

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this _____ day of _____, 2020

BY AND BETWEEN

(1) SRI PRODIP COOMAR, (PAN –), son of Late Benoy Pada Coomar, by faith – Hindu, by Nationality – Indian, residing at 4A, Rawdon Street, P.S. Shakespeare Sarani, Kolkata - 700017, **(2) SRI SUJIT COOMAR, (PAN –)**, son of Late Sudhirendra Commar, by faith – Hindu, by Nationality - Indian, residing at 106, Durgacharan Doctor Road, P.S. Taltala, Kolkata - 700014, **(3) SMT. SUDEBI COOMAR, (PAN –)**, wife of Late Subrata Coomar, by faith – Hindu, by

Nationality – Indian, residing at 112, Kalitala Road, Purbachal, P.S. Garfa, Kolkata – 700 078, **(4) SRI SAPTARSHI COOMAR, (PAN –)**, son of Late Subrata Coomar, by faith – Hindu, by Nationality – Indian, residing at 112, Kalitala Road, Purbachal, P.S. Garfa, Kolkata – 700078, **(5) SMT. SUVRA MALLICK, (PAN –)**, wife of Late Amarendra Mallick, by faith – Hindu, by Nationality – Indian, residing at 235/3/2, N.S.C. Bose Road, P.S. Tollygunge, Kolkata – 700047 and **(6) SMT. DEEPA NIYOGI, (PAN –)**, daughter of Late Ramesh Ghosh and Late Sandhya Ghosh, by faith – Hindu, by Nationality – Indian, residing at 74, Sarat Bose Road, P.S. Ballygunge, Kolkata – 700025, hereinafter collectively referred to as the **“OWNERS”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. All are represented by their lawful Constituted attorney **“MESSRS ECOPRIME HIGHRISES PRIVATE LTD.”, (PAN – AADCE1008J)**, incorporated under The Companies Act, 1956, having its place of business at No. 19A, Palit Street, P.O. & P.S. Ballygunge, Kolkata - 700 019, represented by its Authorised Signatory **MR. CHIRADEEP BHATTACHARYA, (PAN – AHTPB0194Q)**, son of Late Chiranjib Bhattacharya, by faith – Hindu, by Occupation - Business, by Nationality – Indian, residing at 45/26, Moore Avenue, P.O. & P.S. Regent Park, Kolkata – 700 040, as per the Resolution of the Board of Directors dated 05.07.2012, by virtue of a registered General Power of Attorney after registered Development Agreement executed on 23.05.2013 and registered on 05.08.2013, registered in the office of the Addl. Registrar of Assurances - III, Kolkata and recorded into Book No. IV, CD Volume No. 9, Pages from 7008 to 7023, Being No. 06228 for the year 2013

AND

“MESSRS ECOPRIME HIGHRISES PRIVATE LTD.”, (PAN – AADCE1008J), incorporated under The Companies Act, 1956, having CIN U70109WB2012PTC180811, having its place of business at No. 19A, Palit Street, P.O. & P.S. Ballygunge, Kolkata - 700 019, represented by its' Authorised Signatory **MR. CHIRADEEP BHATTACHARYA, (PAN – AHTPB0194Q)**, son of Late Chiranjib Bhattacharya, by faith – Hindu, by Occupation - Business, by Nationality – Indian, residing at 45/26, Moore Avenue, P.O. & P.S. Regent Park, Kolkata - 700040, as per the Resolution of the Board of Directors dated 12.07.2019, (hereinafter referred to as the **PROMOTER/DEVELOPER**, which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Managing Directors, Board of Directors, Legal Representatives, Office Bearers, Administrators, Representatives, Successor in title and the assigns) of the **SECOND PART**

AND

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

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

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

(a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of

2017), as amended and/or substituted;

- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;
- (d) "**Section**" means a section of the Act;

WHEREAS on 6th day of February 1940, one Smt. Monmohini Coomar purchased all the piece and parcel of land comprising an area of 1 (One) Bigha 4 (four) Cottahs and 8 (Eight) Chittacks little more or less situated and lying at and being Municipal Premises No.4, Rawdon Street, Kolkata – 700017, P.S. Shakespeare Sarani from Arathoon Mackertoon Arathoon which was registered at the office of the Registrar of Assurances, Calcutta , in Book No. 1, Volume No. 45, at pages 12 to 17, Being No. 386, of 1940.

AND WHEREAS the said Smt. Monmohini Coomar purchased the said property with her own money, but her instance, the name of herself and her husband and benamdar, Sri Benoy Pada Coomar was inserted in the said Conveyance as Purchasers.

AND WHEREAS Sri Benoy Pada Coomar, the husband of said Smt. Monmohini Coomar, executed and registered a Deed of Release in favor of his wife Smt. Monmohini Coomar on 25th day of September, 1957, and by virtue of the Deed of Release Smt. Monmohini Coomar became the absolute owner of 4, Rawdon Street, Kolkata – 700017, P.S – Shakespeare Sarani, comprising an area of 1 (One) Bigha 4 (Four) Cottahs and 8 (Eight) Chittacks little more or less.

AND WHEREAS, on 9th day of June, 1966, Smt. Monmohini Coomar made a Declaration of Trust which was duly registered with the Registrar of Assurances Kolkata, by Book No 1, Vol. No 58, Pages 164 to 169, Being No. 2967, in favor of her minor son, **SRI PRODIP COOMAR**, and appointed herself as a settler and Trustee of the said "**PRODIP COOMAR TRUST**" wherein, inter alia all that portion of 4, Rawdon Street, Kolkata – 700016 consisting of an old residential house and servant's quarters with movables bounded by

ON THE NORTH - A.M Arathoon

ON THE EAST - Rawdon Street

ON THE SOUTH - Short Street

ON THE WEST - Portion of 4, RAWDON STREET,

measuring Twelve and Half Cottahs comprising mostly of garden and one storey structure. And thus, the original premises 4, Rawdon Street 1 (One) Bigha 4 (Four) Cottahs and 8 (Eight) Chittacks little more or less was separated into two Municipal holding numbers and two separate premises into 4, Rawdon Street, Kolkata – 700017, P.S. Shakespeare Sarani, comprising an area of 12 (Twelve) Cottahs, consisting of an old residential house and servants quarters and 7B, Short Street, Kolkata – 700017, P.S. Shakespeare Sarani, comprising an area of 12 and a half Cottahs, comprising mostly of garden and one – storied structure.

