and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.
- 6.3 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

7. DELIVERY OF THE SAID APARTMENT:

7.1 Schedule for delivery of the said Apartment:-

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Promoter assures to hand over the said Apartment 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") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the

Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall be terminated and the Vendors shall refund to the Allottee the entire amount received by the Vendors from the Allottee within 45 days from that date or within such further time as may be agreed between the parties. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. whatsoever against the Vendors and that the Vendors shall be released and discharged from all their obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Vendors.

- 7.1A The obligation of the Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the additional liabilities and Security Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.
- 7.2 **Procedure for taking Possession-** The Vendors, upon issue of the Partial or Full Occupancy/Completion Certificate by the Municipality, shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Vendors and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Vendors/Association of allottees, as the case may be, municipal taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Completion Certificate. The Promoter shall hand over a copy of the occupancy/completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of the said Apartment-** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Vendors by executing necessary indemnities, undertakings and other documentation prepared by the Vendors through the Project Advocates including those prescribed in this Agreement and the Vendors shall give possession of the said Apartment Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause

7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, municipal taxes and other outgoings as specified in Clause 7.2.

- 7.4 Possession by Allottee- After obtaining the occupancy/Completion certificate and handing over physical possession of the Apartments / Commercial Spaces to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees as per the local laws.
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Vendors under this Agreement, the Vendors herein are entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Vendors towards the Total Price shall only be returned by the Vendors to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Vendors shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.
- 7.6 **Compensation.-** The Vendors shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the said Building is being constructed or has been constructed that is known to the Vendors but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, 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. It is further made clear that under no circumstances shall the Vendors be liable for any defective title not created by the Vendors and/or any defect that existed prior to the purchase of the land by the Owner.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter fails to complete or is unable to give possession of the said

Apartment (i) in accordance with the terms of this Agreement; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoter, the Promoter shall be liable on written 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 Vendors towards the Total Price of the said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect.

Provided that where if the Allottee does not intend to withdraw from the Project, the Allottee may claim from the Promoter interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter to the Allottee within forty five days of it becoming due and such interest may be adjusted against the interest receivable by the Promoter from the Allottee for delayed payment in terms of Clause 1.11.

- 7.7 With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability, and completion of the Buildings, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 7.8 From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.
- 7.9 After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter.

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

The Vendors hereby represent and warrant to the Allottee as follows:

- (i) The Owner has marketable title with respect to the said Land on the basis of the details of title mentioned in **Schedule-I** hereto and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) **There are no encumbrances upon the said Land or the Project created by the Vendors;**
- (iv) **There are no litigations pending against the Vendors before any Court of law or Authority with respect to the said Land, Project or the said Apartment;**
- (v) All approvals, licenses and permits issued by the Municipality with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, said Building and the said Apartment and Common Areas;
- (vi) The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.
- (vii) The Vendors have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendors shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the relevant common areas to the association of Allottees;
- (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xi) The Vendors 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 said Property to the Municipality till the Occupancy Certificate is issued;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Apartment) has been received by or served upon the Vendors in respect of the said Land and/or the Project.

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

- 9.1 Subject to the Force Majeure clauses and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or

comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter fails to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' or fails to complete the Project within the stipulated time disclosed at the time of registration of the project with the Authority and/or extensions thereof. For the purpose of this para 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Vendors as demanded by the Vendors. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect.

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

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

- (i) In case the Allottee fails to make payments of the demands made by the Vendors as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Security Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Vendors 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 notice from the Vendors in this regard, the Vendors may cancel the allotment /Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Vendors by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Vendors shall be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.

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

- (iii) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Vendors shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Vendors within the above time, then the Allottee shall be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors and in default of such payment within 30 days, the Vendors may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- (iv) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment / Commercial Space or portion of the Buildings, then in that event the Allottee shall

also be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors.

- (v) Besides the aforesaid rights the Vendors shall also be entitled to enforce any other right to which the Vendors may be entitled to in law by reason of any default or breach on the part of the Allottee.

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

10.1 The Vendors, on receipt of Total Price of the said Apartment as per Clause 1.2 and Additional Liabilities and Security Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a conveyance deed and convey the title of the said Apartment, the said Car Parking Space, the said Exclusive Use Rights in respect of the said Exclusive Private Lawn, if any, appurtenant to the said Apartment, the right to use and enjoy the Common Areas mentioned in Parts I and II of Schedule E hereto in common with other Unit Owners and/or occupiers of the Buildings in the said Property (including additional floors/storeys thereon) as also the owners and occupiers of the land for proposed Block D and the land for proposed Block G as also the owners and occupiers of all constructions that may be made on the said two lands from time to time and the said Undivided Share within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Vendors to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Vendors is made by the Allottee.

10.2 Neither any of the following is intended to be transferred, nor any of them shall be transferred in favour of the Allottee and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof :

- a) The roofs **(save and except the Common Roof Area)** of the Buildings at the said Property and/or the right of further construction thereon;
- b) Open and covered spaces in the Buildings and the said Property not included in the Common Areas mentioned in Schedule-E hereto;
- c) Other Apartments, Apartment Units, Commercial Spaces, Commercial Units and Car Parking Spaces in the Buildings and/or the said Property;
- d) Any of the commercial spaces on the Ground Floor of the Buildings facing G. T. Road being Blocks A, J and K which have been/are being sold by

the Vendors for use as shops along with undivided proportionate share in the land underneath the concerned building having such commercial space and the right to use and enjoy such Common Areas as may be granted/permitted by the Vendors;

e) Right of further construction on any part of the land comprised in the said Property or raising of any additional floor/storey/construction over the roofs of the Buildings;

f) The Balance Property defined in Schedule I below comprising of Plot B, Plot C, the land for proposed Block D and the land for proposed Block G and/or any construction thereon and/or any right, title or interest whatsoever therein;

g) Any share or right in land comprised in the said Property other than the undivided variable share only in the land immediately underneath the said Building in which the said Apartment is situated; and

h) Any area/space that may be sanctionable and/or sanctioned from time to time in respect of the said Property and/or for construction on the said Property.

10.3 The roofs of the Buildings (other than the Common Roof Area) shall belong to the Owner with exclusive right and entitlement to use, enjoy and transfer the same absolutely and neither the Allottee nor other Unit Owners and/or occupants and/or the Association shall have any right, title, interest, claim or entitlement whatsoever in respect of the same.

10.4 The Owner and the Promoter had initially planned to construct 12 Buildings i.e. Blocks A to L on land measuring more or less 8 Bigha 9 Cottahs 7 Chittacks 10 Sq. ft., being Plot A marked on the map or plan annexed hereto (that is, the said Property together with the land for proposed Block D and the land for proposed Block G). However, the Promoter in the first phase had obtained sanctioned plans for construction of 10 Buildings i.e. Blocks A, B, C, E, F, H, I, J, K and L (each having ground plus four storeys) on land measuring 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet, that is the said Property. In the first phase construction of 9 (nine) new buildings being Blocks A, B, C, E, F, H, I, J and L each having ground plus four storeys are being constructed.

10.5 The Vendors propose to construct for sale in the second phase, a new building being Block K having ground plus five storeys regarding which the plan for ground plus four storeys has already been sanctioned by the Municipality as also an additional floor, that is the fifth floor, over each of the other nine buildings being Blocks A, B, C, E, F, H, I, J and L. In addition to the above, two new buildings having ground plus five storeys each being Blocks D and G are proposed to be constructed by the Vendors and/or the Owner on the land for proposed Block D and the land for proposed Block G respectively which shall also be sold and transferred in the same manner as the 10 (ten) new Buildings to prospective buyers who shall have similar rights in

the Common Areas of the said Property as the Unit Owners and for such purpose the Vendors and/or the Owner shall be irrevocably entitled to take all necessary steps including obtaining sanction of building plan and connecting all Common Areas of the said Property to the said two new Buildings.

