

THIS AGREEMENT FOR SALE made this ____ day of _____ Two Thousand and Twenty One BETWEEN (1) (i) SHAH PROJECTS PRIVATE LIMITED CIN : _____ (PAN: ABCN2989H), a company incorporated under the provision of the Companies Act, 1956, having its registered office at 1, Sardar Sankar Road, P.O. Kalighat, P.S. – Tollygunge, Kolkata – 700026 and represented by its Director MR. RAJIV SHAH (PAN: ALJS6781N), son of Late Gyarsi Lal Shah, by faith Hindu, by occupation Business, working for gain at 1, Sardar Sankar Road, P.O. Kalighat, P.S. – Tollygunge, Kolkata – 700026 (ii) MR. RAJIV SHAH (PAN : ALJPS6781N), son of Late Gyarsi Lal Shah, by religion Hindu, by occupation Business and residing at 16/8, Mondal Temple Lane, Block – 'P', P.O. New Alipore, P.S. New Alipore, Kolkata – 700053, (iii) SMT. NISHA SHAH (PAN: AMAPS5067K), wife of Sri Rajiv Shah, by religion Hindu, by occupation Business and residing at 16/8, Mondal Temple Lane, Block – 'P', P.O. New Alipore P.S. New Alipore, Kolkata – 700053, (iv) MR. SAURAV SHAH (PAN: AMAP63643P), son of Sri Rajiv Shah, by religion Hindu, by occupation Business and residing at 16/8, Mondal Temple Lane, Block – 'P' P.O. New Alipore, P.S. New Alipore, Kolkata – 700053 and (v) SMT. SHWETA SHAH (PAN : AHDPM6429R) wife of Sri Saurav Shah, by faith Hindu, by occupation Business, residing at 16/8, Mondal Temple Lane, Block –'P', P.O. New Alipore, P.S. New Alipore, Kolkata – 700053 hereinafter collectively referred to as the "VENDORS/OWNERS" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs, executors, administrators and legal representatives and in case of a company its successors and/or successors-in-office and/or interest) of the
FIRST PART

AND

(2) SRIJAN REALTY PVT. LTD., (CIN : _____, (PAN : _____) a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, P.S.- Bhawanipur, Kolkata – 700020, represented by its Director MR. RAM NARESH AGARWAL son of Late Nand Kishore Agarwal working for gain at 36/1A, Elgin Road, P.S.- Bhawanipur, Kolkata – 700020, hereinafter referred to as the “PROMOTER/DEVELOPER” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-office and/or interest) of the SECOND PART

AND

(3) (i) _____ (PAN : _____) son of _____ residing at _____
_____ (ii) _____ (PAN : _____) wife of _____ residing at _____ hereinafter jointly referred to as the “PURCHASERS/ALLOTTEES” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators and legal representatives of the THIRD PART

OR

_____ (PAN : _____) a company incorporated under the provision of the Companies Act, 1956, having its registered office at _____ represented by its Director _____ son of _____ residing at _____ hereinafter referred to

as the "PURCHASERS/ALLOTTEES" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successors, successors-in-office and/or interest) of the THIRD PART :

WHEREAS :

A. Shah Projects Pvt. Ltd. and others being the Vendors/Owners herein are seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That the Municipal Premises No.037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata – 700053 containing an area of 208 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated sheds with brick wall and asbestos roof admeasuring 27,000 Sq.ft. all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation P.S.- Behala, P.O.- New Alipore, under R.S. Dag Nos.81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian No.566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the First Schedule stated hereunder and hereinafter referred to as the said Premises free from all encumbrances whatsoever.

B. The said Shah Projects Pvt. Ltd. and others being the Vendors/Owners intended to develop the said premises by way of construction of a Residential Complex thereon

comprising of three building Blocks namely A, B and C in a phased manner and as such approached the said Srijan Realty Pvt. Ltd. being the Promoter/Developer herein for developing the same.

C. The said Srijan Realty Pvt. Ltd. hereinafter referred to as the Promoter/ Developer has requisite experience and resources to carry out construction of the Residential Complex comprising of the said building Blocks thereon and as such the said Shah Projects Pvt. Ltd. & Others entered into a Development Agreement dated 7th July, 2015 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2015, pages 36121 to 36185 being No.190105524 for the year 2015 with the Promoter/Developer herein, which was subsequently modified by registered Agreement dated 15th December, of 2020 in Book No.I, Volume No.1903 – 2021, Pages 5688 to 5724 being No.190306590 for the year 2020 for Modification of the said Development Agreement dated 7th day of July, 2015 hereinafter collectively referred to as the said Development Agreement.

D. The said premises is earmarked for the purpose of building of a residential complex, comprising three multistoried apartment buildings being Block A, B and C comprising of residential units and/or leisure facilities, fitness centre etc. as committed by the Developer and the said project shall be known as "NATURA".

E. In pursuance of the said Development Agreement dated 07th day of July, 2015 the Promoter/Developer herein caused preparation of plan hereinafter called the said plan for construction of new residential building blocks consisting of

Apartments/Constructed Spaces at the said premises hereinafter called the "Said Building Block" capable of being occupied independently together with amenities and facilities therein and the said project shall be known as "NATURA".

F. The said building plan being B.P. No. 2018130340 dated 28th March, 2019 was duly sanctioned by the appropriate authority of the Kolkata Municipal Corporation and accordingly the Promoter/Developer has commenced construction of the said Residential Complex on the said premises in accordance therewith.

G. The said Vendors/Owners and the Promoter/Developer has registered the said project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (HIRA) Act, with the Housing Industry Regulatory Authority at _____ on _____ under registration No. _____ .

H. In terms of the said Development Agreement it was also agreed that the Owners/Promoter/Developer shall be entitled to demarcate their respective allocated apartments and the said consideration amount paid by the Allottee/Purchaser shall be inclusive of the costs of construction as well as the sale of the undivided proportionate share in the land attributable to the said apartment and accordingly the Allottee/Purchaser is completely discharged from the obligation of making payment of any consideration amount towards sale of the cost of construction of the said apartment and undivided proportionate share in the land comprised in the said premises and attributable to the said Apartment to the said Vendors/Owners/Promoter/Developer herein and the Vendors/ Owners/Promoter/Developer are fully satisfied in respect of

receipt of the consideration amount paid by the Purchaser to the Vendors/Owners/
Promoter/Developer as the case may be.