AND WHEREAS the said Smt. Monmohini Coomar died intestate on 10th February, 1984 leaving behind the following legal heirs and successors who have inherited the above immovable property by virtue of Dayabhaga School of Hindu Law and Indian Law of Succession: - (a) Late Sudhirendra Coomar, son of Late Benoy Pada Coomar and Smt. Monomohini Coomar, whose wife Smt. Shiborani Coomar predeceased her husband and is represented by their only son and successor, Sri Sujit Coomar, grandson of Smt. Monomohini Coomar, (b) Late Samarendra Coomar, whose wife, Late Maya Coomar, and only son, Late Subrata Coomar, died intestate, leaving behind their successors, Mrs. Sudebi Coomar, wife of Late Subrata Coomar and his only son, Sri Saptarshi Coomar, (c) Late Sandhya Ghosh, wife of Late Ramesh Ghosh and daughter of Late Benoy Pada Coomar and Late Monomohini Coomar, represented by their only successor, Mrs. Deepa Niyogi, wife of Sri Kumar Niyogi, (d) Smt. Suvra Mallick, wife of Late Amarendra Mallick, and daughter of Late Benoy Pada Coomar and Late Monomohini Coomar (e) Sri Prodip Coomar, the youngest son of Late Benoy Pada Coomar and Late Monomohini Coomar. Thus the successors of Late Monomohini Coomar became the joint owners in respect of the Said Property having share holding as follows:

Sri Prodip Coomar	:	20% share and interest;
Sri Sujit Coomar	:	20% share and interest;
Smt Suvra Mallick	:	20% share and interest;
Smt Sudebi Coomar	:	10% share and interest;
Sri Saptarshi Coomar	:	10% share and interest;
Smt Deepa Niyogi	:	20% share and interest;

AND WHEREAS All That Land measuring more or less 12 (Twelve) Cottahs 8 (Eight) Chittacks approximately, being K.M.C. Premises No.7B, Short Street, Kolkata – 700017, P.S. Shakespeare Sarani, for the sake of brevity herein after called and referred as the SAID PROPERTY/SAID PREMISES more fully and particularly mentioned in the First Schedule herein after mentioned within the limits of Kolkata Municipal Corporation Ward No.63, hereinafter referred to as the “Said Property”.

- A.** The Owners have decided to develop the said premises by constructing multi-storied building, commercial as well as residential as aforesaid and were in search of a Promoter/Developer and the Promoter/Developer herein having come to know the desire of the Owners, approached the Owners, after being fully satisfied with their title to develop the said premises.
- B.** In pursuance of the same, the Promoter/Developer in its meeting of the Board of Directors dated 15th May 2013, took a Resolution to develop the said premises by raising the said basement, ground plus five storied building on the said premises in the said premises at its own cost and expense and empowered Sri Chiradeep Bhattacharya, one of its Directors to negotiate and settle the terms of the development of the said premises, and on such terms and conditions to execute and register the necessary agreements to that effect, for development of the said premises which the parties hereto have agreed on the terms and conditions hereinafter appearing.

- C.** In the premises, a Development Agreement dated 22nd May, 2013, executed by and between the Owners and Promoter/Developer for development of the said premises for the consideration and on the terms and conditions more particularly mentioned in the said Development Agreement which was registered in office of the ARA - II, Alipore, South 24 Parganas and recorded in Book No. I, CD Volume No. 24, Page from 3922 to 3960, Being No. 07914 for the year 2013.
- D.** Pursuant to and in terms of the said Development Agreement, the Owners executed a General Power of Attorney dated 15th April, 2013 in favour of Sri Chiradeep Bhattacharya inter alia, for the development of the said premises authorizing the Promoter/Developer do various acts, deeds and things more particularly mentioned in the said registered Power of Attorney which was registered in the office of the ARA - III, Alipore, South 24-Parganas and recorded in Book No. IV, CD Volume No.9, Page from 7008 to 7023, Being No. 06228 for the year 2013.
- E.** The Owners by virtue of the said registered Power of Attorney authorized the said Sri Chiradeep Bhattacharya, one of the Directors of the Promoter/ Developer, inter alia, authorizing him to take all steps to develop the said premises and also to deal with dispose of the Developer's allocation on such term as the Promoter/Developer may decide.
- E.** The Promoter/Developer after preparing the plans on behalf of the Owners submitted to the Kolkata Municipal Corporation for sanction of a basement, Ground plus five storied partly commercial and partly residential building of the said premises comprising of different sizes of flat/s, unit/s, office spaces, show rooms, semi commercial, commercial area, common areas, covered and open Car Parking Spaces and other areas with common areas and facilities etc. and accordingly the basement, Ground plus five storied partly commercial and partly residential building plan has been sanctioned vide Sanction Building Permit No. 2014070180 dated 31.01.2015 duly sanctioned by The Kolkata Municipal Corporation Borough Office – VII, in respect of the said premises.
- F.** The Promoter/Developer agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- G.** The Promoter has commenced construction of the Residential cum commercial Building as aforesaid having flats and Residential Units of various sizes and car parking spaces as aforesaid ("**Project**").
- H.** That after sanctioning the building plan both the Owners and the Promoter/ Developer executed and signed a Supplementary Agreement on 5th February, 2015 between themselves for the clear distribution and demarcation of both the allocations.

- I. The Promoter has registered the Project under the provisions of the Act with the Regulatory Authority at Kolkata on _____ under registration no. _____;
- J. That the Flat and Car Parking Space as mentioned in the SCHEDULE - B below are of Developer's allocated portion of which the **DEVELOPER** shall receive the entire sale proceeds i.e. consideration amount from the intending Purchaser(s) herein.
- K. The Allottee applied for a residential Unit/*Apartment* in the Project vide Application No. _____ dated _____ and has been allotted the **Flat No. _____** having carpet area of square feet and Exclusive Balcony/Verandah having an area of _____ **Square Feet** aggregating to **net area of _____ Square Feet** corresponding to **super built-up area of _____ (_____) Sq.ft. more or less** on _____ floor in the Building ("**Unit**") along with one number of covered/open Car Parking Space being No. ... at the ground level of the Land in the Building measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less ("**Garage**") as permissible under the applicable law and of pro rata share in the Common Areas as defined under clause (m) of Section 2 of the Act (**defined hereinafter**) more particularly described in **Schedule B** and the floor plan of the Residential Units annexed hereto and marked as Annexure 'A'(the Unit and Garage, if applicable, hereinafter collectively referred to as the "**Residential Unit**");
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. [Para H in Annexure A]
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project. [Para J of Annexure A]
- N. 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; [Para K of Annexure A]
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Residential Unit on ownership basis and the car parking space as specified in Recital I as also in Schedule B as well as in para K.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Residential Unit specified in Recital I as also in Schedule B read with para K.

1.2 The Consideration for the Residential Unit based on the carpet area is Rs. _____/- (Rupees _____) only plus applicable Goods and Service Tax (GST) thereon and in addition thereto the Extras and Deposits plus applicable GST thereon (all hereinafter collectively referred to as "**Total Price**"). The details of the Total Price of the Residential Unit are as follows:

1.2.1 The Consideration for the Residential Unit based on carpet area is Rs. _____/- (Rupees _____) only (hereinafter referred to as "**Consideration for Residential Unit**"):

Residential Unit No. ____ Floor %%%	Rate of Residential Unit per square foot of carpet area : Rs. _____/-
Cost of Residential Unit	Rs. _____/-
Cost of Car Park	Rs. _____/-
Consideration for the total residential Unit	Rs. _____/-

1.2.2 **Extras and Deposits:** The Total Extras and Deposits payable by the Allottee to the Promoter are on the account of as detailed in Clause 35.7 below (hereinafter referred to as "**Extras and Deposits**"):

1.2.3 **Total Tax:** The GST or other similar taxes on the Consideration for the Residential Unit and the Extras and Deposits shall be as per the applicable rates from time to time and the Allottee undertakes and confirms to pay the same to the Promoter with each installment/payment and shall not raise any objection thereto.