10.6 Upon any construction being commenced the land for proposed Block D and the land for proposed Block G shall also be deemed to form part of the said Property for the purpose of making available and connecting Common Areas, utilities, amenities and facilities to such constructions and all references to "the said Property" in this Agreement shall for such purpose mean land totally measuring about 8 bighas 9 cottahs 7 chittaks and 10 square feet and all references to "the Buildings" shall mean the 12 new buildings being Blocks A to L (each having ground plus five storeys) and all the terms and conditions applicable to the 10 Buildings sanctioned at present shall also be applicable to Block D and G as also the fifth floor of all the 12 buildings. However if the Promoter fails and/or is unable to obtain sanction for construction of two Buildings i.e. Blocks D and G then the land measuring about 14 cottahs 12 chittacks 18 square feet being the land for proposed Block D and the land for proposed Block G shall remain under the absolute exclusive ownership and possession of the Owner and neither the Promoter nor the Unit Owners (including the Allottee herein) shall have any right, title or interest whatsoever therein. The Owner shall be exclusively entitled to deal with and dispose of the land for proposed Block D and the land for proposed Block G and/or constructions to be made thereon in any manner whatsoever including commercially exploiting the same, getting plans sanctioned from the concerned authorities, developing and making constructions thereon for commercial and/or residential purposes, raising loans, advances and development finance, creating mortgage in respect of the same, selling, conveying, leasing, transferring, assigning, mortgaging, encumbering and/or otherwise dealing with and/or disposing of the constructed and other spaces and rights therein in favour of different persons and entities on such terms and conditions and for such consideration as may be decided by the Owner and/or its transferees. Neither the Promoter nor the Unit Owners (including the Allottee herein) shall have any right, title or entitlement whatsoever in respect of the same and no permission or consent whatsoever shall be required from any of them for the same.

10.7 Inasmuch as the land for proposed Block D and the land for proposed Block G is surrounded on all sides by the said Property, the said Property as also the transfer of the said Undivided Share shall always be subject to the following irrevocable easements, conditions, rights and entitlements in favour of and for the benefit of the owners and/or occupiers of the land for proposed Block D and the land for proposed Block G (that is, the Owner and/or its transferees):

- (a) Free, unobstructed, unhindered, unrestricted and unfettered right of access to and common use and enjoyment of, the common paths, passages, driveways, areas and portions comprised in the said Property including free unobstructed unrestricted and unfettered passage for men materials and vehicles for ingress to and egress from the land for

proposed Block D and the land for proposed Block G upto the municipal public road being G. T. Road through such common paths, passages, driveways, areas and portions together with the right of laying, taking and removing overhead and underground electrical wires and cables and underground water pipes and drains through such common paths, passages, driveways, areas and portions from main public road being G. T. Road to the land for proposed Block D and the land for proposed Block G at all times and at all hours of the day and night. Gates may be opened from each of the land for proposed Block D and the land for proposed Block G into the Common Areas and passages of the said Property for ingress to and egress from each of the land for proposed Block D and the land for proposed Block G till the main public road being G. T. Road through the Common Areas, driveways and passages comprised in the said Property upto the municipal road.

- (b) Free, unobstructed, unhindered, unrestricted and unfettered right of access to and common use and enjoyment of all Common Areas and facilities in the said Property (including those mentioned in Schedule E hereto) in the same manner and extent as the Unit Owners in the said Property.

10.8 The Owner shall be entitled to the rights, benefits and entitlement of the entire constructed area that is or may be sanctionable on the Total Property in future including in particular on the Balance Property. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise, it is expressly agreed and declared that the Owner is and shall remain the absolute lawful owner of, inter alia the land for proposed Block D and land for proposed Block G which are and shall remain in the physical possession of the Owner and the Owner shall be entitled to obtain sanction and construct new buildings and structures thereon either through the Promoter herein and/or through any other Promoter and/or by itself and to sell, transfer, convey, deal with and dispose of the same and/or the buildings and constructions made thereon and that the Owner shall be entitled to use and enjoyment of all the Common Areas comprised in the said Property including the facilities, utilities and amenities, water, electricity, drainage and sewerage connection etc. for the land for proposed Block D and land for proposed Block G and the buildings and structures to be constructed thereon and that the access to the said land for proposed Block D and land for proposed Block G shall be through gates, pathways, passages, driveways etc. of the said Property from the main road up to the said land for proposed Block D and land for proposed Block G without any hindrance, interference, objection or claim whatsoever by the Allottee and/or any other Unit Owner and/or the Association.

10.9 The Allottee confirms that he is purchasing the said Apartment Unit with full knowledge that he has no right, title, interest, claim or entitlement in respect of the roofs of the said Buildings and that further constructions of additional floors/storeys may be made thereon and sold by the Vendors and the Allottee hereby irrevocably consents to the same. The Allottee also confirms that he is purchasing the said Apartment Unit with full knowledge

that he has no right, title, interest, claim or entitlement in respect of the Exclusive Use Rights which are being granted for the Exclusive Private Lawns which are appurtenant to some ground floor apartments and which shall be transferable with the transfer of such ground floor apartments respectively. The Allottee irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest whatsoever in the Roofs of the Buildings and/or in the other Apartment Units and Commercial Units at the said Property (including the Exclusive Private Lawns comprised therein) and/or the properties and rights which are not intended to be transferred to the Allottee as aforesaid and also hereby disclaims, relinquishes, releases and/or waives in favour of the Vendors and/or the other Unit Owners, as the case may be, all right, title interest, entitlement or claim that Allottee may be entitled to, both in law or any equity, in respect of the same.

10.10 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs **(including Common Roof Area)** of the Buildings and/or other areas in the Buildings and/or the said Property by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same and neither the Unit Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose, the Promoter shall however make payment of the electricity consumed regarding the above on actuals.

10.11 The Vendors may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendors for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Buildings and/or on the roofs of the Buildings **including the Common Roof Area** and neither the Unit Owners nor the Association nor any other entity shall be entitled to object to or hinder the same in any manner whatsoever.

10.12 In respect of the properties and rights which are not intended to be transferred to the Allottee as aforesaid and/or to which the Vendors are entitled as aforesaid, the Vendors shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in their absolute discretion, without any reference to the Allottee. The Allottee hereby consents to the same and undertakes and covenants not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same. The Allottee has irrevocably and unconditionally agreed and undertaken not to have or be entitled to nor to claim any right, title, interest in the other Apartments / Commercial Spaces at the said Property and/or the properties and rights which are not intended to be transferred to the Allottee as aforesaid and also hereby disclaims, relinquishes, releases and/or waives in favour of the Vendors and/or the other Unit Owners, as the case may be, all right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or in equity, into or upon the other parts and portions of the Buildings and the said Property excepting those

which are being expressly agreed to be transferred in favour of the Allottee by this Agreement and has agreed that such provision would also be included in the Deed of Conveyance to be executed in favour of the Allottee in respect of the said Apartment Unit.

10.13 The right of the Allottee regarding the Undivided Share, that is, the proportionate, variable, undivided, indivisible and impartible share only in the land underneath the said Building in which the said Apartment is situated, shall be variable depending on further/additional constructions on the roof of the said Building as originally existing and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and the Allottee undertakes and covenants not to raise under any circumstance any claim in any manner relating to or concerning the same and waives his right, if any.

10.14 In respect of any of the rights or obligations of the Vendors or any of them as against or towards the Allottee, it shall be sufficient if any one or more of the Vendors take any steps and/or issue notices regarding the same and it shall not be necessary for all the Vendors to take any step jointly. It shall however be necessary for the Allottee to give notice and deal with each of the Vendors herein individually and separately.

