

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed on this day of Two Thousand and _____ (20.....);

BETWEEN

MERIDIAN DEVCON PVT. LTD. (Income Tax PAN- AAHCM1792M), having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.- Girish Park, Kolkata-700006, District- Kolkata, duly represented by one its Directors namely **Sri Anil Gadia, (PAN-AFOPG3855L and Aadhaar No. – 928360214126)**, son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas, hereinafter called and referred to as **"OWNER/DEVELOPER/VENDOR "** (which expression shall unless excluded by or repugnant to the context shall mean and be deemed to include its successor-in-interest and executors, administrators, legal representatives and assignors) of the **ONE PART.**

AND

.....,(PAN_____and Aadhaar No _____), son/wife of, by faith-Hindu, by Occupation-....., by Nationality – Indian, residing at , P.O.-; P.S.-, PIN Code-.....; District-; hereinafter referred to as the **ALLOTTEE(S) / PURCHASER(S)** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, legal representative and assignors) of the party of **OTHER PART.**

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

DEFINITIONS:

The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same is contrary or repugnant to the subject or context:

- (1) **AGREEMENT FOR SALE** means an agreement entered into between the promoter/Developer and the Allottee /Purchaser(s);
- (2) **TOTAL PRICE/ CONSIDERATION** shall mean the consideration mentioned in **Part-I** of the **Fourth Schedule** hereto payable by the Purchasers to the Vendor for acquiring the said Apartment/unit /Unit along with the right to use of Car Parking (if any);
- (3) **OTHER PAYMENTS** shall mean EXTRAS AND DEPOSITS as mentioned in the PART – II of the FOURTH SCHEDULE herein below.
- (4) **ARCHITECT** means a person registered as an architect under the provisions of the Architects Act, 1972;
- (5) **ASSOCIATION** shall mean the Association, Committee, Body, Society which would comprise the Owner/Vendor initially and thereafter the representatives of all the buyers/allottees of Apartment/unit Units and be formed or incorporated at the instance of the Owner/Vendor for the Common Purposes with such rules and regulations as shall be framed by it;
- (6) **BUILDING** shall mean the Residential and Commercial (if any) Complex to be constructed by the Developer cum Owner upon the Said Premises mentioned herein below in the Part-I of the First Schedule permissible under the Rules and Regulations of the KMC and from any other authorities if required, for the time being prevailing as per the plan or plans to be sanctioned by the Concerned Authority.

(7) AREA:

- (i) CARPET AREA** shall mean the net useable area of the unit including the area covered by the internal partition walls of the unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-3% (Three percent) on account of structural, design and construction variances. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/fitted and all cost related to removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of carpet area.
 - (ii) BUILT-UP AREA** shall mean the entire built-up area as sanctioned by the **KMC** as per approval of its Other Authorities , from time to time and shall include the plinth area of the units, including the plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also the thickness of the wall (external or internal) and pillars and the areas of the Common Portions
 - (iii) SALEABLE AREA/CHARGEABLE AREA** of the said Unit shall mean the carpet area along with the area covered by the internal partition walls and external walls of the unit, exclusive balcony/verandah/open terrace area of the said Apartment/unit Unit along with the proportionate share in the Common Portions and such area shall be applicable for the purpose of calculation of the liabilities of the Allottee including for taxes, maintenance charges, deposits etc.
 - (iv) COMMON PORTIONS/AREA** shall mean such common areas, facilities and installations in the Buildings and the said Premises, like staircases, landings, corridors, driveways, lawns, open spaces, common lavatories/ toilets,, lobbies, lifts, lift shafts, passages, boundary walls, the Common Roof Area and Common open terrace therein, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations, generator room, fire safety work stations, electrical sub-station, tube well, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the Building, as may be decided or provided by the Developer which are mentioned in the **THIRD SCHEDULE** hereto;
- (8) DATE OF POSSESSION** shall mean the date on which the purchaser/allottee/s take actual physical possession of the said apartment after discharging all their liabilities and obligations;

- (9) **COMMITTED POSSESSION DATE** shall mean the estimated date of making the said apartment ready for the purpose of delivery for possession on or before December 2020 with a grace period of 6(six) months. The aforesaid date shall also be subject to force majeure.
- (10) **DEEMED POSSESSION DATE** shall mean the date falling next after the expiry of 45(forty five) days from the date of intimation to the allottee for taking possession of the apartment in accordance with the terms of this Agreement.
- (11) **DEED OF CONVEYANCE** shall mean the Deed of Conveyance/Transfer to be executed by the Vendor/Owner in favour of the allottee in respect of the said apartment/unit upon the allottee complying with all their obligations, paying and depositing all amounts in time and not committing any breach or default.
- (12) **LOCAL AUTHORITY** means the Kolkata Municipal Corporation or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;
- (13) **COMPLETION CERTIFICATE or OCCUPANCY CERTIFICATE** means the completion certificate or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
- (14) **SAID APARTMENT/UNIT** shall mean any residential Apartment/unit together with Undivided proportionate share of land underneath the building along with the exclusive right to use of Car Parking Space, (if any allotted) and the right to use of Common Portions as described in **Part-I** of the **SECOND SCHEDULE** hereto, which is capable of being exclusively owned, used and enjoyed by any Unit Owner
- (15) **COMMON ROOF AREA** shall mean the ultimate roofs of the Buildings, as may be decided and demarcated by the Owner/Vendor at any time prior to handing over possession of the said apartment/unit.
- (16) **FORCE MAJEURE** shall include natural calamities, Acts of God, floods, Fire, Lightning, earthquakes, riots, enemy actions or wars, storms, cyclones, tempests, civil commotions and disturbances, Insurgency, civil wars, air raids, strikes, lockouts, transport strikes, shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from the **KMC** or any other statutory body or any Court, government action or regulations, new and/or changes in municipal or other rules, laws or policies affecting or likely to affect the Project, and/or circumstances beyond the control of the Vendor/Owner.

- (17) **PROJECT LAND** shall mean all that piece and parcel of a plot of Bastu land measuring about **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047** , District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of 24 South Parganas , more fully and particularly described in the Part – I of the **FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispendense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner, comprised in the said Premises.
- (18) **PLAN/PLANS** shall mean the plans of the Buildings which have been sanctioned by the **KMC** vide Building **Plan No. 2014100156, dated- 25-09-2014**, from the **Building Department of the Kolkata Municipal Corporation, under Borough-X** and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications therein, if any, as well as all revisions, renewals and vertical extensions as well as extensions of validity and time of the aforesaid Plans, if any.
- (19) **PROJECT** shall mean the work of development undertaken by the Developer/Owner from inception till the development of the said Premises is completed, possession of the completed units is taken over by the Unit Owners or intimated to the allottee/s and the Deeds of Conveyance/Transfer are executed and registered in favour of the Unit Owners and possession of the completed Apartment/units be made over to the Unit Owners and the name of the Project has been fixed by the Owner/Developer as “ **MERIDIAN SHREE**”.
- (20) **PROPORTIONATE** with all its cognate variations shall mean such ratio as the saleable area of any Unit or Units be in relation to the saleable area of all the Units in the Building/Project.
- (21) **SAID PARKING SPACE** shall mean the space/s to park car(s) and/or two wheeler(s), if any, described in **Part-II** of the **Second Schedule** hereto;
- (22) **SAID UNDIVIDED SHARE** shall mean the proportionate variable, undivided, indivisible, and impartial share in the land comprised in the Premises which is attributable to the said Apartment/unit;
- (23) **VENDOR** shall mean the Owner cum the Developer and where the context so permits, refer to only such of them as is/are concerned with the relevant matter/issue;
- (24) **PROJECT'S ADVOCATE** shall mean **SHEK ATAUR RAHAMAN** , Advocate of 34,SodepurBrickFieldRoad, P.O+P.S.-Haridevpur; Kolkata-700082, who have been appointed by the Vendor and have prepared this Agreement for Sale and who shall prepare all legal documentation

regarding the development, construction, sale and transfer of the Premises, the Buildings and the Apartment/unit Units therein, including the Deeds of Conveyance;

- (25) **MASCULINE GENDER** shall include the **feminine** and **neuter** gender and vice versa;
- (26) **SINGULAR NUMBER** shall include the **plural** and vice versa.
- (27) **PURCHASER/S OR ALLOTTEE/S** shall mean and include all persons, firm, limited company, association etc. to whom any Chargeable/Saleable Areas is/are transferred or agreed to be so done.
- (28) **ACT** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017) as amended from time to time.
- (29) **APPROPRIATE GOVERNMENT** means the State Government;
- (30) **RULES** mean the West Bengal Housing Industry Regulation Rules, 2018, as amended from time to time, made under the West Bengal Housing Industry Regulation Act, 2017;
- (31) **REGULATIONS** mean the Regulations made under the **West Bengal Housing Industry Regulation Act, 2017**, as amended from time to time;
- (32) **WORDS AND EXPRESSIONS** used herein and not defined in the Act or Rules or Regulations, but defined in any other applicable law for the time being in force, shall have the meaning assigned to them respectively in those laws.
- (33) **SECTION** means a section of the Act.
- (34) **CONFIDENTIAL INFORMATION** shall have the meaning ascribed to it in clause 9.3 below.

WHEREAS:

- A. The Owner/Vendor is the absolute and lawful Owner/Vendor of the property ("**Project Land**") more fully described in **Part – I** of the **FIRST SCHEDULE** hereto, the particulars of title whereof are more fully described in **Part – II** of the **FIRST SCHEDULE** hereto (**Devolution of Title**).
- B. The Project Land is intended for the purpose of development of an integrated housing project thereon, proposed to be named as "**MERIDIAN SHREE**" comprising of apartments, car parking spaces and other spaces and common areas ("**Project**").
- C. The Owner/Vendor has caused to be sanctioned by the Kolkata Municipal Corporation a plan, vide Building. Plan No. 2014100156, dated- 25-09-2014, from the Building Department of the Kolkata Municipal Corporation, under Borough-X for construction of a single block of building comprising of various independent apartments on the Project Land ("**said Plan**") with provisions for amenities and facilities to be used in common by all occupants / allottees of the entire Project in due course. The

Owner/Vendor agrees and undertakes that it shall not make any changes to these approved plans except in compliance with applicable laws.