Explanation: *[page 42 of the Rule]*

- (i) *The Total Price of Residential Unit above includes the booking amount paid by the Allottee to the Promoter towards the Residential Unit;*
- (ii) The total consideration for the Residential Unit and the Extras and Deposits as mentioned in clauses 1.2.1 and 1.2.2 above and the Total Tax payable by the Allottee to the Promoter as mentioned in 1.2.3 above (i.e., the Total Price) includes Taxes

(consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Residential Unit to the Allottee after obtaining the completion certificate from the Kolkata Municipal Corporation and the Project to the Association of the Allottees or the competent authority, as the case may be after obtaining the completion/occupancy certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) *The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2 and its sub-clauses above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;*
- (iv) *The Total Price includes recovery of price of indivisible proportionate share of appertaining land and the land underneath the building under construction and construction of [not only the Residential Unit but also proportionately] the Common Areas, internal development charges, external development charges, taxes, costs of providing electric wiring, electrical connectivity to the Residential Unit, lift, waterline and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the [Residential Unit] and the Project.*
- (v) **Stamp Duty and Registration fee:** The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.
- (vi) **TDS:** If applicable tax deduction at source (TDS) under the Income Tax laws is deducted by the Allottee on the Consideration for Residential Unit payable to the Promoter, the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper

evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under these presents and the amount thereof shall be treated as outstanding.

- 1.3.1 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment of the Consideration for Residential Unit mentioned in clause 1.2.1 above as per the payment plan set out in **Schedule C ("Payment Plan")** along with the taxes payable thereon.
- 1.5 The Promoter may allow, in its sole discretion a rebate for early payments of installments payable by the Allottee by discounting such early payments by such amount as decided by the Promoter and for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/revised building plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Residential Unit, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate

prescribed in the Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of the Residential Unit allotted to Allottee which is not more than three percent of the carpet area of the apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2.1 of this Agreement.

1.8 Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Residential Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership rights of the Unit and the Car Park;
- (ii) The Allottee shall also have the right of use of undivided proportionate share in the rights of the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the Computation of the price of the Apartment includes inter-alia recovery of price of indivisible proportionate share of appertaining Land and the Land underneath the Building, construction of the Residential Unit, the Common Areas, internal development charges, external development charges, taxes, costs of providing electric wiring, electrical connectivity to the Residential Unit, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing initial infrastructure necessary for other facilities, amenities and specifications to be provided within the Residential Unit and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and his Residential Unit, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Residential Unit along with the Car Park shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Residential Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for

water or electricity, maintenance charges, including mortgage loan and interest on mortgages if taken by the Promoter or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Residential Unit to the Allottee, the Promoter 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 therefor by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. ___/- (Rupees _____ only) as the Booking Amount being part payment towards the Total Price of the Apartment and the applicable GST at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Residential Unit as prescribed in the Payment Plan (Schedule C) as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT: [as per pg. 44 of the Rule]

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of EMPOWER HEIGHTS PVT. LTD. payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES: [as per pg. 44 of the Rule]

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

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter 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 Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter 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 Residential Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: [pg. 44 in the Rule]

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

5. TIME IS ESSENCE: [pg. 45 in the Rule]

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Residential Unit to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be and the Allottee shall abide by the time schedule for payment in the manner as stated in Schedule C hereunder.

6. CONSTRUCTION OF THE PROJECT/RESIDENTIAL UNIT [pg. 45 in the Rule]

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Residential Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in Schedule D and Schedule E hereunder) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the such authorities and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE RESIDENTIAL UNIT/PLOT: [pg. 45 in the Rule]

7.1 Schedule for possession of the Residential Unit

The Promoter agrees and understands that timely delivery of possession of the Residential

Unit to the Allottee and the Common Areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Residential Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on2020, unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Residential Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession

Upon obtaining the completion/occupancy certificate from the competent authority and subject to the Allottee is not in breach of any of his obligations under this Agreement, the Promoter shall offer in writing the possession of the Residential Unit, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion/occupancy certificate upon making payment of the Total Price including the Extras and Deposits for the Residential Unit and the Total Tax and in the absence of local law, the deed of Conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate subject to the Allottee having made payment of the aforesaid amounts to the Promoter and further paying the applicable stamp duty and registration fee directly to the concerned authority and allied expenses to the Promoter for arranging registration of the conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Promoter/Association of allottees, as the case may be, taxes and other outgoings mentioned hereunder after the issuance of the completion certificate for the Project.

The Promoter shall hand over the photo copy of the completion/occupancy certificate of the Building to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take Possession of Residential Unit**

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Residential Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as required as prescribed in this Agreement and the Promoter shall give possession of the Residential Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall, in addition to making payment of interest at Applicable Interest Rates to the Promoter on the unpaid amount, continue to be liable to pay Maintenance Charges, taxes and other outgoings in respect of the Residential Unit as specified in Clause 7.2.

7.4 **Possession by the Allottee**

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

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

7.5 **Cancellation by Allottee [As per pg. 46 of the Rule]**

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/withdraw from the project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit an amount equal to the Booking Amount paid by the allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

7.6 **Compensation**

The Promoter/ Owner 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 the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Residential Unit/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 or (ii) due to

discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Residential Unit with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Residential Unit/Unit which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER : [As per pg. 46 of the Rule]

The Promoter and the Owners hereby represents and warrants to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the Land. The Promoter has requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Residential Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Residential Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Residential Unit and Common Areas;
- (vi) The Promoter 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 prejudicially be affected;
- (vii) The Owners/Promoter 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 said Land, including the Project and the said Residential Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any

manner whatsoever from transferring the ownership rights of the Residential Unit to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the Deed of Conveyance the Promoter shall hand over lawful, vacant peaceful, physical possession of the Residential Unit to the Allottee and the Common Areas to the Association of allottees subject to the same being formed or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of apartment, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be. and shall pay proportionate share thereof attributable to the Residential Unit till the period mentioned in the intimation notice to the Allottee to take possession of the Residential Unit; and
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property (should be 'property' in lieu of 'Land')) has been received by or served upon the Owner/Promoter in respect of the Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES: [As per pg. 47 of the Rule]

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

- (i) Promoter fails to provide ready to move in possession of the Residential Unit to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Residential Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or

Regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the sale of the Residential Unit along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Residential Unit, which shall be paid by the Promoter 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 any of the payments within the due dates for consecutive demands made by the Promoter as per the Payment Plan mentioned in Schedule C hereunder, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond ___ consecutive months written in Annexure A] after notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Residential Unit in favour of the Allottee and refund the money paid to Promoter by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

10. **CONVEYANCE OF THE SAID RESIDENTIAL UNIT: [pg 48 of Annexure-A]**

The Promoter on receipt of Total Price of the Apartment as mentioned in clause 1.2 and sub-clauses 1.2.1, 1.2.2 and 1.2.3 under the Agreement from the Allottee, shall execute a

Deed of Conveyance and convey the title and ownership rights of the Residential Unit together with the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottee.