10.15 Save and except the right of obtaining housing loan in terms Clause 18 below, the Allottee shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee.

10.16 The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the said Property shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Vendors after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Vendors may suffer.

10.17 All rights and obligations of the Promoter and the Owner inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.

10.18 The Vendors shall be entitled to sell the Commercial Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled inter alia to :

(a) grant rights to allottees of the Commercial Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the building abutting the Commercial Units and/or on the internal walls of the Commercial Units and/or in the common areas and passages meant for access to the Commercial Units against

payment of consideration/charges to the Vendors for the same and neither the Unit Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such allottees of Commercial Units shall belong exclusively to the Vendors;

(b) allow the allottees of Commercial Units to have additional security systems and additional security guards for the safety and security of the Commercial Units in addition to the common security for the said Property;

(c) charge Maintenance Charges and Common Expenses to the allottees of Commercial Units at such higher rate as may be decided by the Vendors;

(d) limit or restrict the rights of the allottees of Commercial Units in respect of use of certain Common Areas;

(e) grant additional/differential rights to the allottees of Commercial Units in respect of use of certain Common Areas;

(f) grant differential rights to the allottees of Commercial Units in respect of participation and voting regarding the Association and the Maintenance.

11. MAINTENANCE OF THE BUILDINGS/ APARTMENT/ PROJECT

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the completion certificate of the Project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Vendors.

11.2 The Vendors shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Vendors shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the said Property. The maintenance of the said Property shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Buildings and the said Property and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the said Property to the Association, the Vendors shall transfer and make over the Security Deposits to the Association after adjusting their dues, if any.

11.3 All the Unit Owners including the Allottee shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Vendors.

11.4 The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

11.5 All papers and documents relating to the formation of the Association shall be prepared and finalised by Messrs. R. Ginodia & Co. Advocates and the Allottee hereby consents to accept and sign the same and to assist the Vendors in all respects in formation of the Association.

11.6 The Articles, Rules, Regulations, etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

11.7 All costs, charges and expenses relating to the formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Promoter, shall be borne and paid by all Unit Owners of the Buildings including the Allottee herein, without any demur or delay.

11.8 The rights of the Vendors, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

11.9 The Allottee shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Vendors.

11.10 The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Buildings and the said Property including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2 and/or the date of issue of the Completion/Occupancy Certificate, whichever is earliest, all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

11.11 The maintenance charges and proportionate Common Expenses shall

be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge.

11.12 The Association, when formed, shall be owned and controlled by the Unit Owners and all its decisions shall be by majority of votes. The Unit Owners (including the Allottee) may change, alter, add to, amend and/or modify the rules and regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Apartments / Commercial Spaces by their respective owners or for the mutual benefit of the Unit Owners by three-fourths majority subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreements and the Deeds of Conveyance executed/to be executed by the Vendors in favour of the Unit Owners.

11.13 From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Buildings and the said Property and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the said Property and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their respective directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Vendors within a period of 5 (five) years by the Allottee from the Date of Possession, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive

appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartments / Commercial Spaces by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Buildings.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Vendors/Maintenance Agency/Association of allottees shall have rights of unrestricted access to all Common Areas mentioned in **Schedule E** as also the garages/covered parking and parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

14. USAGE :

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TOTHE SAID APARTMENT:

15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said 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 Buildings, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said 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 Buildings is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Buildings 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 said Apartment or place any heavy material in the common passages or staircase of the Buildings. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment.

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

15.4 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs

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

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

17. ADDITIONAL CONSTRUCTIONS:

17.1 The Vendors undertake that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the clauses below.

17.2 The Allottee has irrevocably consented and/or hereby irrevocably consents that the Vendors shall be entitled to all future vertical and horizontal expansion/exploitation of the Buildings and/or the said Property by way of additional/further constructions in the said Property in any manner whatsoever including by raising of additional floors/storeys/constructions over the roofs of the Buildings **(including the Common Roof Area)**. The Vendors shall also be entitled to construct new buildings in the land for proposed Blocks D and G and for such purpose the Vendors shall be entitled to obtain, revise, amend and renew sanctioned building plans from time to time in respect of the said Property as also the land for proposed Blocks D and G on the basis that the Vendors shall always have an irrevocable and absolute right in respect of the same. The Allottee hereby waives, disclaims, releases and/or relinquishes any right or entitlement in respect of the said Property other than the said Undivided Share in the land immediately underneath the said Building in which the said Apartment is situated and confirms that the said Property may

be used by the Vendors from time to time for construction of the Buildings and/or raising of additional floors/storeys/constructions over the roofs of the Buildings (including the Common Roof Area). The Vendors shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas. The Vendors shall also be entitled to construct new buildings and constructions on the land for proposed Blocks D and G. The Vendors shall be entitled to sell, transfer, convey, deal with and/or dispose of all of the above in any manner whatsoever. For the aforesaid purposes the Vendors are entitled to shift any part of the Common Areas (including the common installations) to any other location including the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the Buildings that may be constructed by the Vendors on the said Property (including the second phase) and/or on the land for proposed Blocks D and G from time to time and the Allottee hereby consents to the same and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of the same. The Allottee shall not have any right whatsoever in any of the Buildings other than the undivided variable share only in the land immediately underneath the said Building in which the said Apartment is situated and/or in any of the additional/further constructions and/or floors and/or the land for proposed Blocks D and G and/or the buildings and constructions that may be made thereon and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of the same. It is made clear that all rights regarding further constructions etc. on the said Property and/or the land for proposed Block D and land for proposed Block G that have been reserved under this Agreement in favour of the Vendors shall mean and refer only to the Owner herein if the Owner is entitled to the same under the agreements and/or documents executed between the Owner and the Promoter. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said 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 the said Apartment. However, the Allottee hereby irrevocably consents that the Vendors shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Vendors shall be entitled to create charge and/or mortgage in respect of the said Property in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment Unit, a release/no objection/ clearance shall be

obtained by the Vendors from the concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies regarding transfer of the said Apartment Unit. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring Apartments / Commercial Spaces in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement. The Vendors shall, if required by the Allottee, render co-operation for obtaining such housing loans. It is however made clear that availing of the home loan by the Allottee shall not in any way restrict any of the rights of the Vendors under this Agreement including the right of termination. The Allottee undertakes to avail the home loan in accordance with the terms and conditions of this Agreement.

19. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors 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 registration authority as and when intimated by the Vendors. If the Allottee(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Vendors, then the Vendors 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, shall be treated as cancellation of this Agreement by the Allottee without any default of the Vendors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

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

23.1 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer that is validly made with the prior written consent of the Vendors, as the said obligations go along with the said Apartment for all intents and purposes.

23.2 Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of Clause 18) unless all the following conditions are complied with:-

- a) There has been no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- b) The Allottee has made full payment of the Total Price / Agreed Consideration, the Additional Liabilities and Security Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- c) The Allottee or the assignee, nominee, etc. has made payment to the Vendors a sum of Rs. 50,000/- as transfer charges (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Service Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- d) The Allottee shall deposit with the Vendors No Objection Certificate

from the Bank and/or a letter of release of charge/ mortgage/ security regarding the said Apartment Unit including the documents pertaining to the said Apartment Unit.

- e) Prior consent in writing is obtained from the Vendors regarding the proposed Alienation.
- f) Any additional income tax liability that may become payable by the Vendors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Vendors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

23.3 After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Apartment Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares. The Vendors however reserve their rights to grant prior permission in writing to any Allottee of a Commercial Unit to partition and/or sub-divide his Commercial Unit on such terms and conditions and on payment of such Permission Charges, if any, as the Vendors may in their absolute discretion decide from time to time.
- b) The transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.
- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal and other taxes etc. relating to the said Apartment Unit payable to the Vendors, the Maintenance Agency, the Association and the Municipality and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Vendors 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 timely payments as per the Payment Plan (Schedule 'C') including

waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Vendors in the case of one Allottee shall not be construed to be a precedent and/or binding on the Vendors to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Vendors being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules there under, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Vendors. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Vendors including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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 the 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 the Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Apartments / Commercial Spaces in the Building in which the said Apartment is situate.