- D. The Owner/Vendor is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owner/Vendor regarding the said Project Land on which the said Project is to be constructed, have been completed.
- E. The Allottee has applied for allotment of an apartment in the said Project under development vide **application No. dated (“Application Form”)** and has been allotted **Apartment No. comprising of Nos. of exclusive balcony / verandah measuring..... square feet in total attached thereto on the floor of the Building and containing a carpet area ofsquare feet (excluding the area of the balcony / verandah), built-up area of..... square feet corresponding to chargeable/saleable area of square feet**, together With pro rata share in the common areas, amenities and facilities of the said Project (hereinafter collectively referred to as the “**Common Areas**” and more fully mentioned and described in the **THIRD SCHEDULE** hereto) (all hereinafter collectively referred to as the “**said Apartment**” and more fully mentioned and described in **Part – I** of the **SECOND SCHEDULE** hereto) Together with exclusive **right to use of Nos. of car parking space**, more fully mentioned and described in **Part – II** of the **SECOND SCHEDULE** hereto) and Together With the right to use and enjoy the Common Areas in common with the other allottees / occupiers of the Project.
- F. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The purchaser hereby declares and confirms that prior to the execution of this Agreement the company has made full and complete disclosures of its right, title and interest in the property and the purchaser has inspected all the relevant documents in relation to the said unit/building/property and has satisfied himself inter alia the nature of the company’s right, title, approvals (current and future) drawings , specifications and plans, fixtures , specifications and amenities. The purchaser confirms that he has entered into this agreement out of his own free will and without any coercion and after reviewing and understanding the draft of this agreement. The purchaser has obtained suitable legal advice prior to entering into this agreement and the purchaser hereby confirm that he is signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- G. It is hereby agreed that the Application Form shall be deemed to be a part of this Agreement.
- H. 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.
- I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owner/Vendor hereby agrees to transfer its right title and interest in the said Apartment, together with proportionate share of land upon which the building is being constructed, together with the pro rata share in the Common Areas of the Project under development and together with the right to enjoy the Common Areas and amenities of the Project.

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

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Owner/Vendor agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment, as specified in para E above.
- 1.2. The Total Price for the Apartment is Rs. /- (Rupees only) ("**Total Price**");-

PARTICULARS	Amount (Rs.)
(A) Consideration for the Apartment inclusive of cost of exclusive balcony or verandah and proportionate share of Common Areas.	
(B) Consideration for Servant Quarter (lumpsum)	N.A.
(C) Add: GST @12% on (A + B)	
(D) TOTAL PRICE = (A)+(B) + (C)	

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Owner/Vendor towards the Apartment.
- (ii) The Total Price includes present applicable taxes. The mutually agreed Total Price is after consideration of Input Tax Credit as required under Section 171 of the GST Act, 2017.

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

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

- (iii) The Owner/Vendor shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Owner/Vendor within the time and in the manner specified therein ("**Demand Letter**"). In addition, the Owner/Vendor shall provide to the Allottee the details of the taxes paid/to be paid or demanded.

- (iv) The purchaser acknowledges that he has chosen the “**Construction Progress Linked Plan**” since it offers several advantages to the Purchaser, including that the installments payments may become due later in time than as envisaged at the time of entering into this agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the purchaser. This significantly reduces the risk of the purchaser as compared to “Time Linked Payment Plan” option and the Purchaser has entered into this agreement after taking into account the advantages and risks of the “Construction Progress Linked Payment Plan” .
 - (v) The Consideration of the Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical connectivity(excluding deposit money for personal meter connection) conduit and wires to the Apartment and proportionate cost of providing all common services for the said Project, including but not limited to lift, water line and plumbing, marbles, tiles, doors, windows, fire detection(if any) and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment, as per Specifications mentioned in **FOURTH SCHEDULE** below.
 - (vi) The Consideration Price may also change with the increase or decrease in the areas of the Apartment upto a maximum of 3% (three percent) of the carpet area of the Apartment, which shall finally be determined by the Project Architect(s) upon completion of construction. However, in case of any deviation in excess of 3% of the areas of the Apartment, express consent of the Allottee will be required in writing when, it shall be the option of the Allottee, either to accept such deviation and pay the revised Total Price and other amounts, or, to terminate this Agreement. In case of any dispute on the measurement area the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement.
- 1.3 The Consideration 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 till the completion of the Project. The Owner/Vendor undertakes and agrees that while raising a Demand Letter on the Allottee for increase in development charges, costs / charges imposed by the competent authorities, the Owner/Vendor shall provide relevant document in this regard if required along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.
- 1.4 The Allottee shall make payment of the Total Price, as mentioned in clause 1.2 above, together with other payments, like Extras and Deposits, as per the payment plan set out in **PART – I** and **PART – II** of the **FOURTH SCHEDULE** hereto, respectively, (“**Payment Plan**”) or, as and when being demanded

by the Owner/Vendor, as the case may be, subject to such revisions, as may be made in terms of this Agreement.

- 1.5 The Owner/Vendor may allow, in its sole discretion, a rebate for lumpsum down payment of the Consideration Amount payable by the Allottee by discounting such early payment with such amounts, as may be mutually agreed by the Owner/Vendor and the Allottee. The provision of such rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Owner/Vendor.
- 1.6 It is agreed that the Owner/Vendor shall not make any major additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment or building, as the case may be without the previous written consent of the Allottee. Provided That the Owner/Vendor may make such additions or alterations as may be required by the Allottee or such minor changes or alterations as may be necessary due to architectural, structural, safety, availability, betterment and maintenance reasons duly recommended and verified by the Project Architect(s) and/or such other minor changes or alterations in accordance with the applicable laws.
- 1.7 The Allottee(s) agree(s) that he/she/they is/are aware that the Owner/Vendor is developing the Project comprising both, residential as well as commercial units (if any).
- 1.8 The rights of the Allottee is limited to Ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of Ownership, contrary to the above.
- 1.9 The Common Areas shall always be and remain subject to change and modifications, as may be deemed fit and necessary by the Owner/Vendor and/or as may be advised by the Project Architect(s) for betterment of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrances thereto and shall be deemed to have granted an unconditional approval to such changes or modifications in the Common Areas.
- 1.10 The Allottee shall only be entitled to use the Common Areas of the Project to the extent required for beneficial use and enjoyment of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of partition or separation of Ownership of any component or constituent of the said Common Areas of the Project.
- 1.11 The Owner/Vendor shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building being completed and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the said Apartment including the Extras and Deposits shall however be recalculated upon such confirmation by the Owner/Vendor on Chargeable/saleable Area basis. If there is any reduction in the carpet area resulting in reduction of the Chargeable/saleable Area, then the Owner/Vendor shall either refund the excess money paid by the Allottee within 45 (forty-five)

days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent from the date when such excess amount was paid by the Allottee and/or adjust the same in the next milestone of the Payment Plan, as the case may be. If there is any increase in the carpet area resulting in an increase in the Chargeable/saleable Area, which is not more than 3% (three percent) of the carpet area of the Apartment area allotted to the Allottee, the Owner/Vendor may demand the extra amount for increased area from the Allottee in the next milestone of the Payment Plan as provided in the **FOURTH SCHEDULE** hereto. In such case, a revised Total Price sheet together with revised Payment Plan shall be drawn and given to the Allottee after giving effect to the change in such areas. Such revised sheet shall be deemed to be a part of this Agreement.

- 1.12 Subject to para 9.3, the Owner/Vendor agrees and acknowledges that the Allottee shall have the right to the said Apartment as mentioned below:
- (i) The Allottee shall have exclusive Ownership of the said Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the land and Common Areas of the Project. Since the share / interest of the Allottee in the land and Common Areas of the Project is undivided and cannot be divided or separated, the Allottee shall use all Common Areas of the Project along with other occupants, maintenance staff, etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Owner/Vendor shall hand over the Common Areas to the association of all the allottees after duly obtaining the completion certificate/occupancy certificate from the competent authority for the Project.
 - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be, subject however to the prior intimation to and written permission of the Owner/Vendor. Any such visit shall always be subject to Allottee following the norms of safety for such visit and inspection, as may be prescribed by the Owner/Vendor and/or the Project Architect(s) or the Site Engineer/Supervisor.
- 1.13 It is made clear by the Owner/Vendor and the Allottee agrees that the said Apartment along with the servant quarter, if any, and car parking spaces as earmarked by the Owner/Vendor, as morefully described in **PART-I, PART-II** of the **SECOND SCHEDULE** hereunder written, shall be treated as a single indivisible apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the project. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project, subject to the rules and regulations constituted by the Association.
- 1.14 The Owner/Vendor agrees to pay all outgoings before transferring the physical possession of the apartments to the allottees, which has been collected from the allottees, for the payment of outgoings

(including land cost, ground rent, municipal or other local taxes, charges for water or electricity including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Owner/Vendor fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Owner/Vendor agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person. Provided However that the Owner/Vendor shall not be liable or continue to remain liable for any such outgoings for which it has not received any payments from the Allottee. The Owner/Vendor will however also not be responsible for the above in case the Owner/Vendor has offered possession and the Allottee has refused or neglected or delayed in taking such possession within 45(forty five) days from the intimation for taking such possession for any reason whatsoever. All such liabilities and outgoings shall be deemed to be the liability of the Allottee from the date falling next after the expiry of 45(forty five) days from the intimation for taking such possession, when the Allottee for all purposes will be deemed to have taken possession of the Apartment in accordance with the terms of this Agreement ("**Deemed Possession Date**").