I. In view of the commencement of construction of the said Residential Complex as stated hereinabove the Purchasers/Allottee herein has approached the Vendors for acquiring All That Apartment No.____ containing Carpet area of about ____ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of ____ square feet aggregating to Net Area of ____ square feet as stated hereunder :

AREA	Sq. Ft
Carpet Area of Apartment	
EBVT Area	
Net Area = (Carpet Area of Apartment + EBVT Area)	

on the ___ floor of the said building being Block No.____ of "NATURA" together with right to park ___ cars in the _____ parking area bearing parking space No. _____ (open/covered/mechanical/dependent/independent) of the said building being Block No.____ together with the right to use the undivided proportionate impartible share in the land comprised in the said premises attributable thereto morefully described in the First Schedule stated hereunder and together with right to use and enjoy the common areas or parts and facilities of the said building Block No.____ appertaining thereto hereinafter collectively referred to as the "said Apartment" which is a part of the Vendor's/Owner's Allocation for their exclusive use for residential purpose only.

J. In view of the said approachment by the Purchasers the Vendors with the consent and concurrence of the Developer/Promoter has agreed to sell and the Purchaser has agreed to purchase All That Apartment No.____ containing Carpet area of about _____ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of _____ square feet aggregating to Net Area of _____ square feet as stated hereunder :

AREA	Sq. Ft
Carpet Area of Apartment	
EBVT Area	
Net Area = (Carpet Area of Apartment + EBVT Area)	

on the ___ floor of the said building being Block No.____ of "NATURA" together with right to park _____ cars in the _____ parking area bearing parking space No. _____ (open/covered/mechanical/dependent/ independent) of the said building being Block No.____ together with the right to use the undivided proportionate impartible share in the land comprised in the said Premises morefully described in the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building Block No.____ hereinafter collectively referred to as the "said Apartment" subject to the terms conditions covenants and stipulations as stated hereunder.

K. On or before execution of this Agreement the Purchaser has inspected, examined and got itself acquainted and fully satisfied about the title of the Vendors/Owners/Developer/Promoter in respect of the said Apartment, sanctioned plan, the measurement of the Net area of the said Apartment together with specifications of the said building and has accepted the same as envisaged herein and shall not be entitled to raise any query or objection thereto and the Purchaser has further agreed and undertakes to pay the entire consideration and other charges agreed to be paid to the Vendor /Owner as stated hereunder as well as various deposits and additional amount as specified hereunder to the Developer/Promoter as indicated in the Fifth Schedule stated hereunder;

1. DEFINITIONS :

For the purpose of this agreement for sale, unless the context otherwise requires –

- a) "Act" Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) "Rules" Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.
- d) "Section" means a section of the said Act.
- e) "ARCHITECT" means the person for the time being appointed to act as an architect in relation to the Residential Complex at the said premises morefully

described in the First Schedule stated hereunder and for the purposes of this agreement.

- f) "APARTMENT OWNER OR ALLOTTEE/PURCHASER" shall mean a person or persons who have for the time being agreed to acquire or have acquired any Apartment or Apartments situated in the said Residential building Block but shall not include a tenant or licensee of such Apartment Owner.
- g) "ASSOCIATION" shall mean the Organisation of the Owners of the apartment to be formed for the purpose of supervision of the management and maintenance of the said Residential Buildings being Blocks A, B and C at the said premises.
- h) "BLOCK" shall mean the particular building Block namely 'A', 'B' or 'C' consisting of Apartments and other spaces for independent or exclusive use.
- i) "BUILT-UP AREA" means the inner measurements of the Apartment at the floor level, but does not include the common areas and other areas of the Residential Buildings.
- j) "COMMON AREAS" shall mean and include those areas of the said premises and/or buildings that are not allotted to a particular Allottee/Purchaser but are available for the purposes of intended common use and enjoyment by all the Allottees/Purchasers, Occupiers as specified in Sixth Schedule hereunder written.
- k) "CARPET AREA" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment.
- l) "COMMON AMENITIES AND FACILITIES" shall mean and include those facilities provided by the Promoter/Developer as specified in the Sixth Schedule

hereunder written and are available for common use and enjoyment by all the Allottees/Purchasers, Occupiers and Visitors subject to however stipulations/reservation and restrictions as stated hereunder.

- m) "COMMON EXPENSES" shall mean the actual and estimated expenses to be incurred by or on behalf of the Apartment owners including reasonable reserves as may be found to be necessary and appropriate for administration, maintenance, repair or replacement and upkeep of the common areas and facilities and all other sums assessed against the apartment owners by the association of the apartment owners of the said residential building and those specified under the Seventh Schedule hereto.
- n) "COMMON PURPOSES" shall mean and include the purposes of managing and maintaining the said Residential building Block in particular dealing with the matters of common interest of the Apartment holders and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Apartments exclusively and the common areas in common.
- o) "CONDUITS" shall include all conduits, watercourses, gutters, drains, sewers, pipes, cables wires, laser optical fibres and aerials transmission systems now or within or to be laid or constructed over on or within the said premises.
- p) "EBVT AREA" shall mean Exclusive Balcony/Verandah/Open Terrace Area.
- q) "NET AREA" shall mean sum of the carpet area of the Apartment and EBVT area of the Apartment.
- r) "SAID PREMISES" shall mean ALL THAT piece and parcel of land morefully described in the First Schedule hereunder written.

- s) "SAID BUILDING BLOCKS" shall mean the Residential building Blocks constructed at the said premises and the said residential Building Blocks shall be commonly known as "NATURA".
- t) "MANAGEMENT AGENCY AND/OR ASSOCIATION" shall mean the maintenance agency appointed by the Owner/Promoter/Developer and or Association of apartment owners for carrying out the management, administration and maintenance and upkeep of the common areas and amenities and facilities of the said Residential building Blocks and the said Management Agency/Association shall be responsible for the maintenance and enforcement of the covenants attached and run with the said Apartment and the Allottee/Purchaser shall pay the proportionate costs charges and expenses as maintenance charges together with management fees thereof as may be applicable.
- u) "PLAN" shall mean the sanctioned Plan being No.2018130340 dated 28th March, 2019 and other plans, drawings, specifications sanctioned and approved by the appropriate authorities of the Kolkata Municipal Corporation for construction of the said building Blocks on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Promoter/Developer.
- v) "PROPORTIONATE OR PROPORTIONATELY" shall mean the proportion in which the carpet area of any Apartment bears to the entire carpet areas of all the Apartments of the said Residential building Blocks as may be determined by the architect and/or Owner/Promoter/Developer as the case may be.