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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 Vendors through their authorized signatories at the Owner's Office, or at some other place, which may be mutually agreed between the Vendors and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

29. **NOTICES:**

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

_____ (Name of Allottee)
 _____ (Allottee Address)
 _____ (Promoter name)
 _____ (Promoter Address)
 _____ (Owner name)
 _____ (Owner Address)

It shall be the duty of the Allottee and the Vendors 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 Vendors 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 Vendors to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered 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 said Apartment prior to the execution and registration of this Agreement for Sale 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 unless agreed between the parties. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

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 referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Parties declare and confirm that this format of the Agreement has been prepared by modifying the Agreement for Sale that was being executed prior to the coming into effect of the Act, in order to comply with the mandatory requirements of the Act. The other terms and conditions as per the contractual understanding between the parties have been mutually agreed upon and have been mutually added/modified by the parties to the basic format suggested under the Rules. Such additional/modified terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

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

Allottee (including Joint buyers)

(1) Signature _____
 Name _____
 Address _____

Please	affix
Photographs	and
sign across	the
photograph	

(2) Signature _____
 Name _____
 Address _____

Please	affix
Photographs	and
sign across	the
photograph	

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____
 Name _____
 Address _____

Please affix Photographs and sign across the photograph
--

At _____ on _____

in the presence of :

WITNESSES:

(1) Signature _____
 Name _____
 Address _____

(2) Signature _____
 Name _____
 Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner:

(1) Signature _____
 Name _____
 Address _____

Please affix Photographs and sign across the photograph
--

At _____ on _____

in the presence of :

WITNESSES:

(1) Signature _____
 Name _____
 Address _____

(2) Signature _____
 Name _____
 Address _____

SCHEDULE 'A'- PLEASE INSERT DESCRIPTION OF THE APARTMENT AND GARAGE/COVERED PARKING (IF APPLICABLE).

“SAID APARTMENT”

ALL THAT the residential Apartment No. _____ on the _____ Floor of the Building named Block __ being constructed on the said Property with Carpet Area of about _____ square feet, Built-up Area of about _____ square feet and mutually accepted by the parties to be equivalent to Super Built-up Area of _____ square feet in the Buildings named “**PUJA GANGES**” being constructed on the said Property.

“SAID CAR PARKING SPACE”

ALL THAT the right to park:

- (i) __ (____) medium sized car(s) in the covered car parking space in the ground floor of the Buildings;
- (ii) __ (____) medium sized car(s) in the open space surrounding or adjacent to the Buildings earmarked by the Vendors for parking cars;

The said Apartment is to be made ready for handing over possession by _____ unless there is delay due to Force Majeure or reasons beyond control

“SAID EXCLUSIVE PRIVATE LAWN”

ALL THAT the Exclusive Private Lawn measuring about _____ square feet appurtenant only to the said Apartment and shown and delineated in **GREEN** borders in the **ground floor map** or plan annexed hereto and marked as ‘**Annexure – C**’ and meant to be exclusively used and enjoyed for the purpose of private garden only by the Allottee without any right to make any construction whatsoever thereon, whether permanent or temporary.

SCHEDULE ‘B’ - FLOOR PLAN OF THE APARTMENT

The said Apartment is delineated in **GREEN** borders in the map or plan annexed hereto and marked as ‘**Annexure – B**’.

SCHEDULE ‘C’- PRICE DETAILS & PAYMENT PLAN

“AGREED CONSIDERATION/TOTAL PRICE”

	<u>Amount</u>
Consideration for the said Apartment Unit.	Rs. _____/-
(Rupees _____ Only)	Rs. _____/-

Applicable Goods and Service tax and any other tax, duty, levy, cess, etc., if applicable, on the Agreed Consideration/Total Price shall be paid by the Allottee in addition to the above.

PAYMENT PLAN

The Agreed Consideration/Total Price is to be paid to the Vendors in the following manner:

1	On _____	__%
2	On _____	__%
3	On _____	__%
4	On _____	__%
5	On possession	__%

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT

Foundation : Pile Foundation
 Structure : RCC framed
 Brick Walls : 8", 5" and 3"

ROOMS

Flooring : Vitrified tiles

LIVING & DINING

Flooring : Vitrified tiles

KITCHEN

Flooring : Ceramic tiles
 Counter : Black Granite
 Sink : Stainless Steel
 Dado : Ceramic Tiles (2 feet above counter)

TOILETS

Flooring : Anti Skid Ceramic Tiles
 Dado : Ceramic tiles (up to 7 feet)
 WC : European type, reputed brand with PVC cistern of ISI mark
 Wash Basin : Ceramic
 Fitting : CP fittings of reputed brand

DOORS

Frame : Timber
 Shutter : Flush Doors

WINDOWS : Aluminum Windows with clear glass panels

INTERNAL FINISHES : Plaster of Paris

EXTERNAL FINISHES: Good quality Weatherproof paint

ELECTRICAL : Concealed copper wiring and modular switches
 Provision for AC, TV & Telephone points in one bedroom, living & dining room and Geyser point in toilets

LIFT : One lift per building

SCHEDULE 'E'- SPECIFICATIONS AMENITIES FACILITIES WHICH ARE PART OF THE PROJECT/COMMON AREAS

Part I

Common Areas for Unit Owners of both residential Apartment Units and Commercial Units

- a) Common drains, sewers, pipes and plumbing equipments.
- b) Water supply from deep tube well/municipality.
- c) Common underground water reservoir.
- d) Overhead water tank in the said Building.
- e) Water Pump and motor and water pump room (if any).
- f) Boundary walls and Main Gate
- g) HT/LT room/space
- h) Electricity meter room/space
- i) Generator room/ space (if any)
- j) Fire fighting equipments in the Buildings (if any)

It is expressly made clear that the use of the Common Areas mentioned in Part I of Schedule E above by the Allottee shall be limited to the extent the same are necessary for use and enjoyment of the said Apartment.

Part II

Common Areas for Unit Owners of residential Apartment Units only

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property other than those mentioned in Part III.
- c) Lift pits, chute and lift machine rooms.
- d) Wires, switches, plugs, meters, fittings, fixtures and accessories for lighting of common areas.
- e) Master/Disc Antenna for satellite television, cable T.V. together with its accessories
- f) Lifts and lift machinery and other equipments
- g) Common toilets other than those mentioned in Part III
- h) Room for Darwans (if any).
- i) Common Roof Area of the said Building in which the said Apartment is situated.

Part III

Common Areas for Unit Owners of Commercial Units only

- a) Common toilet designated for being used by the owners, occupiers and visitors of the Commercial Spaces in the ground floor of the Building in which the concerned Commercial Space is situated.
- b) Open Space directly in front of the concerned Commercial Space upto the boundary wall beyond which is G. T. Road.
- c) Common Roof Area of the said Building in which the concerned Commercial Space is situated.

It is expressly agreed that the roofs (other than the Common Roof Area) shall not form part of the Common Areas under any circumstance. The Vendors shall however permit access to the lift machine room(s) and the water tank(s), if any on the roofs of the Buildings for the purpose of maintenance and repairs.

The Parties agree and confirm that notwithstanding anything to the contrary contained elsewhere, it is expressly made clear that no part or portion of any of the Exclusive Private Lawns shall form part of the Common Areas under any circumstance whatsoever.