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

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest equivalent to Prime Lending Rate of State Bank of India plus two per cent as penalty(herein referred to as "**Interest on Delayed Payment**")

2. MODE OF PAYMENT:

The purchaser acknowledges that he has chosen the "Construction Progress Linked Payment Plan" since it offers several advantages to the purchaser, including that the installments payments may become due later in time than as envisaged at the time of entering into this agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the purchaser. this significantly reduces the risk the risk of the purchaser as compared to the "Time Linked Payment Plan" option and the purchaser has entered into this agreement after taking into account the advantages and risks of the "Construction Progress linked payment Plan", subject to the terms of the this Agreement and the Owner/Vendor abiding by the construction milestones, the Allottee shall make all payments within the stipulated time mentioned in the Demand Letter issued by the Owner/Vendor from time to time in accordance with the Payment Plan mentioned in the

FOURTH SCHEDULE herein below through Account Payee cheque / demand draft / banker's cheque or online payment (as applicable) in favour of the Vendor/Owner/Vendor payable at Kolkata. Payment shall be deemed to have been made when the same is credited in the account of the Vendor/Owner/Vendor.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments / modification(s) made thereof and all other applicable laws including that of remittance of payment on acquisition / sale / transfer of immovable properties in India, etc. and provide the Owner/Vendor with such permission and approvals, which would enable the Owner/Vendor to fulfill its obligations under this Agreement. Any refund or transfer of security, if provided, shall be in terms of or in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/they will 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 Owner/Vendor accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Owner/Vendor 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 Owner/Vendor immediately and comply with necessary formalities, if any, under the applicable laws. The Owner/Vendor shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Owner/Vendor shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Owner/Vendor shall abide by the time schedule for completing the unit/apartment as disclosed in this agreement and thereafter it will be handed over to the allottee subject to the compliance of all obligations on the part of the allottee and the Owner/Vendor agrees to handover the Common

facilities to the association (upon formation) of the Allottees within 8(Eight) months (subject to Force Majeure) from the date of obtaining of completion/occupancy certificate of the project. Similarly the Allottee shall also abide by the time schedule in respect of making Payments to the Owner/Vendor as mentioned hereunder or as mentioned in the Demand Letter that may be raised from time to time by the Owner/Vendor under or in pursuance of this Agreement.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

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

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Owner/Vendor agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement. The Owner/Vendor assures to hand over possession of the Apartment within 31st December 2020, ("**Committed Possession Date**") unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any other reason beyond the reasonable control of the Owner/Vendor affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Owner/Vendor shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Vendor to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Vendor shall refund to the Allottee the entire amount received by the Owner/Vendor from the Allottee within 45 (forty-five) days from that date. The Owner/Vendor shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they shall not have any right, claim etc. against the Owner/Vendor and/or the Apartment and that the Owner/Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession and registration of Deed of Conveyance : The Owner/Vendor, upon obtaining the completion certificate and/or Occupancy Certificate which is applicable, from the competent authority ("**Project Completion Date**"), shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 45(forty five) days from the

Project Completion Date after making full payment of the Total consideration to the Owner/Vendor together with other applicable payments/charges as per terms of this Agreement and by executing necessary indemnities, undertakings and such other documents as may be required for taking possession of the said Apartment and the Owner/Vendor shall give possession of the said Apartment to the Allottee.

Simultaneously with the offer for possession, as aforesaid, the Owner/Vendor shall also call upon the Allottee to get the said Apartment registered in his name by registration of the Deed of Conveyance in respect thereof within 45 (forty five) days from the date of aforesaid offer. The Owner/Vendor agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Vendor. The Allottee, after taking actual possession or from the Deemed Possession Date, whichever is earlier, agree(s) to pay the maintenance charges and common expenses, particulars whereof are more particularly mentioned in the **SIXTH SCHEDULE** hereunder written, and/or as determined by the Owner/Vendor / Association (upon formation), as the case may be, after the issuance of the completion/occupancy certificate for the Project. The Owner/Vendor shall hand over copy of the same to the Allottee at the time of conveyance of the said Apartment. Similarly, in case the Allottee does not or is not able to or willfully delays in having its Deed of Conveyance in respect of the said Apartment registered within the prescribed time, then in such case, the Allottee shall keep the Owner/Vendors indemnified saved and harmless of from and against all administrative proceeding, costs, charges and damages on any account whatsoever that the Owner/Vendor might suffer because of such failure of the Allottee.

- 7.3 **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Owner/Vendor as per para 7.2, the Allottee shall take possession of the Apartment from the Owner/Vendor within a maximum period of 45(forty five)days. In case the Allottee fails to make full payment of the Total Consideration including the Extras and Deposits in terms of this Agreement and execute necessary documents to take possession of the said Apartment within the time as mentioned herein above, it shall be deemed that the Allottee has taken possession of the said Apartment on the Deemed Possession Date and all obligations and outgoings in respect of the said Apartment like maintenance charges, property rates and taxes, etc., payable in respect of the said Apartment shall become immediately applicable and payable by the Allottee.
- 7.4 **Formation of Association after Project Completion** – After obtaining the completion/occupancy certificate and handing over physical or deemed possession of the Apartment, as the case may be, to the allottees, it shall be the responsibility of the Owner/Vendor to get an Association formed for the purpose of maintenance of the Project in general and the Common Areas in particular within 1 (One) year of the Project Completion Date or as prescribed by the local laws, whichever is later, and hand over the necessary documents and plans, including the Common Areas, to the said association.
- 7.5 **Cancellation by Allottee** — The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel the Agreement / withdraw from the Project without any fault of the Owner/Vendor, the Owner/Vendor herein is

entitled to forfeit the Booking Amount along with applicable taxes (**"Cancellation Fees"**). **The amount of** applicable GST/taxes paid by the Owner/Vendor to the competent authority **for which the demand has already been raised by the owner**, will also be deducted from the amount paid by the allottee at the time of refund in the event of cancellation of the apartment/unit. If the amount of the aforesaid applicable GST/taxes is as and when refunded by the competent authority then it will also be refunded to the allottee. The balance amount of money paid by the Allottee shall be returned by the Owner/Vendor to the Allottee within 45 (forty-five) days of such cancellation.

7.6 Cancellation by Owner/Vendor – The Allottee agrees that the Owner/Vendor shall be entitled at its option to cancel this Agreement at any time in the following cases :-

- (i) If the delay or default of the Allottee to honour any Demand Letter issued by the Owner/Vendor in terms of this Agreement continues for a period more than 3 (three) months of such Demand Letter, whether or not any reminder has been given by the Owner/Vendor to the Allottee in respect thereof;
- (ii) If the Allottee is found to be of unsound mind or declared to be insolvent;
- (iii) If the amounts paid by the Allottee is found to be from unlawful sources;
- (iv) If the Allottee is found to have misrepresented any facts in the Application Form or at any other stage to the Owner/Vendor.
- (v) If the purchaser does or causes to be done by any party known to him any act, deed or thing or behave inappropriately or corresponds or communicate in a manner that would in any manner affect or prejudice or defame the building/ project or the company or its representatives. In the event the allottee does or omits to do any such act, deed or thing then the company shall without any prejudice to any other rights or remedies available in law, have the option to terminate this agreement sending the company notice of termination of this Agreement.
- (vi) In the event the construction of the wing/floor/building in which the unit is located has been stopped for a period of more than one (1) year due to applicable law or force majeure, the company shall have the option to terminate this agreement.
- (vii) This agreement can be terminated by the company if any default as per clause 9.3 as mentioned below.

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

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

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNER/VENDOR:**

The Owner/Vendor hereby represents and warrants to the Allottee as follows:

- (i) The Owner/Vendor has absolute, clear and marketable title with respect to the said Project Land and the requisite lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (ii) The said Land of the project is free from all encumbrances.
- (iii) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and apartment and the Common Areas;
- (iv) The Owner/Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may be prejudicially affected;
- (v) The Owner/Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the said Apartment, which will in any manner affect the rights of the Allottee under this Agreement;
- (vi) The Owner/Vendor confirms that the Owner/Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (vii) Subject to the Allottee complying with his/her/their obligations contained in this Agreement, the Owner/Vendor shall, on or before registration of the Conveyance Deed of the said Apartment, hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;
- (viii) 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;
- (ix) The Owner/Vendor has duly paid and shall continue to be liable to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the date of handover of the unit/apartment/apartment/unit or the date of registration of the same in favour of the allottee/purchaser whichever is earlier.
- (x) As of this date, no notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner/Vendor in respect of the said Land and/or the Project Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Owner/Vendor shall be considered under a condition of default, in the following events:
 - (i) The Owner/Vendor fails to provide possession of the Apartment to the Allottee within the Committed Completion Date as specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the concerned Authority. For the purpose of this para, 'possession' shall mean that the Apartment shall be in a habitable condition which is complete as per specifications of this agreement and for which completion certificate will be issued by the competent authority.
 - (ii) Discontinuance of the Owner/Vendor's business as a developer at any stage of the Project on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.
- 9.2 In case of default by the Owner/Vendor at any stage under the conditions listed above, the Allottee is entitled to the following:
 - (i) Stop making further payments to the Owner/Vendor as demanded by the Owner/Vendor. If the Allottee stops making payments, the Owner/Vendor shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest, Provided That nothing herein contained shall entitle

the Allottee to stop payment of the amounts payable for the previous stages or previous milestones as per the Payment Plan; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owner/Vendor shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice. Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Owner/Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Owner/Vendor to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments in accordance with the demands made by the Owner/Vendor from time to time as per the Payment Plan mentioned in the **FOURTH SCHEDULE** hereto, despite having been issued notice in that regard. The Allottee shall be liable to pay interest to the Owner/Vendor on the unpaid amount at the rate prescribed in the Rules from the date of default till actual payment is made;
- (ii) In case of default by Allottee under the condition listed above for a period beyond 3 (three) consecutive months, the Owner/Vendor may cancel the allotment of the Apartment in favour of the Allottee and refund the balance money paid to Owner/Vendor by the Allottee after deducting Cancellation Fees as mentioned in clause no. 7.5 hereinabove and this Agreement shall thereupon stand terminated and the Owner/Vendor shall be eligible to allot the said Apartment to other intending allottee.
- (iii) The allottee hereto agree that all information, documents etc. exchanged to date and which may be exchanged including but not limited to the contents of this agreement and any documents executed in pursuance thereof (confidential information) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the written consent of the OWNER/VENDOR/VENDOR. The confidentiality obligation under this clause shall survive even after the handing over of the unit and is legally binding on the allottee and shall always be in full force and effect. Allottee shall not make any public announcement regarding this agreement without the prior consent of the Owner/Vendor. Nothing contained hereinabove shall apply to any disclosure of confidential information if such disclosure is required by law or by any statutory authority or has entered public domain in connection with any litigation.