- w) "PROMOTOR/DEVELOPER" shall mean SRIJAN REALTY PRIVATE LTD. as provided in the definitions of West Bengal Housing Industry Regulation Act, 2017.
- x) PERSON/PURCHASER/ALLOTTEE shall mean –
- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
 - ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
 - iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives ;
 - iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
 - v) in case of a company its successors and/or successors-in-office and/or interest.
 - vi) a competent authority.
 - vii) an association of persons or body of Individuals whether incorporated or not.
 - viii) a co-operative society registered under any law relating to co-operative societies.
 - ix) any such other entity as the State Government may by notification specify in this behalf.

- y) "RESIDENTIAL COMPLEX" shall mean the said Residential building Blocks being A, B and C and other constructed areas of the said premises morefully described in the First Schedule hereunder written together with all common areas, facilities and amenities provided by the Owner/Promoter/Developer and shall include apartments built up therein as the case may be.
- z) "SAID APARTMENT" shall mean All That the Apartment more fully described in the Third Schedule hereunder written.
- aa) "SUPER BUILT-UP AREA" shall mean the constructed area of the said Apartment and shall include the plinth area, foundations, walls, columns, beams supports etc. as well as areas of common uses and facilities as shall be determined by the Owner/Promoter/Developer.
- bb) "SPECIFICATIONS" shall mean the specifications as specified in the Fourth Schedule hereunder written.
- cc) "THE SERVICES" are whenever the Owner/Promoter/Developer acting reasonably regards it as necessary to manage, supervise, maintain upkeep, decorate, repair, replace or renew any of the common areas and facilities as may be deemed fit and proper by the Owner/Promoter/Developer.
- dd) "TAXES" shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said premises and Building and/or the said Apartment in the said building as may be applicable.
- ee) "UNDIVIDED SHARE" attributable to the said Apartment shall mean the undivided proportionate impartible variable share comprised in the said premises morefully

described in the First Schedule stated hereunder attributable and/or appertaining to the said Apartment.

- ff) "VENDOR/OWNERS" shall mean SHAH PROJECTS PRIVATE LIMITED, RAJIV SHAH, SMT. NISHA SHAH, SAURAV SHAH and SMT. SHWETA SHAH as recited hereinabove.

INTERPRETATIONS :

In this Agreement save and except as otherwise expressly provided –

- i) All words importing singular shall include plural and vice versa and words imparting the masculine shall include the feminine and neuter and vice versa.
- ii) The headings in this agreement are for ease of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- iii) Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days or dates.
- iv) All monetary amounts are expressed in Indian Rupees. All payments of sums, charges, fees, costs expenses and other amounts contemplated in this agreement shall be paid in Indian Rupees.
- v) All references to Article section and numbers refer to Articles and sections of this Agreement and all references to schedule refer to the Schedules attached hereto.
- vi) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this Agreement as a whole and not to any particular Article or section hereof.

- vii) Any reference to any act of Parliament or State legislature in India refers to that act as it applies at the date of this Agreement whether general or specific shall be deemed to include any amendment, replacement or reenactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, consent, permission made thereunder.
- viii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or innovated.
- ix) Any covenant by the Allottee/Purchaser not to do any act shall be deemed to include an obligation by the Allottee/Purchaser that the Promoter/Developer will not allow, suffer or permit the act to be done.

2. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- i) The Owner have absolute, clear and marketable title with respect to the said premises and the Promoter/Developer has requisite rights to carry out development upon the said premises and the Promoter/Developer has actual, physical and legal possession of the said premises for the Project;
- ii) The Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii) There are no encumbrances upon the said premises or the Project;
- iv) There are no litigations pending before any Court of law or Authority with respect to the said premises, Project or the Apartment;

- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project of the said premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said premises, Building and Apartment and common areas till the date of handing over the Project to the Association of the Allottees.
- vi) The Vendors/Owners/Promoter/Developer 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/Purchaser created herein, may prejudicially be affected;
- vii) The Vendors/Owners/Promoter/Developer 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 premises, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- viii) The Vendors/Owners/Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed the Vendors/Owners/Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/Purchaser and the common areas to the association of Allottee/ Purchaser or the competent authority, as the case may be;

- x) The Vendors/Owners/Promoter/Developer 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 the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/Purchaser and the Association of Allottee/Purchaser or the competent authority, as the case may be;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said premises) has been received by or served upon the Promoter/Developer in respect of the said premises and/or the Project.

3. TITLE AND PRE-CONTRACT INSPECTION BY ALLOTTEE / PURCHASER

- 3.1 The Allottee/Purchaser has inspected and examined the title of the Vendors/Owners/Promoter/Developer including the said title documents and purchases it with full knowledge of its actual state and conditions and the Allottee/Purchaser accepts the title and further agrees and covenants not to raise any objections thereto or make any requisitions in connection therewith.
- 3.2 The Allottee/ Purchaser has entered into this agreement on the basis of the terms and conditions of this agreement as stated herein and not in reliance or any

representation or warranty either oral or written and whether express or implied made by or on behalf of the Vendors/Owners and Promoter/Developer.

- 3.3 The Allottee/Purchaser has prior to the execution of this agreement already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said premises as mentioned in the First Schedule stated hereunder, together with title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed building.
- 3.4 The Allottee/Purchaser shall take the apartment as it shall stand as per the sanctioned plan provided however the Allottee/Purchaser hereby empowers to the Promoter/Developer to make minor additions and alterations in the said Apartment subject to compliance of HIRA Act, 2017 if any.
- 3.5 The Allottee/Purchaser has agreed that in case of Future Development the occupants of apartments in other phases of the project shall also have complete and unhindered access to all common areas, amenities and facilities of the project which are meant for common use and enjoyment.
- 3.6 The Vendors/Owners and Promoter/Developer are not liable or bound in any manner by any verbal or written statements, representations of any real estate

broker, employee agent or any other person professing to represent the Vendors/Owners and Promoter/Developer.