SCHEDULE F- DEFINITIONS

- (a) **“Additional Liabilities”** shall mean the additional liabilities mentioned in **Part I of Schedule G** which are to be paid by the Allottee in addition to the Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (b) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee for acquiring the said Apartment Unit;
- (c) **“Apartment”** shall mean any residential apartment or any other space or constructed area in the Buildings which is capable of being held or occupied;
- (d) **“Apartment Unit”** shall mean the Apartments and/or other space or spaces and/or constructed area capable of being exclusively held or occupied by any Unit Owner in the Buildings, together with the right, if any, to park car in a Car Parking Space, together with the Exclusive Use Rights in respect of Exclusive Private Lawn, if any, appurtenant to such Apartment, together with the right to use and enjoy the Common Areas in common with other Unit Owners and the Vendors and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- (e) **“Architects”** shall mean Maniramka & Associates, of 74B, A. J. C. Bose Road, Kolkata - 700 016 whom the Promoter has appointed as the Architects for the said Property;
- (f) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner, the Promoter and the representatives of all the buyers of Apartment Units and Commercial Units and which shall be formed or incorporated at the instance of the Vendors for the Common Purposes with such rules and regulations as shall be framed by the Vendors;
- (g) **“Buildings”** shall mean the 10 new buildings being Blocks A, B, C, E, F, H, I, J, K and L that have been sanctioned and are under construction by the Promoter on the land comprised in the said Property as also all new buildings and/or additional floors and/or other constructions over any of the buildings that may be constructed on the said Property and the term “Buildings” shall also include the other buildings, floors, constructions and structures that may be constructed on any portion of the said Property in future from time to time;
- (h) **“Built-Up Area”** in relation to an Apartment/Commercial Space shall mean the plinth area of that Apartment/Commercial Space (including the area of bathrooms, balconies, etc. appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments/Commercial Spaces then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment/Commercial Space;
- (i) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (j) **“Car Parking Spaces”** shall mean the spaces in the ground floor of the Buildings as also in the Said Land that may be earmarked by the Vendors for parking cars;
- (k) **“Commercial Space”** shall mean any of the commercial spaces on the Ground Floor of the Buildings facing G. T. Road being Blocks A, J and K which are meant for use

- as shops and are capable of being exclusively occupied, used and enjoyed;
- (l) **“Commercial Unit”** shall mean the Commercial Space to be built and constructed by the Promoter together with the right, if any, to park car in a Car Parking Space, together with the right to use and enjoy the Common Areas in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Commercial Space;
- (m) **“Common Areas”** shall mean the common areas, facilities and installations in the Buildings and the said Property that are mentioned in (a) Part – I of Schedule E hereto which shall be used and enjoyed in common by all the Unit Owners of both residential Apartment Units and Commercial Units; (b) Part – II of Schedule E hereto which shall be used and enjoyed in common by the Unit Owners of only the residential Apartment Units; and (c) Part – III of Schedule E hereto which shall be used and enjoyed in common by the Unit Owners of only the Commercial Units;
- (n) **“Common Expenses”** shall mean and include all expenses to be incurred, payable and contributable by the Unit Owners for the maintenance, management, upkeep and administration of the Buildings, the Common Areas therein and the said Property and the expenses for rendering of services for the Common Purposes;
- (o) **“Common Purposes”** shall mean and include the purpose of maintaining and managing the said Property, the Buildings and in particular the Common Areas, rendering of the services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- (p) **“Common Roof Area”** shall mean _____;
- (q) **“Date of Possession”** shall mean the date on which the Allottee takes actual physical possession of the said Apartment after discharging all his liabilities and obligations;
- (r) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;
- (s) **“Development Agreement”** shall mean the Agreement made between the Owner and the Promoter regarding development and construction on the said Property including the Supplemental Agreements and the modifications made from time to time;
- (t) **“Exclusive Private Lawns”** shall mean the appurtenant open garden areas on the Ground Floor around/adjoining only some of the ground floor Apartments in some of the Buildings, each of which shall be attached and appurtenant only to a specified ground floor Apartment of the Building and shall be exclusively used by the occupants of such specified Apartment only;
- (u) **“Exclusive Use Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Lawn appurtenant to a particular Apartment on the Ground Floor by the owners and/or occupants (along with their guests and visitors) of that Apartment only Together With the right to transfer such right and entitlement along with the transfer of such Apartment;
- (v) **“Maintenance Agency”** shall mean the Vendors or any association, syndicate, committee, body, society or company, formed / incorporated / appointed by the Vendors for the Common Purposes;
- (w) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee initially to the Vendors/Maintenance Agency and upon its formation, to the Association;
- (x) **“Municipality”** shall mean the Uttara Para Kotrung Municipality and its different

- departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- (y) **“Plan/Plans”** shall mean the Plan dated 29th November, 2010 bearing No. 129 sanctioned by the Municipality for construction of ten buildings on the Said Land partly for residential and partly for commercial purpose and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as for new/further/additional constructions and all revisions, renewals and extensions thereof, if any;
- (z) **“Project”** shall mean the work of development of the said Property, construction and completion of the Buildings, marketing and sale of the Units and other rights, handing over of possession of the completed Units to the Unit Owners and execution and registration of the Deeds of Conveyance in favour of the Unit Owners;
- (aa) **“Project Advocates”** shall mean R. Ginodia & Co., Advocates of 4E & F, Hastings Chambers, 7C, Kiran Shankar Roy Road, Kolkata - 700 001 appointed by the Vendors and have prepared this Agreement and who shall prepare all legal documentation regarding the development, construction, sale and transfer of the said Property, the Buildings the Commercial Units and the Apartment Units therein, including the Deeds of Conveyance;
- (bb) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Vendors shall be entitled in case of any default or breach by the Allottee;
- (cc) **“Said Apartment”** shall mean the Apartment described in **Schedule A** hereto;
- (dd) **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space, (if any), the Exclusive Use Rights (if any), the right to use and enjoy the Common Areas mentioned in Parts I and II of Schedule E hereto in common with other Unit Owners and the Vendors and wherever the context so intends or permits, shall include the said Undivided Share;
- (ee) **“Said Building”** shall mean only the particular building in which the said Apartment intended to be purchased by the Allottee is situated;
- (ff) **“Said Car Parking Space”** shall mean the right to park car(s), if any, described in **Schedule A** hereto;
- (gg) **“Said Exclusive Private Lawn”** shall mean the Exclusive Private Lawn, if any, appurtenant only to the said Apartment and if so specifically mentioned in **Schedule A** hereto, in respect of which only the owners and occupants (along with their guests and visitors) of the said Apartment shall have Exclusive Use Rights and in respect of which the other Unit Owners and/or occupants of the Buildings shall have no right, title, interest, claim or entitlement whatsoever;
- (hh) **“Said Exclusive Use Rights”** shall mean Exclusive Use Rights in respect of the said Exclusive Private Lawn;
- (ii) **“Said Land”** shall mean the land measuring more or less 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet comprised in the said Property;
- (jj) **“Said Property”** shall mean All That the demarcated portion of the Total Property measuring more or less 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet situate and lying in Mouza Bhadrakhali, J. L. No. 9, R. S. No. 1764, Parganah Boro in Uttarpara Kotrung Municipality, Thana Uttarpara, Sub-Registration Office Srirampore in the District of Hooghly and being a portion of Holding No. 1, Shibtalla Ghat Lane Uttarpara, Hooghly and morefully described in the **Schedule-H** hereto and delineated in **Green** colour in map or plan annexed hereto but excluding therefrom the land for proposed Block D (delineated in **Yellow** colour) and the land for proposed Block G (delineated in **Orange** colour) and wherever the context so permits shall include the Buildings thereon;