Provided that, in the absence of any local law, the Deed of Conveyance under this section in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the deed of conveyance in his/her favour till payment of stamp duty and registration fee to the concerned authority and allied expenses to the Promoter is made by the Allottee. It being agreed that payment of stamp duty and the registration charges in relation to the Residential Unit and/or Common Areas shall be the liability of the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/ PROJECT: [pg 48 of Annexure-A]

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance for 12 months has been included in the Total Extras and Deposits as mentioned in clause 35.7.

12. DEFECT LIABILITY: [pg.48 of Annexure-A]

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 Promoter as per the Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartment Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building.

13. RIGHT TO ENTER THE RESIDENTIAL UNIT FOR REPAIRS: [pg.48 of Annexure-A]

The Promoter/maintenance agency/Association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for

providing necessary maintenance services and the Allottee agrees to permit the Promoter/ Association of allottees and/or maintenance agency to enter into the Residential Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE: [pg.48 of Annexure-A]

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project **(project name)**, shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Promoter until formation and handing over the maintenance to the Association of allottees formed by the Allottees and thereafter for use by the Association of allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE RESIDENTIAL UNIT: [pg.48 of Annexure-A]

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Residential Unit 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 Residential Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Residential Unit and keep the Residential Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/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, Building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Residential Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Residential Unit.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical load obtained by the Allottee for the Residential Unit from the Promoter/electricity service provider. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES [Pg. 49 of Annexure-A]**

The Parties are entering into this Agreement for the allotment of a Residential Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17 **ADDITIONAL CONSTRUCTIONS [Pg. 49 of Annexure-A]**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities without prior permission and approval from the competent authority(ies) and as provided in the Act and the clauses below.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: [Pg. 49 of Annexure-A]**

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

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT): [Pg. 49 of Annexure-A]**

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of various laws/ regulations as applicable in the State of West Bengal [Here the name of the Apartment Ownership Act is asked to be inserted in Annexure-A]. The Promoter showing compliance of various laws/ regulations as applicable in the State of West Bengal.

20. **BINDING EFFECT: [Pg. 49 of Annexure-A]**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and pays the requisite stamp duty and registration fee required for registration of this agreement to the registration authorities and allied expenses to be incurred to the Promoter for registration of this agreement within 30 (thirty) days from the date of receipt of the draft of this agreement by the Allottee and secondly, appears for registration of the same before the concerned Registering Authority at Kolkata within the jurisdiction as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registering Authority, Kolkata for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee, for rectifying the default, which if not rectified within 30 (thirty) days from the

date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee, in connection therewith including the booking amount shall be returned by the Promoter to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT: [Pg. 50 of Annexure-A]

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 Residential Unit.

22. RIGHT TO AMEND: [Pg. 50 of Annexure-A]

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:
[Pg. 50 of Annexure-A]**

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 Residential Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Residential Unit, in case of a transfer, as the said obligations go along with the Residential Unit for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE: [Pg. 50 of Annexure-A]

24.1 The Promoter 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 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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the-case of other Allottees.

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

25 SEVERABILITY: [Pg. 50 of Annexure-A]

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to

conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: [Pg. 50 of Annexure-A]

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

27 FURTHER ASSURANCES [Pg. 50 of Annexure-A]

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

28 PLACE OF EXECUTION [Pg. 50 of Annexure-A]

The execution of this Agreement shall be completed only upon its execution by the Promoter and the Owners through their respective authorized signatories at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter, the Owner and the Allottee in Kolkata after the Agreement is duly executed by the Allottee, the Owner and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registering Authority at Kolkata within the jurisdiction.

29 NOTICES [Pg. 51 of Annexure-A]

That all notices to be served on the Allottee, the Promoter and the Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee, the Promoter or the Owner by Speed Post/Registered Post at their respective addresses specified below:

_____ (Name of Allottee)

_____ (Allottee Address)

M/s _____ (Promoter Name)

_____ (Promoter Address)

M/s _____ (Owner Name)

_____ (Owner Address)

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

30 **JOINT ALLOTTEES: [Pg. 51 of Annexure-A]**

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

31 **SAVINGS: [Pg. 51 of Annexure-A]**

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

32 **GOVERNING LAW: [Pg. 51 of Annexure-A]**

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

33 **DISPUTE RESOLUTION: [Pg 51 of Annexure-A]**

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 as amended from time to time.

Disclaimer : The terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and Rules and Regulations made thereunder]

SCHEDULE – A ABOVE REFERRED TO**SAID LAND**

ALL THAT Land measuring 12 (Twelve) Cottahs 8 (Eight) Chittacks be the same a little more or less whereon a new basement, Ground plus Five storied building is standing erected as per sanctioned building plan, known as K.M.C. **Premises No. 7B, Short Street, Kolkata - 700017**, under Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation Ward No.63 and the said property butted and bounded by :

ON THE NORTH : 3, Rawdon Street;
ON THE SOUTH : Short Street;
ON THE EAST : 4, Rawdon Street;
ON THE WEST : 7/1, Rawdon Street.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

SCHEDULE – B ABOVE REFERRED TO

ALL THAT one complete residential **Flat No. ...** , having carpet area of square feet and Exclusive Balcony/Verandah having an area of ____ **Square Feet** aggregating to **net area of _____ Square Feet** corresponding to **super built-up area of _____ (_____) Sq.ft. more or less** situated on the **Floor, side** of the basement, Ground plus five storied building consisting of Bed Rooms, one Drawing-cum-Dining Space, one Kitchen, Toilets and one Balcony togetherwith **one Car Parking Space being No. ...** on the **Ground Floor** of the said building measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less situated at K.M.C. **Premises No. 7B, Short Street, Kolkata - 700017**, under Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation Ward No.63, District - Kolkata **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the right to use and enjoy common areas and facilities of the land and building constructed on the said premises described in the **SCHEDULE – A** herein above written. The said Flat/Unit No. together with one covered Car Parking Space No. has been shown in the annexed plan by Red border line.

For the purpose of registration, the Built-up area of the said Unit is _____ sq. ft. (built up area means Carpet area with external walls of the said unit and internal walls within the Unit) Provided that the if any external wall is common between two Residential Units then only one-half area of such wall shall be taken into account for determining the Built-up area.