4. AGREEMENT FOR SALE :

4.1 Subject to the Terms and conditions as detailed in this agreement the Vendors/Owners out of its allocation with the consent of the Developer/Promoter has agreed to sell and transfer and the Allottee/Purchaser has agreed to purchase and acquire ALL THAT Apartment No. _____ containing Carpet area of about _____ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of _____ square feet aggregating to Net Area of _____ square feet:

AREA	Sq. Ft
Carpet Area of Apartment	
EBVT Area	
Net Area = (Carpet Area of Apartment + EBVT Area)	

on the ___ floor of the said building being Block No.____ of "NATURA" together with right to park _____ cars in the _____ parking area bearing parking space No. _____ (open/covered/mechanical/dependent/ independent) of the said building being Block No.____ together with the right to use the undivided proportionate impartible share in the land comprised in the said Premises morefully described in the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas or parts and facilities of the said building Block No.____ appertaining thereto hereinafter collectively referred to as "said Apartment" and more fully described in the

Third Schedule hereunder written and delineated in the Plan hereto attached but subject to the Purchasers making payment of all the amounts agreed to be paid by the Purchasers to the Vendors/Owners and also performing and observing all the terms and conditions hereinafter appearing.

4.2 The common areas and amenities in the said premises shall be such as shall be necessary or be required and as thought fit and determined by the Promoter/Developer for the beneficial enjoyment of the Said Apartment and such common areas and amenities shall be declared and/or identified by the Vendors/Owners/Promoter/Developer in its discretion.

4.3 The undivided proportionate share in the land comprised in the said premises No.37, Chanditalla Main Road also known as 21, Chanditalla Main Road, P.S. Behala, Kolkata – 700053 shall always remain impartible and variable.

4.4 The right of the Allottee/Purchaser shall remain restricted to the said Apartment only and ingress and egress over the common paths and passages leading to the said Apartment and the Allottee/Purchaser shall have no right nor shall claim any right over and in respect of any other Apartments, constructed areas and other areas or open space of the said Residential Complex at the said premises.

5. PURCHASE PRICE & PAYMENT/TERMS :

5.1 The Purchaser shall pay the total price for the said Apartment the particulars of which are morefully described in the Fifth Schedule hereunder written.

5.2 The total price includes the booking amount paid by the Allottee/Purchaser to the Vendors/Owners/Promoter/Developer towards the Apartment.

5.3 The Total Price shall include Taxes (consisting of tax paid or payable by the Vendors/Owners/Promoter/Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the said Project payable by the Promoter/Developer upto the date of the handing over the possession of the Apartment to the Allottee/Purchaser and the said Residential Complex to the association of Allottee/Purchasers or the competent authority, as the case may be, after obtaining the completion certificate. Extras and Deposits, Incidental Charges etc. which is mutually fixed and non-negotiable and the Allottee/Purchaser consents to the same and will not raise any issues in this regard in future.

5.4 In case of any change/ modification in the taxes, the subsequent amount payable by the Allottee/Purchaser to the Vendors/Owners/ Promoter/Developer 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 schedule 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, then the same shall not be charged from the Allottee/Purchaser.

5.5 The Vendors/Owners/Promoter/Developer shall periodically intimate to the Allottee/ Purchaser, the amount payable as stated herein above and the Allottee/Purchaser shall make payment demanded by the Promoter/Developer within 15 (fifteen) days from the date and in the manner specified therein of such written intimation. In addition, the Vendors/Owners/Promoter/Developer shall provide to the Allottee/Purchaser 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.

5.6 In addition to the aforesaid purchase price, the Allottee/Purchaser shall pay interest free deposits and additional amounts as detailed in the Fifth Schedule hereunder written and payment of such amounts shall be made at or before taking possession of the said Apartment to the Promoter/Developer and in case the exact liability on any head cannot be quantified, then the payment shall be made according to the Promoter/Developer reasonable estimation subject to subsequent accounting and settlement within a reasonable period.

5.7 No right title and interest of any nature whatsoever is being created in favour of the Allottee/Purchaser in respect of the said Apartment by virtue of this agreement until the Allottee/Purchaser has paid or deposited all the amounts herein agreed to be paid or deposited and until execution and registration of the Deed of Conveyance in favour of the Allottee/Purchaser in respect thereof.

5.8 The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as stated herein and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project as well as all charges and costs of extra works for any alterations in the said Apartment which the Promoter/Developer may provide at the request of the Allottee/ Purchaser subject to approval by the Architects or appropriate authorities as the case may be.

5.9 The Total Price is escalation free, save and except increases which the Allottee/Purchaser 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/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose copy of the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee/Purchaser which shall only be applicable on subsequent payments.

Provided further 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/Purchaser.

5.10 The Allottee/Purchaser shall make the payment as per the payment plan set out the Fifth Schedule hereunder written.

5.11 The Allottee/Purchaser has been made aware that as required by the provisions of Section 13 of the Act, this Agreement is required to be registered.

5.12 The Vendors/Owners/Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/Purchaser by discounting such early payments @ ____% per annum 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/Purchaser by the Vendors/Owners/Promoter/ Developer.

5.13 It is agreed that the Promoter/Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in Fourth Schedule hereunder written (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said Apartment as the case may be, without the previous written consent of the Allottee/Purchaser as per the provisions of the Act, provided however, the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser or such minor changes or

alterations as per the provisions of the Act. In the event of any change in the specifications necessitated on account of any Force majeure events or to improve or protect the quality of construction, the promoter on the recommendations of the Architect shall be entitled to effect such changes.

5.14 The Vendors/Owners/Promoter/Developer shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in structural defect. The Association of Allottees/Purchaser shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/ agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter/Developer, for which the Promoter/Developer shall not be liable after handing over.

5.15 The Vendors/Owners/Promoter/Developer shall confirm the final carpet area of the said Apartment that has been allotted to the Allottee/Purchaser after construction of the building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area than the Vendors/Owners/Promoter/Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee/Purchaser, the Vendors/Owners/

Promoter/Developer may demand that from the Allottee/Purchaser as per the next milestone of the Payment Plan as provided in the Fifth Schedule hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed in this agreement.

5.16 Subject to what is stated herein the Vendors/Owners /Promoter/Developer agrees and acknowledges, that the Allottee/Purchaser shall have the right to the said Apartment as mentioned below:

- i) The Allottee/Purchaser shall have exclusive ownership of the said Apartment;
- ii) The Allottee/Purchaser shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee/Purchaser in the common areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall handover the common areas to the association of Allottee/Purchaser after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii) That the computation of the price of the said Apartment includes recovery of price of land, construction of, [not only the said Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Apartment, lift, water connection and plumbing, finishing with paint, marbles,

tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as stated herein etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and the Project;

- iv) The Allottee/Purchaser has the right to visit the Project site to assess the extent of development of the Project and the said Apartment as the case may be;

5.17 It is made clear by the Vendors/Owners/Promoter/Developer and the Allottee/Purchaser agrees that the said Apartment along with car parking space if any shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the 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/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Purchaser of the Residential Complex.