10. CONVEYANCE OF THE SAID APARTMENT:

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

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

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

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

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

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

The Owner/Vendor shall at an appropriate time within a maximum period of 1 (one) year of the Project Completion Date, notify the detailed scheme of formation of the Association to the Allottee (as also to all other allottees of other apartments of the Project) in accordance with the rules and regulations of the applicable act so as to enable them to constitute/form such Association.

13. Interim Maintenance Period: During the interim maintenance period between obtaining of the completion certificate of the Project and formation of the Said Association, the Owner/Vendor shall through itself or through a facility management company, run, operate, manage and maintain the Common Areas in the manner as follows:

- (i) The Owner/Vendor shall be responsible for the maintenance and operation of the Common Areas including for providing the required manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis, if any.
- (ii) The maintenance and management of Common Areas will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, Security features, driveways, parking areas, lobbies, lifts and staircases.
- (iii) The Rules / Bye Laws to regulate the use and maintenance of the Common Areas shall, during the interim maintenance period, be framed by the Owner/Vendor with such restrictions and charges as may be deemed necessary for proper maintenance.
- (iv) After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye-laws framed by the Owner/Vendor, with or without amendments, as may be deemed necessary by the Association.

14. COMMON AMENITIES AND FACILITIES AT ROOF / TOP FLOOR:

- 14.1 The Building at the said Project Land being developed by the Owner/Vendor shall contain the following amenities and/or facilities which will be used and enjoyed by the Allottee and/or their family members in common with the other allottees of the Project and/or their respective family members.
- 14.2 The Allottee agrees that he shall always during the period of his Owner/Vendorship of the said Apartment follow, observe and abide by the rules and regulations framed by the Owner/Vendor for the time being and by the Association upon its formation.

15. STRUCTURAL DEFECT LIABILITY:

- 15.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner/Vendor as per the Agreement for Sale relating to such development is brought to the notice of the Owner/Vendor within a period of 5 (five) years by the Allottee from the date of Deemed possession date or date of taking possession by the allottee whichever is earlier, save those as mentioned in clause 15.2 below, it shall be the duty of the Owner/Vendor to rectify such defects without further charge, within 30 (thirty) days from the date of notice to the Owner/Vendor . In the case it is not possible to rectify such defects, then the allottee shall be entitled to receive reasonable compensation from the Owner/Vendor for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the project architect.
- 15.2 The Owner/Vendor shall not be liable to rectify any defect occurring under the following circumstances:
 - (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Owner/Vendor will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

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

- (xi) Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner/Vendor and without giving the Owner/Vendor the reasonable opportunity to inspect, assess and determine the nature of purported defects in the Apartment, alters the state and condition of the area of the purported defect, then the Owner/Vendor shall be relieved of its obligations contained in clause 15 hereinabove.

16. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

17. USAGE:

Use of service / reserved areas:

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

18. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 18.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the Common Areas, including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 18.2 The Allottee further undertakes, assures and guarantees that he/she would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls, paint the exterior side of the windows, put up box grills, or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any beam, column, wall, including the outer and load bearing wall (if any) or structural element of the Apartment.

- 18.3 The Allottee shall plan and distribute his electrical load and use electrical equipments, within the Apartment in conformity with the electrical specifications as provided. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 18.4 Cable/Broadband Connection: The Owner/Vendor shall make provisions for only one DTH service provider or one cable connection service provider, as selected by the Owner/Vendor, for providing the services of cable TV and broadband in the Project. The Allottee (as also other apartment Owner/Vendors) shall avail services only of such service providers and will not be entitled to fix any separate antenna, equipment or any gadget of any other service provider on the roof or terrace of the Building or on the outer / external walls of the Building or in any part of the said Apartment.

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

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

20. ADDITIONAL CONSTRUCTIONS:

The Allottee agrees that, in addition to all minor changes, as provided in the Act, the Owner/Vendor shall have the right to make additions and/or alterations or to put up additional structure(s)/constructions anywhere in the Project subject to condition that revised building plan has been approved by the competent authority(ies) as per rules provided in the Act, as amended from time to time which the allottee covenants in 38.1.14.

21. OWNER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:

After execution of this Agreement by the parties, the Owner/Vendor /Vendor shall not mortgage or create a charge of the Apartment and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the allottee who has agreed to purchased such Apartment.

22. APARTMENT OWNERSHIP ACT:

The Owner/Vendor has assured the allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Owner/Vendor will show compliance of various laws/regulations as applicable in West Bengal such as WBHRA, 2017

23. BINDING EFFECT:

Forwarding this Agreement to the allottee by the Owner/Vendor does not create a binding obligation on the part of the Owner/Vendor or the allottee until 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. If the allottee(s) fails to execute and deliver to

the Owner/Vendor this Agreement within 30 (thirty) days from the date of its receipt by the allottee then the Owner/Vendor shall serve a notice to the allottee for rectifying the default, which if not rectified within 15 (fifty) days from the date of its receipt by the allottee, the application of the allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever after deducting cancellation/termination charges as specified in this agreement which is the sole discretion of the Vendor /Owner.

24. ENTIRE AGREEMENT:

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

25. RIGHT TO AMEND:

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

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

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

27. WAIVER NOT A LIMITATION TO ENFORCE:

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

27.2 Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

28. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the

Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

30. FURTHER ASSURANCES:

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

31. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Owner/Vendor through its authorized signatory(if any), at the Owner/Vendor's office, or at some other place as mutually agreed between the parties, in Kolkata after the Agreement is duly executed by the Allottee and the Owner/Vendor in terms of para 23 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.

32. NOTICES:

All notices to be served hereinunder by any of the parties on the other shall be deemed to have been duly served by speed post, or registered post or by email at their respective addresses as mentioned herein above or as notified in writing. It shall be the duty of the parties to inform each other of any change in the respective address mentioned herein above in this agreement by registered post or speed post or email which all communications and letters posted at the above address shall be deemed to have been received by the parties, as the case may be. None of the parties shall be entitled to raise any objection as to service of the notice deemed to be having been served as aforesaid.

33. JOINT ALLOTTEES:

That in case there are joint allottees, all communications shall be sent by the Owner/Vendor to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

34. SAVINGS:

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

35. GOVERNING LAW:

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

36. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act 1996 and/or be settled through the Authority appointed under the WBHRA, 2017.

37. OTHER TERMS AND CONDITIONS

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

37.1 Extras & Deposits:

The amounts payable by the Allottee to the Owner/Vendor in addition to the Total Price of Apartment, as referred to in clause 1.2 of this Agreement, shall be paid by the Allottee to the Owner/Vendor in the following manner:

- a) Sinking Fund for Maintenance:** An amount calculated @ Rs.48/- (Rupees Forty Eight only) per square foot plus GST as applicable of the chargeable/saleable area of the Apartment towards Corpus Fund shall be paid by the Allottee to the Owner/Vendor on or before the time of taking possession of the said Apartment. The Owner/Vendor will hand over this fund to the Association(as and when formed) upon its formation without any interest.
- b) Maintenance Charges Deposit:** An amount calculated @ Rs.48/- (Rupees Forty Eight only) on the Chargeable Area of the said Apartment shall be paid by the Allottee as maintenance charges deposit estimated for One Year, calculated @ Rs.4.00p per month plus GST/taxes as applicable. This amount is payable by the Allottee to the Owner/Vendor on or before

Possession Date. In case the maintenance charges increase, the Allottee shall have to pay the increased amount of maintenance charges to the Owner/Vendor. The Owner/Vendor or the association maintaining the said Project shall raise bills on monthly basis with GST (if applicable).

- c) **Documentation Charges:** The sum of Rs. 30,000/- (Rupees Thirty Thousand Only) plus GST/Taxes shall be paid by the Allottee as costs for preparation of this Agreement for Sale and also the Deed of Conveyance of the said Apartment including all documents in connection with or related to the sale of the said Apartment by the Owner/Vendor to the Allottee. Out of the said total sum of Rs. 30,000/- (Rupees Thirty Thousand Only), a sum of Rs. 15,000/- (Rupees Fifteen Thousand Only) shall be paid by the Allottee together with taxes, if any, at or before the execution hereof and the balance sum of Rs. 15,000/- (Rupees Fifteen Thousand Only) together with taxes, if any, shall be paid on/before registration of the Deed of Conveyance or the Possession Date, whichever is earlier. This charge however is not inclusive of any out of pocket expenses and also the expenses to be incurred by the Allottee for registering this Agreement for Sale or the Deed of Conveyance in respect of the said Apartment, which shall be payable separately by the Allottee to the Owner/Vendor within 7 (seven) days of being called upon to do so.
- d) **Additional Work:** The cost of any additional work done or any re-work done at the instance of the Allottee in the said Apartment, in addition to those mentioned in the Specifications as per the **FIFTH SCHEDULE** hereto at the request of or with the consent of the Allottee, including, but not limited to, the expenses of having the Plan modified if required for such Additional Work ("**Rule 26 Charges**") shall be payable by the Allottee to the Owner/Vendor, as and when demanded by the Owner/Vendor.
- e) **HT & LT connection charges:** The Allottee shall be liable to pay a sum calculated @ Rs.50/- (Rupees Fifty Only) per sq.ft. on chargeable area of the apartment including servant quarter (if any) for HT & LT connection provided by the CESC Ltd at the Project. The amount will be charged on the Allottee based on the chargeable area of the said Apartment which shall be paid by the Allottee together with GST as applicable. The Allottee agrees to pay this amount on or before the Possession Date as demanded by the Owner /Vendor. Separate meter deposit as demanded by CESC will be paid by the allottee for his/her /their own separate meter.
- f) **Two-Wheeler Parking Deposit (optional) :** This is the amount calculated @ Rs.50,000/- (Rupees Fifty thousand only) per space obtained by the Allottee for parking of two-wheelers within the Project premises for the maintenance and upkeep of such areas and spaces. This space is limited in the said Premises and shall be allotted subject to availability only. This amount is optional and shall be payable by the Allottee to the Owner/Vendor/Association upon formation when such space is opted for. Such deposit amount which is received by the Owner/Vendor shall be transferred to Association upon its formation.
- g) **Fit-out Charges (optional):** In case construction of the Said Apartment allotted to the Allottee is complete, but the remaining project work still being under progress and the

Allottee intending to carry out / execute interior decoration works in the Said Apartment, then on application coupled with undertaking made by the Allottee in such form as may be required by the Owner/Vendor, the Owner/Vendor may at its sole discretion and subject always to receipt of payment of the Total Price, Extras and Deposits and any other amount that may be due and payable by the Allottee to the Owner/Vendor under, pursuant to or in terms of this Agreement, allow access of the Said Apartment to the Allottee for such interior decoration works and fit-out purpose only. In such case, the Allottee shall have to pay Fit-out charges on monthly basis as fixed by the Owner/Vendor, being the charges to facilitate availability of certain basic facilities like electricity, cleaning of rubbish etc required to carry out such fit-out and interior decoration works. The Fit-out charges will be charged till the Project Completion Date or until the Allottee stops accessing the Said Apartment, whichever is earlier.