- (kk) **“Said Undivided Share”** shall mean the proportionate variable, undivided, indivisible and impartible share only in the land directly underneath the said Building in which the said Apartment is situated;
- (ll) **“Security Deposits”** shall mean the amounts mentioned in **Part II of Schedule G** hereto and to be deposited by the Allottee with the Vendors and shall also include any other amount that the Vendors may require the Allottee to deposit;
- (mm) **“Sinking Fund”** shall mean the Fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Allottee herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- (nn) **“Super Built-Up Area”** of the said Apartment Unit shall be applicable for the purpose of calculation of the liabilities of the Allottee including for municipal/property taxes, maintenance charges, deposits, etc. and it has been mutually agreed that the same shall be computed by adding an agreed fixed percentage of 25% (Twenty Five) per cent to the built up area of the said Apartment;
- (oo) **“Total Property”** shall mean All That the piece or parcel of land measuring more or less 14 Bighas Together With the buildings and structures of any and every kind whatsoever constructed thereon from time to time situate and lying in Mouza Bhadrakhali, J. L. No. 9, R. S. No. 1764, Parganah Boro in Kotrang Municipality, Thana Uttarpara, Sub-Registration Office Srirampore in the District of Hooghly and being Holding No. 1 Shibtalla Ghat Lane, Uttarpara, Hooghly;
- (pp) **“Undivided Share”** in relation to an Apartment/Commercial Space shall mean the proportionate variable, undivided, indivisible and impartible share only in the land directly underneath the Building in which the Apartment/Commercial Space concerned is situate and which is attributable to the Apartment/Commercial Space concerned;
- (qq) **“Unit”** shall, according to its context, mean any unit in the Buildings, whether a residential Apartment Unit or a Commercial Unit;
- (rr) **“Unit Owners”** shall, according to its context, mean all allottees and/or intending allottees of different Units in the Buildings including the Vendors in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by them;
- (ss) **“Vendors”** shall mean jointly the Owner and the Promoter and, where the context so permits, refer to only such of them as is concerned with the relevant matter/issue;
- (tt) **“Masculine Gender”** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

SCHEDULE G

PART I – ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay to the Vendors the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Service Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or along with

the payment of the respective installment or within 15 days of demand by the Vendors, whichever is the earliest.

- (ii) Additional consideration payable to the Vendors in case there be any increase in area of the said Apartment upon construction being made and the measurement being certified by the Promoter. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.
- (iii) Price, cost, charges and expenses levied by the Vendors for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, the Buildings, the said Property and/or the Project including the costs, charges and expenses for revision of the Plans.
- (iv) Goods and Service Tax, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Apartment Unit, the Buildings, the said Property and/or the Project.
- (v) Stamp duty, registration fee and all other taxes, levies, miscellaneous and other allied expenses relating to this Agreement, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time.
- (vi) Proportionate price, costs, charges and expenses for generator, electrical sub-station, high tension line, transformer, wiring and cables and accessories used for their installation, electric meters, firefighting equipment and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Unit Owners that may be provided by the Promoter in the Buildings, the said Property and/or the Project.
- (vii) Formation of the Association for the Common Purposes.
- (viii) Agreed Legal Fees of Rs. 20,000/- (Rupees twenty thousand) only shall be payable to the Project Advocate. At or before the execution of this Agreement, a sum of Rs. 10,000/- (Rupees ten thousand) only shall be paid by the Allottee to Messrs. R. Ginodia & Co., Advocates. On or before the Date of Possession or the execution of the Deed of Conveyance, whichever is earlier, a sum of Rs. 10,000/- (Rupees ten thousand) only shall be paid by the Allottee to Messrs. R. Ginodia & Co., Advocates.
- (ix) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the amounts payable under this Schedule, shall be paid by the Allottee in addition to the above.

PART II – SECURITY DEPOSITS

The following Security Deposits are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertaken to pay to the Vendors the same within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Deposit for electric supply/ individual meter for the said Apartment as per actuals payable to the electricity supply authority.
- (ii) Security Deposits for any other item in respect of which payment is to be made by the Allottee under Part I.
- (iii) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE H - SAID PROPERTY/LAND

ALL THAT the demarcated portion of the Total Property measuring more or less 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet situate and lying in Mouza Bhadrakhali, J. L. No. 9, R. S. No. 1764, Parganah Boro in Uttarpara Kotrung Municipality, Thana Uttarpara, Sub-Registration Office Srirampore in the District of Hooghly and being a portion of Holding No. 1, Shibtalla Ghat Lane Uttarpara, Hooghly. Plot A delineated in **GREEN** borders in the map or plan annexed hereto ('**Annexure – A**') measures about 8 bighas 9 cottahs 7 chittacks and 10 square feet and after excluding therefrom the land for proposed Block D (delineated in **YELLOW** borders) and the land for proposed Block G (delineated in **ORANGE** borders), the remaining area of Plot A is about 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet, being the said Property. The term "the said Property" shall, wherever the context so permits, include the buildings thereon. The said demarcated portion of the Total Property measuring more or less 7 Bighas 14 Cottahs 10 Chittacks 37 Square Feet is butted and bounded as follows:

On the North :	By Other's Property;
On the East :	By River Hooghly;
On the West :	By G. T. Road; and
On the South :	By portion of Holding No. 1, Shibtalla Ghat Lane Uttarpara, Hooghly marked as Plot B in the map or plan annexed hereto (' Annexure – A ') and beyond that by Shibtalla Ghat Lane Uttarpara, Hooghly.

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

SCHEDULE I – DETAILS OF TITLE IN RESPECT OF THE SAID LAND IN FAVOUR OF THE OWNER

1. One Chimanlal Chhotalal Desai son of Chhotalal Panachand Desai sold, conveyed and transferred absolutely and forever in favour of Tapuriah & Sons Limited the Total Property by executing a Deed of Conveyance dated 4th June, 1946 registered at the office of the Registrar of Calcutta and recorded in Book No. I, Volume No. 76, Pages 92 to 98, Being No. 1976 for the year 1946. The detailed description of the Total Property as contained in the Schedule to the said Deed of Conveyance dated 4th June, 1946 is set out below:

***“ALL THOSE** pieces or parcel of lands together with the buildings and structures of any and every kind whatsoever thereon situate lying at and being in Mouzah Bhadrakhali J. L. No. 9 R. S. No. 1764 Parganah Boro in Kotrang Municipality Thana Uttarpara Sub-Registration Office Srirampore in the District of Hooghly.*

(1) Free hold right title and interest of Brahmattar held under Jadu Gopal Kundu Chowdhury of Konnagar in the land in Touji No. 3989 & 3876 Khatian No. 381 Dag No. 1714 (Area .082) and 1715 (Area .156)

(2) Makrari Maurashi right title and interest held under the Pottah dated 27-11-07 at an annual rent of Rs 25/- payable to Sm. Nanibala Debi of Kotrang in the land comprised in Khatian No. 1609.

Touji No. 521 B, Dag No. 1720 area .240
Dag No. 1721 area .444
Dag No. 1722 area .033

(3) Maurashi Mokrari right title and interest held under the Pottah D. 28/7/1913 at an annual rent of Rs. 2/- payable to Satish Chandra Koar of Bally in the land comprised in Khatian No. 365 Touji No. 3989 and 3876 Dag No. 1716/1791 area .150.

(4) Makrari Mourashi right title and interest held under the Pottah registered on 11-1-1894 and varied by a registered Deed dated 15-8-1944 at an annual rent of Rs. 215/- payable to Satish Chandra Koar of Bally in the land.