SCHEDULE – C ABOVE REFERRED TO
Payment Schedule

On Booking/Agreement	10% of Total Consideration
On Completion of Piling	11% of Total Consideration
On Casting of Basement Raft	11% of Total Consideration
On Casting of Deck Level	11% of Total Consideration
On Casting of 1st Floor Roof	11% of Total Consideration
On Casting of 6th Floor Roof	11% of Total Consideration
On Casting of 11th Floor Roof	10% of Total Consideration
On Casting of ultimate Roof	10% of Total Consideration + VRV Charges/ split ac charges
On Commencement of Lift installation Work	10% of Total Consideration
On Possession	5% of Total Consideration

SCHEDULE – D ABOVE REFERRED TO
[Specifications, Amenities, Facilities of the Residential Unit]
SPECIFICATIONS

Component	Brand/ Specification	
STEEL	SAIL or similar make	
CEMENT	Lafarge, Ultratech, or similar make	
STRUCTURE	Proper foundation to be made as per drawing given by the structural engineer and architect	
BRICKWORK	External walls will be 8 to 10", Internal walls to be 5" thick after plastering	
TERMITE TREATMENT	Termite treatment to be provided	
FLOORING	Marble/ Tiles to be provided in the flooring of the flats	Non Skid tiles to be provided in the flooring of the bathroom and the kitchen
DOOR FRAMES	All to be of 4" x 2.5" Malaysian Sal	

DOORS	Internal doors will be 35mm thick with bronze hinges.	External doors will be solid teak panel doors
LOCKS	All locks will be Godrej or of similar make	
WINDOWS	Windows to be of high gauge aluminum sliding with Saint Gobain or similar quality glass of 6mm thickness	
WALL (INSIDE)	To be covered with JK /Birla or similar putty	
WALL (TOILET)	Toilets to be covered with good quality branded ceramic tiles upto to door lintel level.	
WALL (OUTSIDE)	External acrylic paint of superior brand such as Asian/ Berger or similar brand. And stone or artificial cladding to be used for superior look.	
PLUMBING	All bathrooms to be fitted with Kohler or similar brand fixtures and fittings.	
WATER PROOFING	Adequate water proofing will be done in all toilets, roof, over head underground tank, lift pit and planters if any.	
ELECTRICAL	Concealed wiring to be provided with ISI copper wire such as Finolex, Havells or similar make	
SWITCHES\ MCB\ DB	All to be Le Grande, Havells or similar make	
INTERCOM	Intercom and CCTV's to be provided	
LIFT	Kone, Otis, or similar make to be provided	
FIRE FIGHTING	Adequate fire fighting arrangements will be there as per requirements of West Bengal State Fire Services.	
GENERATOR	Generator to be provided	
LIGHTING	Adequate lighting arrangements with decorative fittings to be provided at the gate, pathway and around the building for security.	

SCHEDULE – E ABOVE REFERRED TO**[Common Areas and Installations]**

1. Staircase, lobby and landings of white cement terrazzo/mosaic/natural stone flooring having windows with standard section of aluminum/steel and glass panes with stair cover on the ultimate roof.
2. Electrical wiring in copper conductors and fittings and fixtures for lighting the staircase lobby and landings and operating lift and other electrical installations.
3. Lift and its accessories.
4. Common water reservoirs, overhead tank with distribution pipes therefrom connecting to different units and from the underground water reservoir to the overhead tank.
5. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Housing Complex including treatment plant.
6. Demarcated portion of ultimate roof for use by the occupants of the Housing Complex.
7. Paths, passages and driveways in the Housing Complex other than those reserved for parking of motor cars or marked by the Developer exclusive to any Unit or Co-owner.
8. Transformer, electrical sub-station and their accessories and distribution cables, provided for supply of electricity in the Housing Complex and room, in the ground floor.
9. Electrical installations with main switch and meter room.
10. Drains and sewers from the Housing Complex to the Corporation drains.
11. Stand by diesel generator set, its panel and accessories and room, for installing the same.
12. Water pump with motor and underground water reservoir in the Demarcated portion with water distribution pipes to the overhead tank of each block room, if any, for installing the water pump and motor.
13. Tube well with pumps and auto starting system.
14. Boundary walls and main gate to the Housing Complex.
15. Fire Fighting system with all equipments in the Building.
16. Common toilet/s at ground floor.
17. Administrative cum caretaker's Room.
18. Intercom system.
19. Lift pits, Chute and Machine room of the lifts comprised in the building.
20. Right of egress and ingress of Car through the open space of the premises.

**SCHEDULE – F above referred to
(Maintenance Expenses/Common Expenses)**

- | | |
|--------------------------|------------------------------------|
| CESC Transformer Charges | : - On Actual |
| CESC Security Charges | : - On Actual (for electric meter) |

Generator Connection	: - Rs. _____ /- per extra K.V.A.
Sinking Fund	: - Rs. ____ /- per Sq. Ft.
Municipality Deposit	: - For 12 months @ Rs.2/- per Sq. Ft.or on actual
Legal Charges	: - To be decided
Maintenance Charges upon by Association	: - For 12 months @ Rs. 4/- per sq.ft or as agreed
First Nomination Charges	: - Rs. 50,000/-
Second Nomination Charges	: - Rs. 75,000/-
Association Formation Fees	: - To be decided

SCHEDULE – G ABOVE REFERRED TO

[Common Rules]

The Allottee shall not:

- 1.1 Partition and/or sub-divide and/or demolish and/or damage the said Residential Unit and/or the Car Parking Space.
- 1.2 Ever cover or close or permit the covering or closing of the open lounges, lobbies, passages, corridors, any of the open areas including those comprised in the said Residential Unit and/or comprising the Common Areas and Facilities etc. with grills or otherwise, and shall at all times keep them in the same manner as they will be delivered by the Developer, and also shall not alter the elevation and/or the outside colour scheme of the exposed walls of the said Residential Unit, lounges, passages, corridors, any of the areas comprising the Common Areas And Facilities etc., and/or any external walls and/or both the faces of the external doors and windows of the said Residential Unit and/or the external walls of the Building(s), which in the opinion of the Developer *inter alia* differs from and/or is in deviation from and/or may effect the colour scheme of the Building(s) and/or the elevation thereof, such opinion of the Developer being final and binding on the Allottee.
- 1.3 Damage the Building(s) or the common portions, amenities, facilities or any of the other Residential Units by making any alterations or withdrawing any support or otherwise.
- 1.4 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse or dirt within/at the said Residential Unit and/or at any part or portion of the said Premises and/or the Building(s) and/or in/at any of the areas comprising the CommonAreas And Facilities, save at the places earmarked therefor.
- 1.5 Keep/place/leave or permit to be kept/placed/left outside the said Residential Unit and/or in/at any part or portion of the said Premises and/or in/at the Building(s) and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Areas And Facilities etc., any packages, boxes, crates, containers etc. of any description,

parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time.