- h) Interest on Delayed Payment:** In case interest is charged on the Allottee on any payments in terms of this Agreement, the Allottee shall be liable to pay GST/taxes as applicable on such interest. The interest together with applicable GST/taxes shall be paid immediately on demand made in that respect by the Owner/Vendor to the Allottee.
- i) Cheque dishonor charges:** In case any cheque deposited by the Allottee with the Owner/Vendor is returned dishonored, a sum of Rs.1,000/- plus GST/taxes as applicable shall be charged from the Allottee irrespective of the reason of such cheque dishonor and the Allottee agrees to pay such sum immediately on demand by the Owner/Vendor.
- j) Mechanical Car Parking Maintenance Deposit:** The owner/vendor admits and agrees to pay the following amount towards Mechanical Parking Maintenance Deposit to the Association (upon formation) an amount of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand) only per system. The Association upon its formation shall be liable to maintain the Mechanical Parking System out of the interest amount generated by this deposit.

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

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

- (i) Adjust the Maintenance Fund of the allottee for making payments for common purposes.
- (ii) In case, allottee is a regular defaulter, ask allottee to make further investment of Maintenance fund or ask for advance payments of maintenance charges as the Owner/Vendor/association as the case may be deem fit.

- (iii) Restrict the use of certain common facilities like lift, housekeeping, security etc. as it may deem fit, till the total liability is cleared.
- (iv) The Association, in case of maintenance amount is due for more than 3 months, may put up notices at prominent places in the project or newspaper/circulate among other allottees about the amount outstanding against the maintenance due by the allottee and subsequent withdrawal of common facilities like lift, housekeeping, security etc. as it may deem fit .

37.3 Payment of Total Consideration Price prior to Possession:

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

38. COVENANTS:

38.1 Allottee's Covenants:

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

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

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

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

38.1.2 Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said

Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Owner/Vendor/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

38.1.3 Allottee to pay maintenance charge:

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

38.1.4 Charge / Lien:

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

38.1.5 No right of or obstruction by Allottee:

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

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

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

The Allottee fully understands and accepts that (1) the undivided proportionate share or interest of the Allottee in the said Project Land (for short "the said Land Share") shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all apartments in the Project, (2) if the chargeable/saleable area of the Project is recomputed by the Owner/Vendor or if any additional areas are built as provided under the Act, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by

the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owner/Vendor, in its absolute discretion.

38.1.7 LEGAL EXPENSES:-

All the expenses towards stamp duty, registration charges/fees and documentation charges and legal fees thereto will be borne by the allottee alone.

38.1.8 TO HANDOVER ONE SET OF KEYS OF CAR TO THE ASSOCIATION

The allottee undertakes and covenants that he/she/they will hand over one set of keys of their car to the association for emergency removal of car in case of fire or other exigencies and for smooth ingress and egress of car/s. If the allottee does not comply this term, he will be solely responsible for the consequences, damages and legal litigations.

38.1.9 NOT TO RAISE ANY OBJECTION AGAINST EMERGENCY ENTRANCE IN THE UNIT/APARTMENT

The allottee shall not raise any objection against emergency entrance in the apartment by the association in an unavoidable circumstance under the presence of 5 (five) members of the association only in case of absence of the allottee or inhabitants of the unit/apartment.

38.1.10 DEPOSIT OF T.D.S. BY THE ALLOTTEE/PURCHASER(S) :

The Allottee/Purchaser(s) shall deposit the amount of their T.D.S. levied for their Apartment/Unit, mentioned in the Schedule hereunder written, to the concerned authority at their own responsibility and thereafter they will submit the payment receipt to the office of the Vendor/Developer within 6(Six) months from the date deposit. If he/she/it does not comply the same, they will solely be liable for the litigations arisen for this reason in future.

38.1.11 Obligations of Allottee:

The Allottee shall:

- (a) **Co-operate in management and maintenance:** Co-operate in the management and maintenance of the Common Areas facilities and amenities of the Project by the Owner/Vendor/Association (upon formation), as applicable.
- (b) **Observing Rules:** Observe the rules framed from time to time by the Owner/Vendor/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities of the project.
- (c) **Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of possession, wholly for the Said Apartment and proportionately for the Common Areas, facilities and amenities.
- (d) **Meter and Cabling:** Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Owner/Vendor or to other

apartment Owner/Vendors. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Owner/Vendor/Association (upon formation).

- (e) **Use of the Apartment:** Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for any purposes other than that as may be sanctioned or permitted by the competent authority. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, godown of any type, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **Maintenance of Apartment:** Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment at the cost of the Allottee.
- (g) **Use of Common Toilets:** Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) **Use of Spittoons / Dustbins:** To spit or accumulate the dust, rubbish, wastes and other refuses, use the spittoons / dustbins located at various places in the Project.
- (i) **No Alteration:** Not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment including Balcony colour and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.
- (j) **No Structural Alteration and Prohibited Installations:** Not to alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Owner/Vendor and/or the Association coming to know (before or after deed of conveyance) of any change made by the Allottee then the Owner/Vendor and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- (k) **Fitting Air Conditioning unit:** Not to install any window/split air-conditioning units anywhere in the said Apartment other than specified areas. The water outlet of the air conditioner unit shall have to be put in such a manner that it does not cause any inconvenience/damage to other unit/apartment owners or building.
- (l) **No Grills:** Not to install any box grill on the balcony or verandah/window.

- (m) **No Sub-Division:** Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (n) **No Change of Name:** Not to change / alter / modify the name of the Building that is mentioned in this Agreement herein before.
- (o) **No Nuisance and Disturbance:** Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Owner/Vendor or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (p) **No Storage:** Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including shoe cabinets and cycles in the Common Areas including floor corridors, areas immediately outside the main entrance of the said Apartment and areas under ground staircase, parking areas etc.
- (q) **No Obstruction to Owner/Vendor/Association:** Not to obstruct the Owner/Vendor/ Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Owner/Vendor in constructing/repairing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.
- (r) **No Obstruction of Common Areas:** Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.
- (s) **No Violating Rules:** Not to violate any of the rules and/or regulations laid down by the Owner/Vendor / Association (upon formation) for the use of the Common Areas, amenities and facilities.
- (t) **No Throwing Refuse:** Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
- (u) **No Injurious Activities:** Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Car Parking Space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- (v) **No Storing Hazardous Articles:** Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building/Project.
- (w) **No Signage:** Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefore provided that

this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

- (x) **No Floor Damage:** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- (y) **No Installing Generator:** Not to install or keep or run any personal generator in the said Apartment or any part of the Project, subject to taking written permission from the Owner/Developer and/or Association (upon formation).
- (z) **No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said Apartment/Project.
- (aa) **No Damage to Common Portions:** Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same as decided by the Owner/Vendor or the Association.
- (bb) **No Hanging Clothes:** Not to hang or cause to be hung clothes in Common Areas. The allottee shall not be allowed to hang clothes outside the balcony .
- (cc) **No Smoking or spitting in Common Areas:** Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
- (dd) **No Plucking Flowers:** Not to pluck flowers or stems from the gardens of the project (if any).
- (ee) **No Littering:** Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.
- (ff) **No Trespassing:** Not to trespass or allow the trespassers over any areas exclusively allotted to any allottees or retained by the Owner/Vendors in the Project.
- (gg) **No Overloading Lifts:** Not to overload the passenger lifts and to move goods only through the stretcher lifts and/or staircase of the Building.
- (hh) **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire and to participate in fire drills as and when required.
- (jj) **No Covering of Common Portions:** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- (kk) **Pay Goods & Service Tax:** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Owner/Vendor / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

- (II) **Not to be Identified Mechanical Car Parking:** The Owner /Vendor at the request of the allottee, may grant the right to use unidentified (upper or lower) mechanical car parking for a particular system (identified) for which the allottee is not entitled to raise any objection.

38.1.12 Notification regarding Letting / Transfer:

If the Allottee lets out or transfers the said Apartment for residential purpose only, the Allottee shall immediately notify the Owner/Vendor/Association (upon formation) of the tenant's/transferee's address and telephone number along with a copy of Aadhaar Card/Voter ID Card as proof of his/her/their/its Identity. It is the responsibility of the Allottee to ensure that any such tenant / transferee abides by the terms and conditions of this Agreement and/or the rules and regulations of the Association. The Allottee can let-out or transfer only after clearance of all upto date dues of the Owner/Vendor / Association (upon formation).

38.1.13 No Right in Other Areas:

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

38.1.14 No Objection to further Construction on the Roof:

The ultimate roof of the building shall belong to and remain under the control and maintenance of the association but Owner/Vendor shall have the right to make construction on the said floor with necessary permission for concerned authorities. The Allottee shall have no objection to such construction on the ground of nuisance, inconveniences or otherwise provided that in making such construction if it is necessary to shift the water reservoir on the roof of the newly constructed floor, the Owner/Vendor shall ensure that there shall be no disruption of water supply at any stage of such construction. The apartment/units and accommodation in the newly constructed floor shall belong to the Owner/Vendor absolutely with right to dispose off the same and the Owner/Vendor thereof shall be entitled to proportionate share in the common areas and facilities mentioned in the 3RD schedule hereto and shall be proportionately liable for all taxes, costs, expenses and charges mentioned in the 6th schedule hereto. The Allottee shall be entitled to access/use the ultimate roof of the building for their use with the prior permission of the association.

38.1.15 Not to Alienate and/or let out the Car Parking :

The Allottee can not alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders and/or none but the Allottee and his or her nominee or tenant will be allowed to park their Cars at their Car Parking Space.