Touzi No.	Khatian No.	Dag	Area
3989	1060	1735/1798	.029
		1732	.259
3876	122	1724/1796	.084
	281	1732	.440
		1733	.018
		1734	.013
3989-3876	364	1717	.119
		1718	.249
		1719	.425
	529	1716/1797	.151
	694	1724	.842
		1725	.039
		1728	.017
3989	720	1726	.163
3989-3876	414	1716	.400

The above mentioned properties containing together an area of fourteen Bighas more or less and butted and bounded as follows:

On the North by Nani Gala Debi on the East by Calcutta Corporation Char land Kali Bari on the South by Nazi Abdul Matim, Jatindra Nath Kowar and on the West by Grand Trunk Road.”

2. By virtue of the above mentioned deed, Tapuriah & Sons Ltd. became the owner of the Total Property.

3. The said Tapuriah & Sons Ltd. and Maxworth Industrial Services Limited (being the Owner herein), a company incorporated under the Companies Act, 1956 jointly filed a Petition Under Section 391(2) of Companies Act, 1956 before Hon'ble High Court at Calcutta being Company Petition No. 543 of 1990 for sanction of a Scheme of Arrangement between the Owner herein and the said Tapuriah & Sons Ltd. and the Hon'ble Court was pleased to sanction the Scheme of Arrangement as prayed for and accordingly the Total Property stood absolutely transferred to and vested in the Owner herein.
4. By virtue of the above, the Owner herein became the owner of the Total Property.
5. Out of the Total Property measuring about 14 Bighas the following portions together measuring about 6 Bighas 5 Cottahs 5 Chittaks and 8 Square Feet and collectively referred to as "the **Balance Property**" are not the subject matter of this Agreement and the same are being absolutely retained by the Owner who shall remain the absolute lawful owner thereof with full right to deal with, construct upon, sell, transfer and convey and/or otherwise dispose of the same in any manner whatsoever:
 - (i) Land delineated in **PINK** borders in the map or plan annexed hereto and marked as '**Annexure – A**' and therein marked as "**Plot B**";
 - (ii) Land which is across the main road and is delineated in **BROWN** borders in the map or plan annexed hereto and marked as '**Annexure – A**' and therein marked as "**Plot C**";
 - (iii) Land delineated in **YELLOW** borders in the map or plan annexed hereto and marked as '**Annexure – A**' and therein marked as "**Block D**" and herein referred to as "the **land for proposed Block D**"; and
 - (iv) Land delineated in **ORANGE** borders in the map or plan annexed hereto and marked as '**Annexure – A**' and therein marked as "**Block G**" and herein referred to as "the **land for proposed Block G**".

SCHEDULE J – ALLOTTEE'S COVENANTS & HOUSE RULES

1. The Allottee agrees, undertakes and covenants to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
 - b) permit the Vendors, Maintenance Agency and Association and their respective men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) deposit the amounts for common purposes as required by the Vendors, Maintenance Agency or the Association;
 - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds

etc. within the Buildings and/or the said Property or on any portion thereof;

e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;

f) be responsible for the maintenance of the said Apartment Unit and to immediately replace and/or repair any damage which may occur to the same at his own cost;

g) keep the said Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Commercial Space and/or Apartment in the Buildings and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments, Commercial Spaces and parts of the Buildings;

h) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;

i) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. ____/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;

j) use and enjoy the Common Areas mentioned in Parts I and II of Schedule E hereto only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;

k) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electricity Supply Agency in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

l) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendors or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the said Property and outside walls of the Buildings save in the manner indicated by the Vendors/Maintenance Agency (upon formation);

m) bear and pay from the Date of Possession and/or the date of expiry of the period

specified in the Notice mentioned in Clause 7.2 and/or the date of issue of the Completion/Occupancy Certificate, whichever is earliest, the necessary Common Expenses, common areas electricity charges and all costs, expenses and other outgoings together with Goods and Service Tax applicable thereon from time to time in respect of the said Property proportionately and the said Apartment Unit wholly subject to revision from time to time by the Vendors, Maintenance Agency or the Association;

n) pay from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2 and/or the date of issue of the Completion/Occupancy Certificate, whichever is earliest, Municipal and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses (including water charges and taxes, if any) in respect of the Buildings and the said Property proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Municipality;

o) pay for other utilities consumed in or relating to the said Apartment Unit;

p) allow the other Unit Owners the right to easements and/or quasi-easements;

q) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Taxes, Land Revenue and other taxes and payments mentioned herein within 7 (seven) days of receipt of demand or relevant bill, whichever be earlier;

r) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Vendors, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement;

s) observe and comply with such other covenants as be deemed reasonable by the Vendors for the Common Purposes; and

t) pay a sum of Rs. 2,500/- (Rupees two thousand five hundred) only as damages to the Vendors due to dishonour of cheque for any reason together with applicable Goods and Service Tax.

2. the Allottee has agreed and covenanted:

a) not to damage, demolish or cause to be damaged or demolished the said Apartment Unit or any part thereof including the flooring, ceiling, fittings and fixtures;

b) not to store any heavy article inside the said Apartment Unit that may cause damage to the flooring in any manner;

c) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency / Association and with the sanction of the authorities concerned and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. ___/- per square feet of the super built up

area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;

d) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission/sanction from the Municipality and other concerned authorities subject to the condition that the same is not restricted under any other provision of this Agreement and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. ___/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;

e) not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

f) not to put or install any nameplate, letter box, neon-sign or board, any other signage, notice or advertisement in the Common Areas or on the outside walls/facade of the Buildings and/or the said Apartment Provided However That a decent nameplate on the outface of the main door of the said Apartment may be put;

g) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstances and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. ___/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;

h) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment / Commercial Space or any part of the Buildings or the said Property or may cause any increase in the premium payable in respect thereof;

i) not to make or permit or play any disturbing noises or loud sounds or music in the Buildings or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;

j) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;

k) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;

l) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts;

- m) not to alter or permit any alteration in the elevation and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Apartment Unit which may in the opinion of the Vendors differ from the colour scheme of the Buildings or deviation or which in the opinion of the Vendors may affect the elevation of the Buildings;
- n) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Vendors in writing or in the manner as near as may be in which it was previously decorated and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. ___/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;
- o) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and to deposit the same in such place only in the said Property and at such time and in such manner as the Maintenance Agency may direct;
- p) not to make any claim of any nature whatsoever in respect of the said Property other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas in respect of the same;
- q) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings or shall anything be projected out of any window of the said Property without the prior written approval of the Maintenance Agency;
- r) not to keep or harbour any bird or animal in the Common Areas of the said Property;
- s) not to store or allow any one to store any goods, articles or things in or around the staircases, lobby, landings or other common areas or installations of the Buildings and not to keep anything other than the Allottee's car in the said Car Parking Space;
- t) not to store in the said Apartment Unit or any part of the said Property any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the said Property or any part thereof and/or any neighbouring property to any risk of fire or any accident;
- u) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments and/or Commercial Spaces in the Buildings;
- v) not to claim any right, title, interest, claim or entitlement whatsoever over and/or in respect of the land for proposed Block D or the land for proposed Block G and/or any portion of the Balance Property or the roofs of the Buildings (other than the use of the Common Roof Area only) or in respect of any open land at the said Property or in any other open or covered areas of the Buildings and the said Property reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or

portion and notwithstanding any inconvenience to be suffered by him not to obstruct any development or constructions of further or additional floors/storeys/constructions that may be made by the Vendors thereat or on any part thereof;

w) not to object to or hinder sanction of further/additional vertical or other constructions or to the resultant variation in the said Undivided Share and the Allottee shall not object to the changes and/or inconvenience caused due to constructions being made by the Vendors from time to time and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;

x) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings, the Apartments / Commercial Spaces therein by the Vendors at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Vendors may suffer in this regard due to any default by the Allottee;

y) not to shift or obstruct any windows or lights or opening or doorway in the said Apartment or the Buildings and not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Vendors and/or the Association;

z) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;

aa) not to subdivide the said Apartment and/or the said Car Parking Space, if allotted, or any portion thereof;