- 1.6 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.
- 1.7 Use or allow the said Residential Unit or any part thereof to be used, directly or indirectly, for any unlawful/immoral purpose and/or for/as any club, political meeting, hall, nursing home, hospital, boarding house, or other such purpose, or place of worship and/or for any religious activities and/or for any residential purposes/activities, and further shall not convert/apply for conversion of the nature/user thereof including but not limited to, for any direct or indirect residential , semi- residential use etc. and shall use the said Residential Unit only for commercial purpose.
- 1.8 Use the Car Parking Space for any purpose other than for parking of private motor cars owned by the Allotte nor shall partition the same in any manner, and further shall not ever make/raise thereon/thereat or on any part thereof any kutchra or pucca construction of any nature whatsoever and/or any grilled wall(s) or enclosure(s), and shall always keep the same open, and shall not permit any Person to dwell/ stay/reside thereat, and further shall not store/keep any goods, furniture, articles etc. therein/ thereat, and furthermore shall not ever transfer and/or alienate and/or deal with and/or grant any manner of right in, over or in respect of the same to anyone but to a Person having or acquiring an Residential Unit and/or separately or independently or devoid of the said Residential Unit and/or by way of a separate space provided that and any such alteration/transfer shall at all times be subject to the terms stipulated in this Agreement.
- 1.9 Put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in at/any part or portion of the Building(s) and/or the said Premises including any of the areas/facilities comprising the Common Areas And Facilities and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the said Residential Unit and/or the Car Parking Space and/or outside the said Residential Unit, provided that the Allottee may display a small and decent name-plate outside the main door of the said Residential Unit at the specific space designated for the same by the Developer.
- 1.10 Keep or allow to be kept or store or operate or bring into or allow to be stored, operated or brought into the said Residential Unit and/or the Car Parking Space and/or into/upon any of the areas comprising the Common Areas And Facilities and/or any part or portion of the said Premises and/or the Building(s) any goods, articles, machines, equipments etc. which in the opinion of the Developer are combustible, obnoxious, hazardous, dangerous or offensive or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Building(s) or any portion thereof or any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, outer walls of any Residential Unit,

beams, pillars, lifts, staircases etc., such opinion of the Developer being final and binding on the Allotte.

- 1.11 Hang from or attach to the beams or the rafters of any part of the said Residential Unit and/or the Building(s) any articles or machinery which in the opinion of the Developer are heavy or may or likely to affect or damage or endanger the construction and/or the structure and/or stability of the Building(s) or any part thereof, such opinion of the Developer being final and binding on the Allotte.
- 1.12 Do or cause or permit to be done anything or be a party to any act or deed in or around the said Residential Unit and/or the Car Parking Space, which in the opinion of the Developer may, *inter alia*, cause or tend to cause or tantamount to cause or affect or damage the Building or any portion(s) thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or in any manner interfere with the use or enjoyment of any of the other Residential Units, such opinion of the Developer being final and binding on the Allotte.
- 1.13 Affix or draw any wires, cables, pipes etc. from, to or through any of the common portions or outside walls of the Building(s) or other parts or portions of the said Premises including but not limited to the other Residential Units without the prior written approval of the Developer or of the Facility Management Company, as the case may be.
- 1.14 Affix or install or attach or hang any antenna/aerial/satellite dishes on the ultimate roof of the Building and/or any open terrace that may be a part of any Residential Unit and/or its windows and/or to/from any part or portion of the Building(s) and/or the said Residential Unit and/or the Car Parking Space.
- 1.15 Hang or put or dry any clothes/linen in or upon the windows and/or any other portion of the said Residential Unit such that the same be visible from the outside or to outsiders, and further shall not throw anything from any floor etc. and furthermore shall not place any goods, articles, things etc. upon the window sills of the Building(s).
- 1.16 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of the occupiers of the Residential Units/the End Users and/or cause disharmony amongst them and further shall not slaughter or permit to be slaughtered any living animals at/within any part or portion of the said Residential Unit and/or the Building(s) and/or the said Premises on any religious occasion or otherwise.
- 1.17 Install or fix any air-conditioner together with its indoor and outdoor units, except in the places if any specified by the Developer for the same.
- 1.18 Affix or change or alter the design or the place of the grills, the windows or the main door of the said Residential Unit or make or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s) fittings, fixtures etc. in/serving any part or portion of the said Residential Unit and the Car Parking Space and/or the Building(s) and/or the said Premises, and further

shall not make any encroachment(s) or easement(s) in any part or portion of the said Residential Unit and/or the Car Parking Space and/or the Building(s) and/or the said Premises.

- 1.19 Make any internal addition, alteration and/or modification in or about the said Residential Unit save in accordance with the then existing statutory building regulations, and further subject to prior written permission therefor having been taken from the appropriate authorities as also from the Developer or the Association or the Facility Management Company, as the case may be.
- 1.20 Not carry on any work of fittings, fixtures or any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the said Residential Unit between 10:00 a.m. and 06:00 p.m. on working days, and while carrying out such work shall ensure that no annoyance or disturbance is caused to the occupants of the said Premises and/or the adjoining premises, and in the event of violation of any of the above, the Developer and/or the Association and/or the Facility Management Company, as the case may be, shall be entitled to forthwith stop the same without any liability and at the cost and expense of the Allotte, and further shall not carry on any such work during any school/high school/college examinations. Notwithstanding the above, all such works shall have to be done with the prior written consent of the Developer or the Association or the Facility Management Company, as the case may be, and in strict compliance with the prevailing fit-out guidelines as framed by the Developer or the Association or the Facility Management Company, as the case may be,
- 1.21 Alter the outer elevation of the Building(s) or the said residential Unit, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever, and further shall not make/permit any changes in/to the signage of the Building(s) and/or the said Premises as installed by the Developer, and furthermore shall not install any monogram etc. at any part or portion of any of the external walls including those of the Building(s) and/or the said Premises.
- 1.22 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Residential Units and/or the Building(s).
- 1.23 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the said Residential Unit and/or any of the Residential Units and/or the Building(s) or cause the premium for the insurance to be increased, and further shall obtain and keep renewed at their own cost and expense, a comprehensive insurance coverage/policy in respect of the said Residential Unit.
- 1.24 Alter or change or cause any alteration or change in/of/to the electrical points at any part or portion of the said Residential Unit, and further shall avoid any overloading of the electrical points.
- 1.25 Park or allow any vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at the Building(s) and/or the said Premises and/or at

any other portions of/at the Building(s) and/or the said Premises save and except at the Car Parking Space allotted to the Allottee, and to use the passages(s), pathway(s), open spaces etc. only in the manner as may be determined by the Developer.

- 1.26 Claim any right to use any vehicle parking space and/or to park vehicles at any part or portion of the Building and/or said Premises unless specific written permission is granted by the Developer.
- 1.27 Commit breach or violate such rules and regulations as may be made applicable by the Developer or the Facility Management Company or the Association, as the case may be, including but not limited to the Rules.
- 1.28 Allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association or the Facility Management Company, as the case may be, may have selected or engaged.
- 1.29 Make/permit any changes in/to any of the entrance lobby of the Building and/or the entrance of/to the said Residential Unit including but not limited to by changing/replacing the main door, installing any collapsible gate and/or shutter etc.
- 1.30 Smoke and/or permit smoking at any part or portion of the Building(s) and/or the said Premises save at the areas, if any, designated for the same by the Developer.
- 1.31 Use or permit to be used the lifts for the purpose of carting pets, any furniture, fixtures, equipments, articles etc.
- 1.32 Do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/ hinder the construction and/or the development and/or the completion and/or the transfer/ alienation of any part or portion of the said Premises in any manner whatsoever including but not limited to the Building and/or alterations etc. at/to the Said Premises and/or the Building(s) and the works related thereto, notwithstanding any disruption/hindrance in the enjoyment of the Said Residential Unit And Properties Appurtenant Thereto by the Allottee and/or any variation/diminishment in the undivided proportionate indivisible variable share or interest (attributable and/or allocable to the said Residential Unit as determined by the Developer) in the land comprised in the said Premises and in the Common Areas And Facilities as stipulated in these presents.
- 1.33 Object to the Developer carrying out and/or permitting the conversion of the vehicle parking area(s) and/or any of the open area(s) etc., into covered space(s) and/or vehicle parking spaces;
- 1.34 At any time make or claim partition or division on any ground whatsoever of/any part or portion of any of the areas/portions comprising the Common Areas And Facilities and/or the Building and/or the said Premises.
- 1.35 Raise the floor level of the said Residential Unit, and furthermore shall not do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the said Residential Unit.