38.1.16 Indemnity:

- a) The Allottee shall keep the Owner/Vendor indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Owner/Vendor and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any misrepresentation of the

Allottees, negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

- b) The Allottee shall keep the Owner/Vendor indemnified of from and against all actions, proceedings, claims, demands, costs, charges and expenses proceedings made against or suffered by the Owner/Vendor and/or the Association (upon formation) relating to the matter of submitting TDS. , levied for their Apartment/Unit of the said Building/Project, mentioned in the Schedule hereunder written, to the concerned authority.

38.1.17 The allottee agrees that the Vendor/Owner may make amendments to the plans or layouts of the building/project as required for the execution of the project or as may be directed by the competent authorities. The allottee gives his/her/their consent for such amendments/changes provided that such changes shall not result in change of location of the unit (with respect to its direction on a given floor), lowering of the unit(with respect to its height above the ground), or reduction/addition of the carpet area more than 3%(three percent). In case, any change is proposed which adversely impact any of the aforesaid factors, separate, written consent from the allottee must be obtained.

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

The Owner/Vendor covenants with the Allottee and admits and accepts that:

38.2.1 **No Creation of Encumbrance:**

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

38.2.2 **Documentation for Loan:**

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

38.2.3 the owner/vendor will deposit

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

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

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

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

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

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

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

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

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

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ Rs.100/- (Rupees One Hundred only) per sq.ft. plus GST/taxes as applicable at the time of such nomination on the chargeable area of the said Apartment including the chargeable area of the servant quarter, if any, as and by way of nomination fees to the Owner/Vendor. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Owner/Vendor due to nomination by the Allottee shall be compensated by the Allottee to the Owner/Vendor by paying the agreed compensation equivalent to the income tax payable on such nomination. Such amount shall be payable by the Allottee on or before nomination.

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

40. Future Contingency and Covenant of Allottee:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Owner/Vendor may deem appropriate or as may be directed by appropriate authorities or as may be made by the Owner/Vendor keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Owner/Vendor in this regard, including but not limited to sign and/or execute documents and/or deeds as required by the Owner/Vendor or the competent authority as and when called upon by the Owner/Vendor without any claim demand demur or protest.

THE FIRST SCHEDULE ABOVE REFERRED TO:**PART - I****(PROJECT LAND)**

ALL THAT piece and parcel of a plot of Bastu land measuring about **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less , lying and situated at **K.M.C. Premises No.- 278/1, Netaji Subhas Chandra Bose Road, Kolkata-700047** District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of 24 South Parganas , together with all rights of easements and appurtenances, civil amenities and facilities in the said property, hereinafter called and referred to as the **SAID PREMISES** , which is butted and bounded as follows:-

ON THE NORTH :-20 ft wide Netaji Subhas Chandra Bose **By Road**

ON THE SOUTH:- 20 ft wide Netaji Subhas Chandra Bose **By Road** and Premises Nos. 300/3 & 300/4, Netaji Subhas Chandra Bose Road.

ON THE EAST:- Premises No. 282T & 282J Netaji Subhas Chandra Bose Road

ON THE WEST: - Premises No. 278 & 278A Netaji Subhas Chandra Bose Road

PART - II**(DEVOLUTION OF TITLE)**

- A. By virtue of Deed of Conveyance **being No. 4799 for the year 2012** , which was executed and registered on **13th day of June, 2012**, in the office of “**Additional District Registrar, Alipore**” and **recorded in Book No.- 1, CD Volume No. -21, Pages from 4148 to 4174, One M/S DIVJOT REALTIES PRIVATE LIMITED** (Income Tax PAN.- AADCD7493E), having its Registered office at 52/1, Sanatan Mistry Lne, Near Oriya Para Mandir, 2nd Floor, P.O.-Salkia, P.S.-Golabari, District-Howrah, PIN Code No.- 711106 (formerly at 9/12, Lal Bazar Street, P.O.- GPO-Kolkata, P.S.-LalBazar, Kolkata-700001, District- Kolkata), duly represented by one of its Directors namely **Mr. Sharwan Kumar Sharda(PAN-ACBPS9524J)**, son of Late Kameswar Prasad Sharda, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at 7C, Priyanath Mallick Road, P.O.- Bhawanipore, P.S.- Bhawanipore, Kolkata- 700 025, District- South 24Parganas ,herein referred to as the previous vendor, purchased against the valuable consideration from **Smt. Prema Devi Sanganeria, Mrs. Vandana Sanganeria, Sri Sanjeev Sanganeria, Smt. Sunita Sanganeria and Sri Mayank Sanganeria** , all that piece and parcel of a plot of Bastu land measuring about 13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty one) Sq. ft. more or less together with a two storied old dilapidated building , erected in the year 1965 comprising in covered area of each floor 3340 Sq. ft. i.e. total

covered area 6680(Six Thousand six Hundred Eighty) Sq. ft.(Cementing floor), lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047** under **Mouza-Khanpur**, J. L. No. -46, Touzi No.-151 and 152, R.S. No.-7, Pargana- Khaspur, comprised in C.S.Dag.Nos-70, 71, 72 and 73, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Patuli** (formerly Tollygunge , thereafter Jadavpur), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of 24 South Parganas , together with all rights of easements and appurtenances civil amenities and facilities in the said property together with all right of easements and appurtenances in the said premises, more fully and particularly described in the **Schedule** written hereunder and hereinafter referred to as the **SAID PREMISES** . Since being the lawful owner by dint of purchase, the aforesaid **M/S DIVJOT REALTIES PRIVATE LIMITED** was in peaceful khas possession of the said property without any interruption by paying all rent and taxes before the competent authorities and has been enjoying the said property, mentioned in the **FIRST SCHEDULE** written hereunder and hereinafter referred to as the **SAID PREMISES** , till date of sale to us, by mutating its name as the Owner in the records of the Kolkata Municipal Corporation which is free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner having good marketable title and has every right to transfer the same to anybody against valuable consideration prevailing in the market .

- B. After mutation for further development of the aforesaid plot of land, lying and situate at **K.M.C.Premises No. 278/1, Netaji Subhas Chandra Bose Road, Kolkata-700047**, the said **M/S DIVJOT REALTIES PRIVATE LIMITED** has obtained Sanction of **G+IV Storied Residential Building Plan being No. 2014100156, dated- 25-09-2014**, from the **Building Departments of the Kolkata Municipal Corporation, under Borough-X**
- C. Due to financial crisis and valid legal reason, the aforesaid previous owner **M/S DIVJOT REALTIES PRIVATE LIMITED** , sold, transferred, conveyed, assigned and granted against valuable consideration, to the Present Owner by name & style **MERIDIAN DEVCON PVT.LTD.** , having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.-Girispark, Kolkata-700006, District- Kolkata, duly represented by one its Directors namely **Sri Anil Gadia**, son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas, , all that piece and parcel of a plot of Bastu land measuring about **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, together with a two storied old dilapidated building erected in the Year 1965, comprising in covered area of each floor 3340 Sq. ft. i.e. total covered area 6680 (Six Thousand Six Hundred Eighty) Sq. ft.(Cementing floor), lying and

situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047,** District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Patuli** (formerly Tollygunge , thereafter Jadavpur), now within the jurisdiction of **Ward No.- 98 of the Kolkata Municipal Corporation,** in the District of 24 South Parganas , along with Sanctioned G+IV Storied Residential Building Plan being No. 2014100156, dated- 25-09-2014, issued by the Building Departments of the Kolkata Municipal Corporation, under Borough-X, together with all rights of easements and appurtenances, civil amenities and facilities in the said property, more fully and particularly described in the **FIRST SCHEDULE** written hereunder and hereinafter referred to as the **SAID PREMISES** , by virtue of another Deed of Conveyance **being No. 8318 for the Year 2016 ,** which was executed and registered on **26th day of December, 2016,** in the office of **“Additional District Registrar, Alipore”** and **recorded in Book No.- 1, Volume No. -1605-2016 , Pages from 225820 to 225862** and since being the lawful owner by dint of purchase, the aforesaid **Present Owner** is in peaceful khas possession of the said property without any interruption by paying all rent and taxes before the competent authorities and has been enjoying the said property, mentioned in the **FIRST SCHEDULE** written hereunder and hereinafter referred to as the **SAID PREMISES** , till date by mutating its name as the Owner in the records of the Kolkata Municipal Corporation which is free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner having good marketable title and has every right to transfer the same to anybody against valuable consideration prevailing in the market .By dint of purchase since being the lawful owner of the property mentioned herein above and hereunder written, the aforesaid **Owner/ Vendor/Developer** has peaceful khas possession of the said property without any interruption by paying all rent and taxes before the competent authorities and has been enjoying the said property by mutating its name as the owner in the Records of the K.M.C. till date.

- D. The said plot of land /premises are free from all encumbrances, mortgages, charges, liens, lispendens, attachments, leases, tenancies, occupancy rights, uses, debutters, trusts, claims and liabilities whatsoever and the Party of the One Part is the sole and absolute Owner thereof and no other person or persons has/have got any right, title and interest in the said premises in any manner or on any account, whatsoever.
- E. There is no notice of acquisition or requisition received or pending in respect of the said premises or any part thereof and the said premises does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.

- F. The land was never subject of any proceeding under the Bengal Restoration of Alienated Land Act (Act XXIII of 1937) or the West Bengal Acquisition and Settlement of Homestead Land Act (W.B. Act XV of 1969).
- G. The aforesaid Owner/the **Party of the One Part** , is well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area of **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047** , District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of 24 South Parganas , along with Sanctioned **G+IV** Storied Residential Building Plan **being No. 2014100156, dated- 25-09-2014**, issued by the Building Departments of the Kolkata Municipal Corporation, under Borough-X, together with all rights of easements and appurtenances, civil amenities and facilities in the said property, more fully and particularly described in the **FIRST SCHEDULE** written hereunder and hereinafter referred to as the **SAID PREMISES** , having good marketable title and has every right to transfer the same to anybody against valuable consideration prevailing in the market .
- H. Thus the Party of the One Part /Land Owner was desirous to do all lawful works required for implementation of the Development work either by itself and/or by other contractors appointed by the company and/or in any other manner the company considered fit and proper.
- I. The Party of the One Part /Land Owner had /has decided to develop the said project into a Residential Cum Commercial Complex with various modern facilities at its own cost and expenses and with its expertise, know-how and experience.
- J. Accordingly as per **Board Resolutions** passed by the Party of the One Part /Land Owner on **9th January, 2017**, the Board of Directors of the said company has decided that the development activities will be carried with its expertise under own guidance.
- K. The previous Land Owner had already obtained Sanction of **G+IV Storied Residential Building Plan being No. 2014100156, dated- 25-09-2014**, from the **Building Departments of the Kolkata Municipal Corporation**, under Borough-X and sold the same along with the said premises mentioned in the **FIRST SCHEDULE** hereunder written, to the present owner and in accordance with the said Building Plan , the Developer/Owner has already started to make construction of the Residential Cum Commercial Complex with various modern facilities on the said property measuring an area of **13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft.** more or less, lying and situated at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047** , District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police**

Station - Netaji Nagar (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of 24 South Parganas, more fully and particularly described in the **FIRST SCHEDULE** written hereunder.