bb) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever or interfere with the common use and enjoyment of the Common Areas by the Vendors or the other Unit Owners;

cc) not hang or cause to be hung clothes from the balconies of the said Apartment;

dd) not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheelers of the Allottee, if any, mentioned in **Schedule A**;

ee) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a medium size motor car or two wheeler provided however that the said Car Parking Space may be sold to any other Unit Owner of the Buildings;

ff) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not

use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

gg) not to attach or hang from the exterior of the Buildings on any side any radio or television aerial or TV /Satellite Dish Antenna;

hh) not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment Unit;

ii) not to object to the installation, erection and display of neon sign boards of the Vendors on the roofs of the Buildings at all times;

jj) not to claim any right, title, interest, claim or entitlement whatsoever over and/or in respect of any Exclusive Private Lawns in the Buildings and the said Property save and except the said Exclusive Private Lawn, if any, appurtenant to the said Apartment and mentioned in Schedule-A hereto;

kk) not to interfere in any manner with the Exclusive Use Rights of the owners and occupants (along with their guests and visitors) of the Exclusive Private Lawns including the transfer of such rights and entitlements along with the transfer of the Apartments respectively;

ll) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;

mm) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings or occupy any pathway, passages, corridor or lobby in any manner whatsoever;

nn) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the said Property and/or the neighbourhood;

oo) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendors to any liability under environmental laws or any other laws and in case of default or violation the Allottee shall be solely responsible and liable for the same;

pp) not to raise any objection whatsoever with respect to the areas of the said Apartment and not to claim or make any demands relating to the same;

qq) not to hang from or attach to the beams or rafter any articles or machinery which are heavy or likely to affect or damage the constructions of the Buildings or any part thereof;

rr) not to install air conditioners anywhere in the said Apartment save and except the places which have been specified for such installations and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Vendors agreed compensation and/or agreed liquidated damages at the rate of Rs. ___/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendors;

ss) not to install grills which have not been approved by the Vendors and/or the Maintenance Agency;

tt) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments / Commercial Spaces or any portion of the Buildings and/or the said Property;

uu) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the said Property not forming part of the Common Areas;

vv) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of the other Apartments / Commercial Spaces;

ww) not to change the Project name and its logo under any circumstances whatsoever;

xx) not object to any change and/or variation in the Undivided Share that may result due to further constructions being made on the roof (including the Common Roof Area) of the said Building from time to time and not to make any claim in respect of the same and/or in respect of any temporary inconvenience that may be suffered by the Allottee because of further constructions being made by the Vendors from time to time; and

yy) not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the said Property or any portion thereof or any construction thereon or the land for proposed Block D or the land for proposed Block G and/or any portion of the Balance Property nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

3. The Allottee agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason (notwithstanding any inconvenience to be suffered by him) or in any manner whatsoever relating to the said Property or the land for proposed Block D or the land for proposed Block G and/or any portion of the Balance Property and/or the development, construction, completion, transfer, sale and/or disposal of the Buildings on the said Property or development, construction, completion, transfer, sale and/or disposal of the new buildings on the land for proposed Block D or the land for proposed Block G and/or any portion of the Balance Property by the Vendors including any further development, further constructions (horizontal and/or vertical), additions or alterations that may be made by the Vendors from time to time and/or the transfer, sale and/or disposal thereof. If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the construction and completion and /or in its transfer, sale or disposal, then in that event the Allottee shall also be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors. The Vendors shall also be entitled to any other right to which the Vendors may be entitled to in law by reason of any default or breach on the part of the

Allottee.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Service Tax) under any statute or regulation on the said Property, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendors or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the said Property, the Buildings and the Common Areas, without raising any objection thereto. The Vendors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Vendors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Allottee and the Vendors shall be entitled to recover the same from the Allottee.

6. The Allottee shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Owners (either express or implied) and the Allottee shall be responsible to the Vendors, Maintenance Agency and Association for fulfillment of the Allottee's obligations irrespective of non-compliance by any other Unit Owner.

7. The Allottee hereby agrees and undertakes to indemnify and keep indemnified the Vendors and/or the Maintenance Agency and/or the Association of from and against all losses, damages claims, demands, costs, charges, expenses and proceedings occasioned relating to the said Property or any part of the Buildings which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee. The Allottee hereby further agrees and undertakes to indemnify and keep indemnified the Vendors also against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Vendors relating to the above.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendors are liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents

concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

SCHEDULE K - COMMON EXPENSES

1. All costs of maintenance, operations, repairs, replacements, servicing, cleaning, lighting, white washing, painting, rebuilding, reconstructing, decorating and redecorating all the external walls of the Buildings and all Common Areas, fixtures, fittings, electrical wirings and equipments in, under or upon the Buildings enjoyed or used in common by the occupiers of the Buildings/said Property.
2. Salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium for insuring the Buildings and/or the Common Areas described in Schedule-E against earthquake, damages, fire, lightening, mob violence, civil commotion etc., if insured.
4. Costs and expenses of supplies for common purposes, electricity, water charges etc. payable to any concerned authorities and/or organisation for common purposes and payment of all charges incidental thereto.
5. Municipal and other rates, taxes, levies, demands and all other outgoings for the Common Areas save those which would be separately assessed and/or incurred in respect of any Apartment / Commercial Space.
6. Electricity expenses for lighting all the Common Areas, outer walls of the buildings and for operation of all the common facilities and utilities.
7. Operational, repairs and maintenance cost of the Lift, Generator, pump, sewerage treatment plant, fire safety equipment, etc.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Buildings.

SCHEDULE L - RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

- a) The Allottee shall accept, without any objection of any nature whatsoever, the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
- b) The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
- c) The Maintenance Agency shall collect and pay all rates, taxes and outgoings,

including for insurance for the Buildings and the said Property, which are not separately charged or assessed or levied on the Unit Owners.

d) The Allottee shall make payment of all amounts demanded by the Maintenance Agency within 7 (seven) days of demand or the due date for the same and in case of any delay, the Allottee shall pay interest at the rate of 18 % (eighteen per cent) per annum compoundable quarterly in respect of the unpaid amounts of Maintenance Charges, electricity charges, municipal taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the other rights of the Maintenance Agency under this Agreement or the Rules.

e) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.

f) The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Promoter and the Promoter/Maintenance Agency shall be entitled to revise the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto. The Maintenance Charges for the Commercial Units shall be payable at a higher rate than those payable in respect of the Apartment Units. Such differential rate shall be decided by the Vendors/Maintenance Agency from time to time.

g) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipality taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.

h) The Allottee shall co-operate with the other Unit Owners, the Vendors and the Maintenance Agency in the management and maintenance of the said Property and shall observe and comply with such covenants as be deemed reasonable by the Vendors and/or the Maintenance Agency for the Common Purposes.

i) All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Vendors until the Association is formed and starts functioning effectively and till that time the Vendors shall be entitled to but shall not be bound to maintain the Buildings and to collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal Taxes.

j) Notwithstanding anything to the contrary contained elsewhere it is expressly agreed that in the event the Vendors do not receive timely payment of the maintenance charges from the Unit Owners, the Vendors shall not have any responsibility or liability for non-maintenance and only the Unit Owners including the Allottee shall be responsible and/or liable for all consequences of such non-payment.

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

Allottee (including Joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix Photographs and sign across the photograph
--

(2) Signature _____
Name _____
Address _____

Please affix Photographs and sign across the photograph
--

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____
Name _____
Address _____

Please affix Photographs and sign across the photograph
--

At _____ on _____

in the presence of :

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner:

(1) Signature _____
Name _____
Address _____

Please affix Photographs and sign across the photograph
--

At _____ on _____

in the presence of :

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____