5.18 The Vendors/Owners/Promoter/Developer agrees to pay all outgoings/ dues before transferring the physical possession of the said Apartment to the Allottee/Purchaser which it has collected from the Allottee/Purchaser for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, (i.e. 3(three) months from notice of possession) including mortgage loan and interest on mortgages or other encumbrances

and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendors/Owners/Promoter/Developer fails to pay all or any of the outgoings/ dues collected by it from the Allottee/Purchaser or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee/Purchaser the Vendors/Owners/Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

5.19 The Allottee/Purchaser has paid a some of Rs._____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the said Apartment at the time of application the receipt of which the Vendors/Owners /Promoter/Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the said Apartment as prescribed in the payment plan being the Fifth Schedule hereunder written as may be demanded by the Vendors/Owners/ Promoter/Developer within the time and manner specified therein.

Provided that if the Allottee/Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, which at present is the prime lending rate of the state Bank of India plus two percent p.a.

6. MODE OF PAYMENT :

Subject to the terms of this agreement and the Promoter/Developer abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Vendors/Owners/Promoter/Developer, within the stipulated time as

mentioned in the payment plan through account payee cheque or banker's cheque or online payment (as applicable) in favor of Vendors/Owners/Promoter/Developer as the case may be.

7. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

7.1 The Allottee/Purchaser if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendors/Owners/Promoter/Developer with such permission, approval which would enable the Vendors/Owners/ Promoter/Developer 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 statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser 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 Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

7.2 The Vendors/Owners/Promoter/Developer accepts no responsibility in respect of the matters specified in the preceding para. The Allottee/Purchaser shall keep the

Vendors/Owners/Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Vendors/Owners/Promoter/Developer immediately and comply with necessary formalities if any, under the applicable laws. The Vendors/Owners/ Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said Apartment in any way and the Vendors/Owners/Promoter/Developer shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

8. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS :

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

9. TIME IS ESSENCE :

9.1 Time is essence for the Vendors/Owners/Promoter/Developer as well as the Allottee/Purchaser. The Vendors/Owners/Developer/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 Apartment to the Allottee/Purchaser

and the common areas to the Association of Allottee/Purchaser or the competent authority, as the case may be, subject to the same being formed and registered as per law.

9.2 The Promoter/Developer is expected to complete the said Apartment within _____ with grace period of 6 (six) months as a residential building in the usual and normal manner including obtaining completion certificate from the Kolkata Municipal Corporation or any other authority or authorities as the case may be. A certificate issued by the Architect of the said Apartment in respect of quality of construction thereof shall be final conclusive and binding on the Allottee/Purchaser.

9.3 It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In those areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.

10. CONSTRUCTION OF THE PROJECT/APARTMENT :

The Allottee/Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities as stated in this Agreement which has been approved by the competent authority, as represented by the Vendors/Owners/Promoter/Developer. The Promoter/ Developer 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 West Bengal Municipal Act, 2006 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/Developer shall constitute a material breach of this Agreement.

11. MODIFICATION :

The Promoter/Developer shall have right to effect suitable alterations/additions/ improvements/modifications in the said Plan and other Plan or Plans and/or layout plan of the said building Block for raising further floor or the said Apartment and/or for applying sanction in accordance with provisions of the Kolkata Municipal Corporation if and when necessary as may be required by the Architect and or in accordance with provisions of HIRA Act, 2017 and the Allottee/Purchaser hereby consents to the same.

12. POSSESSION OF THE APARTMENT :

12.1 The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/Purchaser and the common areas to the Association of Allottee/Purchaser or the competent authority, as the case may be, is the essence of the Agreement. Provided that the Promoter/Developer shall be entitled to reasonable extension of time as agreed by and between the Allottee/Purchaser and the

Promoter/Developer for giving possession of the said Apartment on the aforesaid date and the same shall not include the period of extension given by the Authority for registration. The Promoter/Developer assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place in or about unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). Such Force Majeure may also include Labour Unrest, Local problem such as Riot Mob-violence. Threat, Terrorist Attack Prohibitory order from court of Law or Kolkata Municipal Corporation or delay in granting occupancy certificate. If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, and the Allottee/Purchaser 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 Vendors/Owners/Promoter/Developer shall refund to the Allottee/Purchaser the entire amount received by the Vendors/Owners/ Promoter/Developer from the Allotment within 45 days from that date. The Vendors/Owners/Promoter/Developer shall intimate the Allottee/Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/Purchaser, the Allottee/Purchaser agreed that he/she shall not have any rights, claims etc. against the Vendors/Owners/ Promoter/Developer and the Vendors/Owners/ Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

12.2 It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the vendors/owners/Promoter/Developer and the Allottee/Purchaser shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

12.3 Procedure for taking possession - The Vendors/Owners/ Promoter/Developer, upon obtaining the completion certificate/completion certificate/occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/Purchaser in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion certificate/completion certificate/occupancy certificate. Provided however it is made clear that under no circumstances the Allottee/Purchaser shall be entitled to claim possession unless all the dues of the Vendors/Owners/Promoter/Developer including those over and above the price of the said Apartment have been fully paid and discharged by the Allottee/Purchaser and upon the Vendors/Owners/ Promoter/Developer giving a written notice the Allottee/Purchaser shall take possession of the Apartment within 15 days of the written notice. The Vendors/Owners/ Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors/Owners/ Promoter/Developer. The Allottee/Purchaser after taking possession, agree(s) to pay the maintenance charges as determined by the Vendors/Owners/ Promoter/ Developer/Association of Allottees/Purchasers, as the case may be, after the issuance of completion certificate for the Project. The Vendors/Owners/Promoter/Developer shall handover copy of the

occupancy certificate of the Apartment, as the case may be, to the Allottee/Purchaser at the time of execution of Deed of conveyance of the same.

12.4 Deemed Possession

It is understood by the Allottee/Purchaser that even if the Allottee/Purchaser fails to take possession of the Apartment within the date such possession is offered by the Vendors/Owners/Promoter/Developer, the Allottee/Purchaser shall be deemed to have taken possession on the 15th day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee/Purchaser takes physical possession of the Apartment, will be deemed to be the deemed possession date.