- L. The aforesaid Owner herein executed a Deed of Gift in respect of Strip of Land admeasuring an area ofSq.mts. out of the said premises in favour of the K.M.C. and the same was registered in the office of A.D.S.R.-Alipore, South 24 Parganas, and it was recorded in **Book No.-I, Volume No.-....., Pages from..... to,being Deed No-....., for the Year.....**
- M. The construction of the Residential Cum Commercial Complex with various modern facilities, will be completed within the month of December 2020 with a grace period of 6(Six) months. The aforesaid condition shall also be subject to Force Majeure. Subject to the Purchasers making timely payment of all amounts and complying with all other obligations, if the Developer/Owner delays in delivering the possession beyond the grace period, for reasons other than Force Majeure, then the Owner/Developer shall become liable to pay to the Purchasers interest on the payments made by the Purchasers towards the Agreed Consideration for the period of delay @15 %(Fifteen Percent) per annum.
- N. The Owner/Developer has decided to sell the apartment/units along with the right to use of car parking spaces of the said building as well as proportionate share of the land to the Purchaser(s).
- O. The Owner/Developer framed the terms and conditions for sale of the apartment/units along with the necessary facilities installed in the building as well as the right to use of common areas and common spaces, of the said multi-storied building .
- P. The Owner/Developer invited offers from intending Purchaser of the said apartment/unit along with the proportionate share of land mentioned in the first schedule along with the right to use of **Multi-level Mechanical covered Car Parking Space** on the ground floor marked as No-.....
- Q. The Purchaser(s) have/has approached the Owner/Developer for selling the apartment/units along with the right to use of car parking spaces of the said building as well as proportionate share of the land lying and situate at **K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047**, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, **Present Police Station- Netaji Nagar** (formerly Tollygunge , thereafter Jadavpur, thereafter **Patuli**), now within the jurisdiction of **Ward No.-98 of the Kolkata Municipal Corporation**, in the District of 24 South Parganas, mentioned in the **FIRST SCHEDULE** .
- R. The Vendor/ Developer has agreed to sell and the Purchaser(s) has/have agreed to purchase **ALL THAT** One self-contained residential Apartment/Unit being No-,on the Floor of the Building, admeasuring an area of Sq. ft. Chargeable/Saleable area, comprising of Nos. of exclusive balcony/verandah measuring about.....Sq.ft.,

Carpet Area=.....Sq. ft. (excluding the area of the balcony / verandah) and Built-Up Area= Sq. ft., be the same a little more or less , consisting of ____ Bedrooms, 1(One) Dining cum Living room, ____ Toilets, 1(One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “Common Areas” , more fully mentioned and described in the **THIRD SCHEDULE** hereto, all hereinafter collectively referred to as the “**SAID APARTMENT**”, more fully mentioned and described in **Part - I of the SECOND SCHEDULE** hereto, Together with exclusive right to use of Nos. of Covered/Mechanical Car Parking Space being No.-..... on the Ground Floor of a Ground Plus Four Storied Residential Building, more fully mentioned and described in **Part - II of the SECOND SCHEDULE** hereto , Together with all rights of ingress and egress of the project which is known and identified as “ **MERIDIAN SHREE**”, constructed on the premises, measuring an area of 13 (Thirteen) Cottahs 2 (Two) Chittacks 21 (Twenty One) Sq. ft. more or less, lying and situated at K.M.C. Premises No.- 278/1 , Netaji Subhas Chandra Bose Road, Kolkata-700047, District Sub-Registrar Office and Additional District Sub-Registrar Office at Alipur, Present Police Station- Netaji Nagar (formerly Tollygunge , thereafter Jadavpur, thereafter Patuli), now within the jurisdiction of Ward No.-98 of the Kolkata Municipal Corporation, in the District of South 24 Parganas, which is morefully described in the **FIRST SCHEDULE**, hereinafter collectively referred to as the “**SAID PROPERTY**” which is free from all encumbrance, charges, liens, lispendences, attachments acquisitions and all other liabilities whatsoever at or the price of **Rs00,000/- (Rupees Lac) only.**

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART - I

(SAID APARTMENT)

DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

ALL THAT One self-contained residential Apartment/Unit **being No-,on the Floor** of the Building, **admeasuring an area of Sq. ft. Chargeable/Saleable/Net Usable Area** , comprising of Nos. of exclusive balcony/verandah measuring about.....**Sq.ft.(i.e.Carpet Area=.....Sq. ft. excluding the area of the balcony / verandah and Built-Up Area= Sq. ft. and), be the same a little more or less** , consisting of ____ Bedrooms, 1(One) Dining cum Living room, ____ Toilets, 1(One) Kitchen, Together with undivided proportionate impartible variable share in the land underneath the new Building and Together with the right to use and enjoy the pro rata share in the common areas, amenities and facilities of the Project with the other Allottees/Unit Owners, hereinafter collectively referred to as the “**Common Areas**” , more fully mentioned and described in the **FOURTH**

SCHEDULE hereto, all hereinafter collectively referred to as the “**SAID APARTMENT/UNIT**”, Together with exclusive right to use of Nos. of **Covered/Mechanical Car Parking Space** being No.- on the **Ground Floor** of a **Ground Plus Four Storied Residential Building**, more fully mentioned and described in **Part - II** of the **SECOND SCHEDULE** hereto, Together with all rights of ingress and egress of the project which is known and identified as “**MERIDIANSHREE**”, constructed on the premises, morefully described in the **FIRST SCHEDULE** herein above, hereinafter collectively referred to as the “**SAID PROPERTY**”.

Part – II

(SAID PARKING SPACE)

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

Right to Use No. of Free Car Parking Space.

Clarification on Parking Options mentioned above:

- **MECHANICAL PARKING SPACE(S)** shall mean Car Parking Spaces in or portions of the Ground Floor of the said premises under Mechanical Parking System (Dependent or Independent) that may be installed within the said building for parking of mid-sized motor cars and other light motor vehicles therein or thereat. The Owner /Vendor at the request of the allottee, may grant the right to use unidentified (upper or lower) mechanical car parking for a particular system for which the allottee is not entitled to raise any objection.
- Different types of parking options mentioned in the table above are explained / defined hereunder as follows:-
 - a) **Dependent Mechanical Car Parking System (Covered)** shall mean a electrically operated parking system installed within the said Building at Ground Floor and to be shared equally by two Car Owners wherein one car is dependent on the other car at the time of ingress and egress of parking of car in the system.
 - b) **Dependent Mechanical Car Parking System (Open)** shall mean a electrically operated parking system installed outside the said building within the said premises at Ground Floor and to be shared equally by the co-parking right holder wherein one car is dependent on the other car at the time of ingress and egress of parking of car in the system.
 - c) **Independent Mechanical Car Parking System (Covered)** shall mean a electrically operated system, installed within the said building at Ground Floor wherein the car is parked at the designated space automatically by the system after the car is parked at ground floor level and thus ingress and egress of car is not dependent on any other cars.
 - d) **Conventional Open Car Parking** shall mean a place where a Car can be parked within the said premises outside the said building manually from common driveway at Ground Floor of the said premises .

- e) The Allottee(s) understands that the Parking spaces options as mentioned herein above are limited and depending upon the preferences, choices and requirements of the Allottee(s) and the other co-Owner/s of the said Building. The Owner/Vendor shall at its own discretion earmark such parking spaces at the time of handing over its possession.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS, AMENITIES AND FACILITIES)

(Common Areas divided proportionately amongst the Apartment Owner/s)

- (a) Proportionate share of the land comprised in the said Premises attributable to all the residential apartments in the Project.
- (b) Both staircases of the building along with their full, half and quarter landings with stair covers on the ultimate roof.
- (c) 2 (two) elevators (passenger) along with lift shafts and the lobby in front of it on typical floors and Lift machine room, if any.
- (d) Common area lobby for egress and ingress.
- (e) Common toilets in the Ground Floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART – I

(TOTAL PRICE/CONSIDERATION)

The Total Price/Consideration for the Apartment is Rs. /- (Rupees only) (“**Total Price**”);-

PARTICULARS	Amount (Rs.)
(A) Consideration for the Apartment inclusive of cost of exclusive balcony or verandah and proportionate share of Common Areas.	
(B) Consideration for Servant Quarter (lumpsum)	N.A.
(C) Add: GST @12% on (A + B)	
(D) TOTAL PRICE = (A)+(B) + (C)	

PART - II**[PAYMENT AND SCHEDULE FOR EXTRAS AND DEPOSITS]**

Extras and Deposits charged on Chargeable Area Basis	Amount including GST (Rs.)	Time / stage of payment
Documentation Charges @Rs.30,000/- + GST @18%)		50% On Agreement and 50% On/before Possession on demand
Sinking Fund (@ Rs.48/- per sq. ft. + GST @18%)		On/before Possession on demand
Deposit for Advance one year Maintenance charges (@ Rs.48 per sq. ft. + GST @18%)		On/before Possession on demand
Individual Electric Meter Deposit as per actual on demand payable to CESC.		On/before Possession on demand