- 1.36 Block up or darken or obstruct or obscure or cover up any of the windows and/or lights of/at the said Residential Unit, and further shall not cover or obstruct any ventilating shafts and/or inlets and/or outlets.
- 1.37 Install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixed, without the prior written consent of the Developer.
- 1.38 Block any area(s) and/or passage(s) including those comprising the Common Areas And Facilities.
- 1.39 Cover the fire and/or the heat sensors, sprinklers, etc. if installed, and further shall comply with and adhere to all the laws, rules and guidelines pertaining to fire safety, and the Allottee shall remain solely liable and responsible for any violation thereof, and shall keep each the Promoter and the Owner and each of the users and occupiers of the several units/ areas/spaces at the Building and/or the said Premises fully saved, harmless and indemnified in respect thereof.
- 1.40 Permit any driver, staff, etc. and/or any other person employed by the Allottee to sleep and/or squat and/or loiter around in/at any part or portion of the Building(s) and/or the said Premises.
- 1.41 Not form with the other users, occupiers etc. of the several units/areas/spaces/Residential Units comprising the Building any association/holding organization, and further shall not become a member of any association and/or association of persons and/or firm and/or holding organization and/or any entity for any purpose/matter related/pertaining directly and/or indirectly to the Building and/or the said Premises and/or for the purpose of maintenance, management, upkeep etc. of the Building and/or the said Premises, and if any such organization/company/firm/ association/other entity etc., be formed, the same shall not be recognized by the Developer.
- 1.42 Not obstruct or use the lobbies, entrances and stairways of the Building for any purpose other than ingress to and egress from the said Residential Unit in the Building.
- 1.43 Play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in the said Residential Unit with such intensity, as may disturb or annoy the occupants of the Building and/or the adjoining premises.
- 1.44 Not use the water-closets and other water apparatus in the Building for any purpose other than those for which that were constructed, and shall not throw into the same, any sweepings, rubbish, rags or any other article. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the End User in whose Residential Unit it shall have been caused.
- 1.45 Keep or harbour any bird or animal in the common areas of the Project, and in no event shall dogs and other pets be permitted on elevators (except the service elevators) or in any of the common portions of the Building(s) unless accompanied.
- 1.46 Not use drills in the pantry or toilet without the supervision of the representative of the Developer or the Facility Management Company or the Association, as the

case may be, it being clarified that only drills can be used to drive nails into the walls of the said Residential Unit.

- 1.47 Remove the gratings in the toilets and pantry, if any, so as to avoid clogging of the pipelines and/or sewerage lines.
- 1.48 Send any employee of the Promoter or the Association or the Facility Management Company on any private business or personal errand.
- 1.49 Carry out or permit or allow any games or sporting activities at any part or portion of the Project.
- 1.50 Pluck/damage/destroy or permit to be plucked/damaged/destroyed any flowers, plants or trees in the landscaped areas, which shall always be maintained as open areas, and no End User shall be allowed to construct anything in/on these areas.
- 1.51 Cook or permit cooking in the common areas or parking spaces .
- 1.52 Damage any common property, which would be penalized by compensation of the actual amount for repair/replacement.

Part II - Compliances

The Allottee shall:

- 2.1 Use the said Residential Unit for the purposes and with the intent and object for which the same is constructed.
- 2.2 Assist the Developer to form the Association and strictly observe and abide by all the rules and regulations including the Rules framed/formulated by the Developer and thereafter by the Association, and pay all the penalties levied/ stipulated for non-observance of and/or non-compliance with the same.
- 2.3 Co-operate with and assist in all manner, the Developer/the Association/ the Facility Management Company, as the case may be, in carrying out their day to day activities and obligations, and shall not oppose/object to any decision taken by the Developer and/or the Association and/or the Facility Management Company as the case may be, and in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building(s), and/or the Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder and the Allottee shall remain solely liable and responsible thereof, and shall indemnify and keep the Owner, the Promoter, the Association, the Facility Management Company and the other owners and occupiers of the Building saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings in respect thereof.
- 2.4 Maintain, at its own costs, the said Residential Unit and shall keep the same in good condition, state and order in which the same is handed over to the Allottee, normal wear and tear accepted, and shall at all times keep the interior walls,

- fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and further shall keep the Promoter, the Owner and each of the other occupiers/End Users of the other units/areas/spaces at the Building(s) and/or the said Premises fully saved, harmless and indemnified from and against *inter alia* the consequences of any damage etc. arising therefrom.
- 2.5 Be and remain solely responsible for the safety and security of the Said Residential Unit And Properties Appurtenant Thereto and the permissible goods/articles lying therein/thereat, if any, and to get the same insured at its own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.
 - 2.6 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal.
 - 2.7 Pay regularly and punctually every month and month by month the Common Expenses at such rates as may be decided, determined and apportioned by the Developer, and as per the bills raised by the Developer and/or the Facility Management Company and/or the concerned authorities, as the case may be, payable with effect from the Possession Date.
 - 2.8 Pay regularly and punctually the entirety of the Outgoings in or relating to the said Residential Unit as per the bills raised by the Developer and/or the Facility Management Company and/or the concerned authorities, as the case may be.
 - 2.9 Pay such further deposits as be required by the Developer/the Facility Management Company/the Association, as the case may be, from time to time and further shall make good and pay to the Developer/the Facility Management Company/the Association, all such amounts which may have been deducted/adjusted towards any amount due and payable by the Allottee and further shall also replenish any shortfalls caused on account of the Allottee, and furthermore deposit with the Developer/the Facility Management Company/the Association such further amounts as may be determined by the Developer/ Facility Management Company/ Association, as the case may be.
 - 2.10 Use the said Residential Unit, the Car Parking Space and the Common Areas and Facilities carefully, peacefully and quietly and only for the purpose for which each of it is meant and as stipulated by the Developer.
 - 2.11 Use the Common Areas And Facilities in common with the Developer and the other permitted users and occupiers of the Building(s) and/or the said Premises as may be determined by the Developer at its sole and absolute discretion, and only for the limited purpose for which the same are designated/ identified by the Developer, without claiming any manner of absolute and/or exclusive right or title or interest therein/thereon/thereto, and shall not damage, destroy, disfigure any of the utilities and/or facilities and/or infrastructure or use or employ such areas and/or the facilities and/or utilities etc. in any manner not intended to be used or employed, and further shall not do any act, deed or thing which may in any

manner prevent and/or restrict the rights and liberties of the Developer and/or of the other users/occupiers.