12.5 Failure of Allottee/Purchaser to take possession of Apartment - Upon receiving a written intimation from the Vendors/Owners/Promoter/Developer as stated hereinabove, the Allottee/Purchaser shall take possession of the Apartment from the Vendors/Owners/Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors/Owners/Promoter/Developer shall give possession of the Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided such Allottee/Purchaser shall continue to be liable to pay maintenance charges municipal taxes and other outgoings as specified herein.

12.6 Possession by the Allottee/Purchaser - After obtaining the occupancy certificate/completion certificate/partial Completion Certificate and handing over physical possession of the Apartment to the Allottee/Purchaser, it shall be the

responsibility of the Vendors/Owners/Promoter/Developer to handover the necessary documents and plan, including common areas to the Association of Allottee/Purchasers or the competent authority, as the case may be, as per the local laws.

In the absence of any local law, the Vendors/Owners/ Promoter/Developer shall handover the necessary documents and plans, including common areas, to the Association of Allottee/Purchaser or the competent authority, as the case may be, within thirty days after obtaining the Completion Certificate / Partial Completion Certificate as per local laws.

12.7 Cancellation by Allottee/Purchaser - The Allottee/Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the Project without any fault of the Vendors/Owners/ Promoter/Developer the Allottee/Purchaser shall serve a 90(ninety) days notice in writing to the Vendors/Owners/Promoter/Developer and on the expiry of the said period the allotment shall stand cancelled and the Vendors/Owners/ Promoter/Developer herein is entitled to forfeit the booking amount and 10% of the consideration amount, interest as per applicable laws and applicable GST payable on such cancellation charges paid for the allotment. The balance amount of money paid by the Allottee/Purchaser shall be returned by the Vendors/Owners/Promoter/Developer to the Allottee/Purchaser within forty-five days of such cancellation.

12.8 Compensation – The Vendors/Owners/Promoter/Developer shall compensate the Allottee/Purchaser 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 the 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 Vendors/Owners/Promoter/Developer fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein or (ii) due to discontinuance of his business as a Vendors/Owners/Promoter/Developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter/Developer shall be liable, on demand to the Allottee/Purchaser, in case the Allottee/Purchaser 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 Apartment with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee/Purchaser does not intent to withdraw from the Project the Vendors/Owners/Promoter /Developer shall pay the Allottee/Purchaser interest for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Vendors/Owners/ Promoter/Developer to the Allottee/Purchaser within forty-five days of it becoming due.

13. EVENTS OF DEFAULTS AND CONSEQUENCES :

13.1. Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of default, in the following events:-

- i) The Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee/Purchaser within the time period specified herein above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- ii) Discontinuance of the Promoter's business as a Promoter/Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

13.2 In case of Delay on part of the Promoter/Developer to complete the construction of the said Apartment within the stipulated time as stated herein above, then the Promoter/Developer shall pay interest @ 2% per annum over and above Prime Lending Rate fixed by State Bank of India for the delay in construction subject to however Force Majeure.

13.3 In case of Delay on part of the Promoter/Developer to complete the construction of the said Apartment within the stipulated time as stated herein above, then the Allottee/Purchaser may exercise the following option :-

- i) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Vendors/Owners/Promoter/Developer shall be liable to refund, subject to forfeiting the booking amount and 10% of the consideration amount of the said Apartment and interest as stated in hereinabove and subject to the second proviso below, the entire money paid by the Allottee/Purchaser under any head whatsoever towards the sale of the Apartment and the Vendors/Owners/ Promoter/Developer shall pay interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee/Purchaser does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendors/Owners/Promoter/Developer, interest at the rate prescribed in the Rules of HIRA, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Vendors/Owners/Promoter/Developer to the Allottee/Purchaser within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, levies, charges impositions and deposited with the appropriate authorities shall not be returned by the vendors/owners/Promoter/Developer and the Allottee/Purchaser shall be free to approach the concerned authorities for refund of the same.

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

- i) Time is expressly declared to be the essence of this agreement.
- ii) Notwithstanding anything herein contained, in case the Allottee/ Purchaser commits default in performing and observing covenants/obligations herein including those for payment then and in such an event, a notice for demand shall be issued specifying the time which shall not exceed 60 days from the due date and if the said payment is not received within the time specified in the notice then this agreement shall stand terminated at the discretion of the Vendors/Owners/Promoter/Developer and in such event all rights and claims of the Allottee/Purchaser against the Vendors/Owners and Promoter/Developer and/or the said Apartment shall stand extinguished.
- iii) However in case the Vendors/Owners/ Promoter/Developer condones the default of the Allottee/Purchaser for making payment of any instalment for a period more than the stipulated grace period provided in the notice then and in such event, the Allottee/Purchaser shall pay such dues and arrears at the for the period of default on all amounts remaining unpaid without delay but any condonation granted by the Vendors/Owners/Promoter/Developer shall not amount to waiver of the future defaults or breaches by the Allottee/Purchaser.

iv) In case of termination and/or cancellation of this Agreement, the Vendors/Owners/Promoter/Developer shall forfeit the booking amount of the total purchase price of the said Apartment and 10% of the consideration amount and interest as per applicable laws and brokerage paid if any as liquidated damages and the applicable GST payable on such Cancellation Charges and refund to the Allottee/Purchaser the entire balance amount paid by the Allottee/Purchaser without any interest. Provided however the Vendors/Owners/ Promoter/Developer shall refund the said balance amount subject to sale of the said Apartment to the Third Party and realization of the sale proceeds thereof. Provided however it is made clear that the Allottee/Purchaser shall be at liberty to apply for refund of the GST and other taxes and vendors/owners/Promoter/Developer shall not be liable for the refund of the same.

14. CONVEYANCE OF THE SAID APARTMENT :

The Vendors/Owners/Promoter/Developer, on receipt of Total Price of the Apartment including the stamp duty registration charges and all other initial and legal expenses as demanded within the period mentioned in the demand letter as stated under the Agreement from the Allottee/Purchaser shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee/Purchaser:

In case the Allottee/Purchaser fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee/Purchaser authorizes the Vendors/Owners/Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee/Purchaser

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, for three months from the possession date till the taking over of the maintenance of the Project by the Association of Allottee/Purchasers upon the issuance of the completion certificate of the Project.