PART- III**[PAYMENT PLAN FOR TOTAL PRICE]**

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

NORMAL PAYMENT SCHEDULE				
SL.	Particulars	Apartment/unit Base Price (in Rs.)	GST Amount (in Rs.)	Total Amount (in Rs.)
1	Booking Amount (10%)			
2	On the date of execution of Agreement for Sale (10%)			
3	On Completion of foundation of the building booked (15%)			
4	On Completion of Second floor/slab casting of the building booked (15%)			
5	On Completion of Fourth floor/slab casting of the building booked (15%)			
6	On Completion of brickwork of apartment/unit booked (15%)			
7	On Completion of flooring of apartment/unit booked (15%)			
8	On Possession (5%)			
	Total=			

THE FIFTH SCHEDULE ABOVE REFERRED TO:**PART – I**

	<u>SPECIFICATIONS</u>
Foundation & Super Structure	Earthquake-resistant RCC framed structure
	<u>INTERNAL SPECIFICATIONS</u>
Wall finish	Internal walls with plaster of paris.
Flooring	Vitrified tiles in all bedrooms, living/dining rooms, Balcony/Verandah.
Kitchen	Granite platform.
	Floor made with Anti-skid tiles .
	Single stainless steel sink.
	Dado up to 2 feet above the counter/platform with Ceramic tiles
	Provision for installing exhaust fan/ chimney
	Electric points for refrigerator, microwave & water filter
Toilet	floor with anti-skid tiles
	Wall-hung modern WC of reputed brand.
	Tiles on the walls up to a height of 6 feet
	CP fittings of reputed brand
	Sanitary ware of reputed brand
	Electric points for geyser & exhaust fan.
	Provision for hot/cold water lines in all toilets.
Windows	Anodized aluminium sliding glass windows with integrated aluminium safety grills
Doors	Wooden Main door with night latch. All internal flush doors.
Electricals	Concealed copper wiring with switches(ISI marked)
	Door bell point at the main entrance door and Video Door Phone
	Adequate electrical points/switch boards in all bedrooms, living cum dining room, kitchen and toilet
	Cable T.V. & telephone points in living and dining rooms
	Washing Machine Point will be given.
	Air conditioner point with standard wiring in master bedroom. Other bedrooms will have provision for air conditioning point without starter, wires or switches.
	<u>EXTERNAL SPECIFICATIONS</u>
Structure	RCC
Elevation	Modern aesthetic elevation
Wall finish	Combination of cladding & high quality waterproof cement / textured paint.
Ground Lobby	Mix of marbles / granite / vitrified tiles on floor. Marble / Granite clad lift facia.
Staircase & Floor Lobby	Kota stone Tiles on staircases & floor lobby.
Elevators	2 lifts of OTIS / KONE or equivalent.
Water	Supplied from the K.M.C.
Security	CCTV at ground floor with 24×7 central security surveillance. Video

	door phone for each flat. Intercom connectivity flat to flat and flat to main security.
Fire fighting system	Adequate nos. of fire extinguishers to be in common areas.
Generator	Back-up for all common areas & services. Flats will have denoted capacity via Auto changeover. (For 2 BHK = 600 watts and 3 BHK = 800 watts)
Common lighting	Necessary illumination in all lobbies, staircases & common areas.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and common areas, gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the apartment/unit-Owner/s in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the apartment/unit-Owner/s in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the apartment/unit-Owner/s in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
5. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owner/Vendor or Association on its

formation.

8. **AMC:** AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.
9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

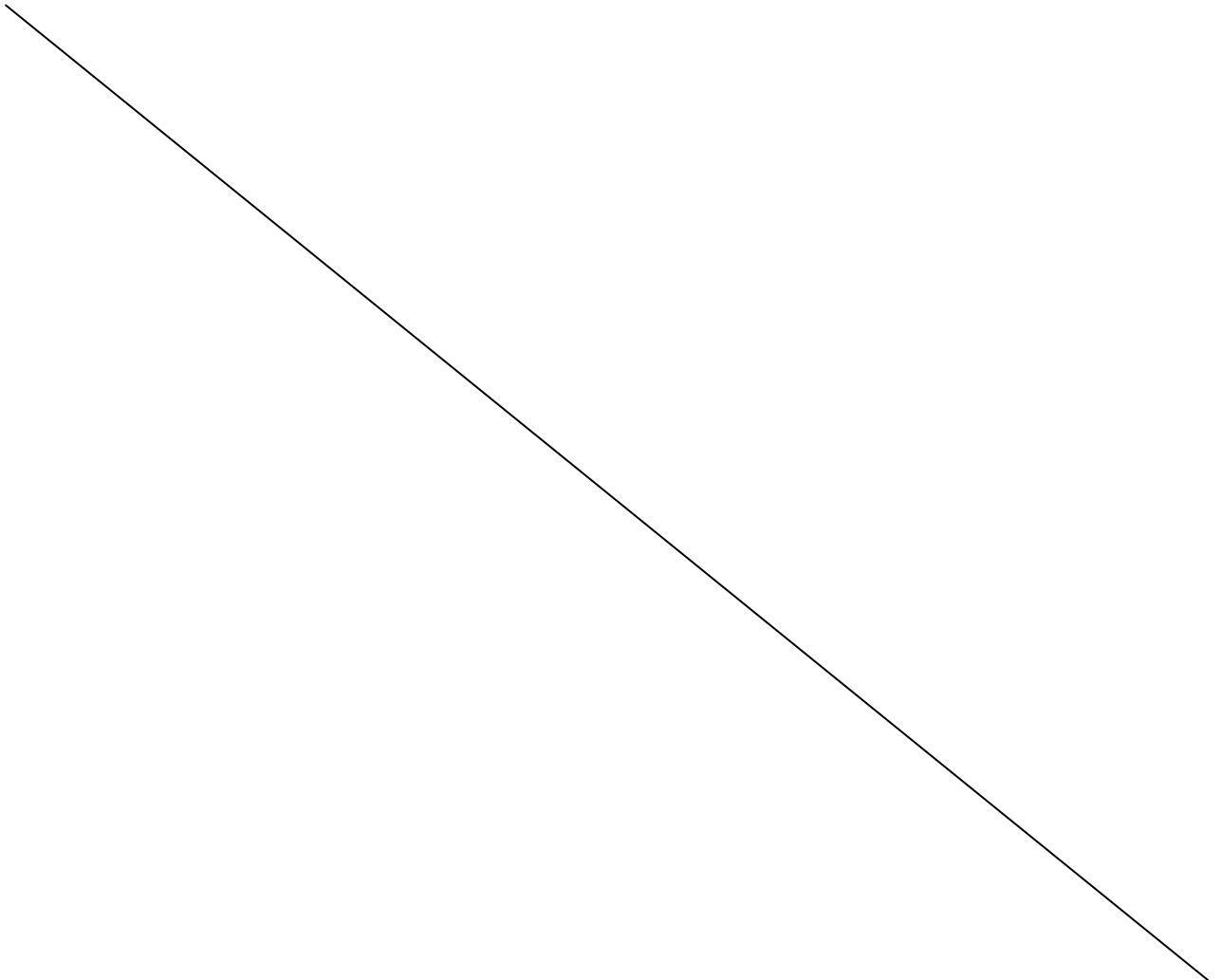
THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(Restrictions)

The Purchaser/Allottees(s) or the Unit Owner(s) shall not be entitled to –

- (i) Make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the Building and/or any internal addition, alteration and/or modification in or about the said unit save after obtaining necessary permission in accordance with the Building Regulations and save after complying with the Rules of the Maintenance Agency/ Association .
- (ii) Claim any right of preemption or otherwise regarding any of the other Units or any portion of the Building and/or the premises
- (iii) Make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of Common Portions and/or
- (iv) Make any claim of nature whatsoever against any person who has been granted any right by the Vendors in respect of the premises not effecting the rights hereby granted to the Purchaser nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
- (v) To alienate his/her/their/its Car Parking Space from the unit and will not let out the same to the outsiders and/or none but the Allottee and his or her nominee or tenant will be allowed to park their Cars at their Car Parking Space.
- (vi) Not to park or allow anyone to park any car and/or two wheelers at any place other than the space earmarked for parking car(s)and/or two wheelers of the respective Unit Owner/Purchaser/allotte(s);
- (vii) Not to use or allow to be used the said apartment/unit for any purpose other than residence;
- (viii) Not to raise any question regarding the quantum or apportionment of the expenses mentioned in **Fifth Schedule (Common expenses)** or any other matter or the basis thereof;
- (ix) Not to claim any right over and/or in respect of any open land at the premises or in any open or covered areas of the Building and the premises which is not meant to be a common area or

portion as per the Vendors or in any parking spaces other than that mentioned in **Part II of Second Schedule** ;

- (x) Not object to the user of the common area, amenities and facilities (mentioned in **Fourth Schedule**) by the other unit owners;
 - (xi) Not object to the Vendors, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grants rights to outsider/third parties against payment of consideration/charges to the Vendors installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the premises or on the roof of the Building and neither the unit owners(including the purchasers/allottees) nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.
 - (xii) Not to hinder, obstruct or object to the Vendor/Developer erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outsider/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the building and/or other areas in the building and/or the premises against payment of consideration/charges to the Vendors. Any revenue that may be earned, whether one time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Vendors exclusively and the purchaser or the association shall have not any claim regarding the same; and
- 

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED
VENDOR:**

FOR MERIDIAN DEVCON PVT.LTD

Affix a
Photo and
signed
across the
Photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE:**

Allottee 1:

Allottee 2:

Affix a
Photo and
signed
across the
Photograph

Allottee 2:

Affix a
Photo and
signed
across the
Photograph

At Kolkata in the presence of:

WITNESSES:

1. **Signature -**

Name _____
Address _____

2. **Signature -**

Name _____
Address _____

Drafted By :

Shek Ataur Rahaman (Advocate)
Alipore Judges Court
Kolkata - 700027
Regn No - WB/382/2000

MEMO OF CONSIDERATION

RECEIVED by the DEVELOPER/VENDOR from the within named PURCHASERS a sum of **Rs.**
 (**Rupees** **only**)
including taxes by Cheque drawn in favour of the Developer for Sale of the said Flat as per MEMO written
 hereunder as follows

SR.NO.	CHEQUE DATE	CHEQUE NO	BANK NAME	AMOUNT
1				
2				
3				
TOTAL				

SIGNED, SEALED AND DELIVERED

BY THE PARTIES AT KOLKATA

IN THE PRESENCE OF:

1)

2)

SIGNATURE OF THE LAND OWNER
VENDOR /DEVELOPER