- 2.12 Sign such forms, give such authorities and render such co-operation as may be required by the Developer/the Facility Management Company/the Association, as the case may be.
- 2.13 Allow the Developer/the Facility Management Company/the Association, as the case may be, and/or their respective representatives, with or without workmen, upon prior reasonable notice (save and except in cases of emergencies) to enter into the said Residential Unit and/or the Car Parking Space *inter alia*, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe lines, sewage lines, storm water lines/storm water pits, plumbing systems etc. and/or any and/or all other elements, without raising any objection.
- 2.14 Ensure that the entirety of the Project is maintained in a decent manner.
- 2.15 Pay, and undertake(s) to pay, such damages on demand as ascertained by the Developer/the Facility Management Company/the Association, as the case may be, for the breach of any of the covenants contained in this Agreement within the due date therefor as mentioned in the demand.
- 2.16 Pay and undertake to pay interest at the rate of 2% per month in the event the Allottee fail(s) or neglect(s) to pay the damages for the breach of any covenant from the due date of demand till the date of payment, and hereby further undertake(s) that in the event the said damages and the interest thereon is not paid within 60 (sixty) days from the date of demand, the Allottee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity, generator, lift etc., and hereby authorise(s) the Developer/the Facility Management Company/ the Association, as the case may be, to discontinue/ withdraw any or all the facilities and utilities etc.
- 2.17 Use only such routes of entry into and/or exit from the said Premises and/or the Building(s) as specified by the Developer.
- 2.18 While sending any goods or materials out of the said Premises with the help any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Allottee, provide appropriate authorisation to such carriers of such goods;
- 2.19 Use only such power/generator back-up as allocated by the Developer to the said Residential Unit, and shall not demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever;
- 2.20 Ensure that all the employees, personnel, visitors, customers, agents, contractors, etc. of the Allottee strictly abide by the rules framed/amended from time to time by the Developer and/or the Association including the Rules as also the instructions issued from time to time for enforcing security, maintenance etc., and further shall ensure that none of them in any manner deface, vandalise or bring to disrepute the Project.

- 2.21 Within 30 (Thirty) days from the date of execution and registration of the Deed of Conveyance, subject to and without prejudice to the terms thereof, at its own cost, expense and liability, apply for and obtain separation and mutation of the said Residential Unit in the records of the Kolkata Municipal Corporation in the name of the Allottee as the owner thereof, and the Allottee shall be liable and responsible for all the costs and consequences for the non-observance of this clause, and so long as said Residential Unit is not separately assessed and mutated, the Allottee shall, on and from the Possession Date be liable to pay the municipal rates and taxes in respect thereof as determined by the Developer, and, further, in the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out by the Allottee at the said Residential Unit, such enhancement shall be paid and borne exclusively by the Allottee in addition to and over and above the aforesaid rates and taxes, it being clarified and understood that such assessment and mutation shall not absolve the Allottee of its continuing obligation to make payment of the proportionate share of the municipal rates and taxes in respect of the said Premises, as determined by the Developer and/or the Association and/or the Facility Management Company, as the case may be.
- 2.22 Comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities that may be required to be complied with by the Developer and/or the Allottee in respect of the Said Residential Unit And Properties Appurtenant Thereto or any part thereof, all at their own costs and liability.
- 2.23 Exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise, and to keep each of the Promoter, the Owner and the users and occupiers of the other units/areas/spaces at the Building(s) and/or the said Premises saved, harmless and indemnified in the event of violation thereof.
- 2.26 Keep the lobby clean at all times.
- 2.27 Shall make the electrical fittings only from the underground cable trench or the existing electrical ducts in such manner that electric wires are not exposed.
- 2.28 Obtain car parking stickers from the Developer and/or the Association and/or the Facility Management Company, failing which the vehicles shall not be permitted to enter the said Premised.
- 2.29 Pay to the Developer or the Association or the Facility Management Company, as the case may be, car parking charges for visitors' cars as determined by the Developer or the Association or the Facility Management Company, as the case may be.
- 2.30 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

- 2.31 Co-operate with the other End Users and the Developer and/or the Association and/or the Facility Management Company, as the case may be, in the management and maintenance of the said Premises and the Project.
- 2.32 Allow the Promoter to install Neon Sign or like on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall at all times be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

Part III - Miscellaneous Rules/Covenants

The Allottee confirm and undertake as follows:

- 3.1 If any alteration in the Project is required by the Kolkata Municipal Corporation or any other authority then the Developer may do so without any prior intimation or consent from the Allottee .
- 3.2 After the date of taking hand over of the said Residential Unit, the Allottee shall have no claim against the Developer save and except limited to that stipulated in Clause 12 as modified by Clause 35.12 hereinabove.
- 3.3 The right of the Allottee will remain restricted to the said Residential Unit and the Car Parking Space. All the unsold Residential Units and the car parking space(s) will remain vested in the Developer and the Owner who will be free to deal with and/or dispose them off in any manner in its absolute discretion.
- 3.4 The Developer will be solely and absolutely entitled to all credits, Carbon Credits or otherwise, that may be granted or can be availed of for the manner of executing the Project or otherwise, and the Allottee shall not make any claim thereto in any manner whatsoever.
- 3.5 In all matters relating to construction of the Building(s) and/or the Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect shall be final and binding, and the Allottee shall not dispute the same or raise any objection thereto on any ground whatsoever or howsoever, .
- 3.6 The right of user of the Allottee of the Common Areas And Facilities along with the Car Parking Space being an indivisible part and parcel of the said Residential Unit, shall not be transferable except along with the said Residential Unit (subject to and in accordance with the terms of this Agreement), and each of them shall be deemed to be transferred with the said Residential Unit even though the same be not expressly mentioned in any future instrument of transfer.
- 3.7 The Developer shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Building(s) and/or the said Premises including but not limited to the external façade thereof.

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

SIGNED AND DELIVERED by the **OWNERS** at Kolkata in presence of:

As constituted lawful attorney of the Vendors herein.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED
by the **PROMOTER/DEVELOPER** at Kolkata
in the presence of :

SIGNATURE OF THE PROMOTER/DEVELOPER

SIGNED AND DELIVERED by the
PURCHASERS at Kolkata in presence of:

SIGNATURE OF THE PURCHASERS

PREPARED & DRAFTED BY:

MEMO OF CONSIDERATION

RECEIVED the sum of Rs. _____ /- (Rupees _____) only as earnest or part consideration sum out of total consideration price Rs. _____ /- (**Rupees _____ only**) against the **Flat/Unit No. ___** situated on the _____ **Floor, Eastern side** of the Building together with 1 **Covered Car Parking Space No. ___** on the **Ground Floor** of the said building from the within mentioned **PURCHASERS** being Part in K.M.C. **Premises No. 7B, Short Street, Kolkata - 700017**, under Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation Ward No.63, District – Kolkata, in the manner followings :-

Sl. No.	Cheque No.	Date	Name of the Bank & Branch	Amount (Rs.)

Total : _____
Rs. _____

(Rupees _____ Lac) Only

WITNESS :

1.

SIGNATURE OF THE
PROMOTER/DEVELOPER

2.