16. DEFECT LIABILITY :

16.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendors/Owners/Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Vendors/Owners/ Promoter/Developer within a period of 5 (five) years by the Allottee/Purchaser from the date of obtaining completion certificate and Notice of possession, it shall be the duty of the Vendors/Owners/Promoter/Developer to rectify such defects through the structural engineer 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/Purchaser shall be

entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Vendors/Owners/Promoter/Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee/Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Vendors/Owners/Promoter/Developer.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee/Purchaser, without first notifying the Promoter/Developer and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter/Developer shall be relieved of its obligations as contained herein.

16.2 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee/Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Allottee/Purchaser of their respective flats should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case of non-payment of maintenance charges by the Allottee/Purchaser and there being discontinuation of

proper maintenance in that event the Promoter/Developer should not be held as liable as default on its part under this clause.

Notwithstanding anything contained in the above clause the following exclusions are made

- a. Equipment (lifts, generator, motors, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter/Developer shall transfer manufacturers guarantees/ warranties to the Allottee/Purchaser or Association of Allottees/Purchasers as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations, deviations, misalignments, including expansion, quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

Provided that where the manufacturer warranty as shown by the Vendors/Owners/Promoter/Developer to the Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said

Apartment/building and if the annual maintenance contracts are not done /renewed by the Allottees/Purchasers, the Vendors/Owners/ Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the Apartment /Building excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee/Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

17. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Promoter/ maintenance agency/Association of Allottee/Purchasers shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/Purchaser

agrees to permit the Association of Allottee/Purchasers and/or maintenance agency to enter into the Apartment or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

18. USAGE :

The basement and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser 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 used by the Association of Allottee/Purchasers for rendering maintenance services.

19. COMPLIANCE WITH RESPECT TO THE APARTMENT :

19.1 Subject to what is stated herein the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment,

its walls and partitions, sewers, drains, pipes 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.

19.2 The Allottee/Purchaser further undertakes, assures and grants that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee/Purchaser also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee/Purchaser shall also not remove any wall, including the outer and load wall of the Apartment.

19.3 The Allottee/Purchaser shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of Allottee/Purchasers and/or maintenance agency appointed by the association of Allottee/Purchasers. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19.4 The Allottee/Purchaser shall observe and perform the restrictions as mentioned in the Eighth Schedule stated hereunder.

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

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

21. ADDITIONAL CONSTRUCTIONS :

21.1 The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

22.1 After the Vendors/Owners/Promoter/Developer executes this Agreement they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such Apartment.

22.2 The Allottee/Purchaser shall have the right to obtain Home loan, finance from any Bank/Financial Institution for the purpose of creating a mortgage in respect of the said Apartment provided however the Mortgagee shall observe and perform all the

covenants restrictions stipulations terms and conditions including payment of various charges and deposits as agreed in this Agreement.

23. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :

The Vendors/Owners/Promoter/Developer has assured the Allottee/ Purchaser that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The promoter shall comply with various laws/ regulations as applicable in the said Act.

24. BINDING EFFECT :

Forwarding copy of this Agreement to the Allottee/Purchaser by the Vendors/Owners/Promoter/ Developer does not create a binding obligation on the Vendors/Owners/ Promoter/Developer or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors/Owners /Promoter/Developer.

If the Allottee/Purchaser fails to execute and deliver to the Vendors/Owners/ Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors/Owners/Promoter/Developer, then the Vendors/Owners/Promoter/ Developer shall serve a notice to the Allottee/Purchaser for

rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be treated as per booking scheme.

25. RESTRICTIONS COVENANTS AND OTHER OBLIGATIONS :

25.1 As from the date of possession of the Said Apartment, the Allottee/Purchaser agrees and enter into the following restrictive covenants as well as those morefully and particularly described in the Eighth Schedule hereunder written that the said Apartment will be conveyed subject to the performance and observance of the covenants, stipulations and restrictions as stated in the Eighth Schedule stated hereunder and such covenants shall run with and bind the said Apartment so as to benefit the Allottee/Purchaser but not so as to render the Allottee/Purchaser personally liable for any breach of a restrictive covenant after he has parted with all interest in the said Apartment and to contain the same in the Deed of Conveyance of the said Apartment.

a) So long as each Apartment in the building is not separately assessed and mutated, the Allottee/Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said building and such proportion to be determined by the Promoter/Developer on the basis of the area of the said Apartment;

- b) After taking delivery of the Said Apartment and registration of the Deed of Conveyance, the Allottee/Purchaser shall take steps to have the Said Apartment separately assessed and mutated. The Allottee/Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- c) In case the Allottee/Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Promoter/Developer and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Allottee/Purchaser and/or the Said Apartment, including electricity, water supply and/or other services, amenities and facilities during the time that the Allottee/Purchaser is in default. In addition the said Apartment shall be deemed to be charged in favour of the Promoter/Developer and/or Maintenance Agency and/or Association as the case may be for all such amounts falling due together with interest;
- d) In case the Promoter/Developer and/or Maintenance Agency condones the default of the Allottee/Purchaser, then and in such event, the Allottee/Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Promoter/Developer and/or Maintenance Agency and also interest at the rate of 18% percent per month for the period of default on all amounts remaining unpaid together with reconnection charges;

26. THE PROMOTER/DEVELOPER with written consent of vendors/owners shall be entitled to the following rights :

- a) To raise further storey or stories or make construction, addition or alteration on the roof of the building or in any part thereof or on any open or covered space at the said Housing Project in accordance with law and to use and connect all common installations facilities and utilities at said Housing Project for and to all such construction, addition or alteration.
- b) To set or permit the setting up of V-Sat, Dish or other antennas etc. at or otherwise used or permit to be used the top roof of the buildings or any part thereof or the parapet walls or any constructions thereon or any part thereof for any projections, signboards, glow sign, placard, advertisement, publicity thereat or there from.
- c) To set or permit the setting up of roof gardens, cooling plants. V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and for replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner.

- d) To develop and utilize adjacent land if purchased /under lease/under joint venture agreement and the open space or spaces surrounding the building or otherwise at the said entire project land and the Promoter shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee (user right) in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by Promoter

- e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.

- f) To sell Servant's Quarter and/or Storage Rooms on the Basement/Ground/other Floors of the Building Block to any intending Allottee and the same shall not form part of Common Area.

- g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Building Block (including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Allottee).

- h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion thereof.
- i) The Promoter will have the liberty to change the direction of infrastructure services which may be required for the purpose of better utilization of space.

27. COST OF SERVICES CONSUMED :

The Allottee/Purchaser shall pay to the suppliers all charges for electricity, water, telecommunications and other services consumed or used at or in relation to the said Apartment including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.

28. WORKS REQUIRED BY STATUTE, DEPARTMENT OF AUTHORITY :

The Allottee/Purchaser must exercise all works and maintain all arrangements on or in respect of the said Apartment that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority regardless of whether such requirements are imposed on the Owner/Promoter/Developer, occupier or any other person.

29. OBLIGATION OF THE PURCHASER / ALLOTTEE :

The Allottee/Purchaser shall be liable for :

- i) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said Apartment and applicable to the said premises or the said building;
- ii) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement;
- iii) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;
- iv) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement;

30. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PURCHASER/ ALLOTTEE

30.1 The Allottee/Purchaser is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said building in general and this project in particular. That the Allottee/Purchaser hereby undertakes to comply with and carry out, from time to time even after the Allottee/Purchaser has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at his/her own cost.

31. MISCELLANEOUS

31.1 The name of the residential complex shall be 'NATURA'.

31.2 The right of the Allottee/Purchaser shall remain restricted to the Said Apartment and in no event the Allottee/Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building.

31.3 The Allottee/Purchaser shall not be entitled to use any car parking space at the said premises unless specifically allotted under this agreement.

31.4 The Allottee/Purchaser shall have no right in the roof of the building, any of the open spaces, open car parking spaces etc. at the said premises save and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Vendors/Owners/ Promoter/Developer and the Vendors/Owners/Promoter/Developer shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Allottee/Purchaser herein shall be subject to the aforesaid right of the Vendors/Owners/Promoter/Developer.

31.5 At or before the date of possession, the Allottee/Purchaser shall deposit with the Owner/Promoter necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the Owner/Promoter. Such deposit shall be treated as a security deposit which shall be utilised or applied for the purpose of discharging the obligation of the Allottee/Purchaser to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate

maintenance charges and other outgoings agreed to be paid by the Allottee/Purchaser, then and in that event the Allottee/Purchaser shall make payment of the balance amount forthwith.

31.6 The Allottee/Purchaser shall not transfer or assign the rights under this Agreement without prior written permission from the Vendors/Owners/ Promoter/Developer and till such time all payments under this Agreement are cleared.

31.7 If prior to execution of the conveyance, the Allottee/Purchaser nominates his/their booked apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee/Purchaser may do so with the permission of the Vendors/Owners/Promoter/Developer. At the time of nomination, the Transferee will be compulsorily required to register the Agreement for sale/nomination agreement subject to terms stated hereunder.

31.8 The Allottee Purchaser shall pay a sum calculated @ ___% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Vendors/Owners/Promoter/Developer. Any additional income tax liability that may become payable by the Vendors/Owners/Promoter/Developer due to nomination by the Allottee/Purchaser because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee/Purchaser paying to the Vendors/Owners/Promoter/Developer agreed compensation equivalent to the

income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee/Purchaser on or before nomination.

32. MAINTENANCE OF THE RESIDENTIAL COMPLEX :

32.1 The Vendors/Owners/Promoter/Developer shall frame a scheme for maintenance and management of common areas and common amenities and facilities of the said Residential building complex and overall management and control of the common areas together with amenities and facilities in the said building complex shall be transferred to the association or Maintenance Agency as per applicable laws and shall remain vested in the same and all decisions with respect to the management and control shall be binding on all the Allottee/Purchasers of the said building.

32.2 The Vendors/Owners/Promoter/Developer will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorated maintenance charges etc. from the Apartment holders in the said building. Such maintenance Agency shall be accountable to the Owner/Promoter and for the aforesaid purpose, each of the Allottee/Purchasers shall be obliged to execute a separate agreement with such Maintenance Agency or Owner/Promoter as the case may be.

32.3 After the Vendors/Owners/Promoter/Developer appoints the said management company or Agency all the rights and obligations of the Owner/Promoter with regard to

the common purposes shall be exercised by the said Management Company or Agency and the Owner/Promoter shall be freed and discharged from all the obligation in respect thereof.

32.4 The Vendors/Owners/Promoter/Developer shall be entitled to form a separate management company for regular maintenance of the said residential complex which shall prorate between all the Apartment holders all taxes and assessments both general and special attributable to the said building and its percentage interest.

32.5 The Allottee/Purchaser shall bear and pay the proportionate costs charges and expenses of the said residential complex together with management fees thereof to the Vendors/Owners/Promoter/Developer and/or Maintenance Agency.

32.6 The Vendors/Owners/ Promoter/Developer or Maintenance Agency shall keep all books of account and other records of the residential complex in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said residential complex.

32.7 The Allottee/Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said residential complex.

33. ENTIRE AGREEMENT :

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

34. RIGHT TO AMEND :

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

35. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ PURCHASER/ SUBSEQUENT ALLOTTEES :

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

36. WAIVER NOT A LIMITATION TO ENFORCE :

36.1 The Vendors/Owners/Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee/Purchaser in not making payments as per the payment plan described in the

Fifth Schedule including waving of the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Vendors/Owners/ Promoter/Developer in the case of one Allottee/Purchaser shall not be construed to be a precedent and /or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees/Purchasers.

36.2 Failure on 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.

36.3 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

37. SEVERABILITY:

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

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

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

39. FURTHER ASSURANCES :

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

40. DOCUMENTATION AND PROFESSIONAL CHARGES :

40.1 M/s. _____, Solicitors & Advocates of _____ shall draw all papers, documents and drafts required in connection with the said Apartment and other Apartments in the said building as envisaged therein and the Allottee/Purchaser shall pay the Professional Fees to _____ for preparing drafting for execution and registration of the papers, documents in relation to transfer of the said Apartment in favour of the Allottee/Purchaser as shall be decided by the Promoter/Developer/Owners/ Vendors.

40.2 All stamp duty, registration charges and other incidental expenses in relation to agreement for sale and Deed of conveyance of the said Apartment and also any other assurances deeds and documents as may be required to be made for or in relation thereto shall be borne and paid by the Allottee/Purchaser.

41. CONVEYANCE OF THE SAID APARTMENT :

Subject to fulfillments of all the obligations by the Allottee/Purchaser, the Owners and Vendors/Owners/Promoter/Developer shall execute and register appropriate Deed of Sale/Conveyance of the said Apartment unto and in favour of the Allottee/Purchaser free from mortgage and charges of whatsoever nature provided however the Vendors/Owners/Promoter/Developer shall be entitled to raise loans from any Bank and/or financial institution in order to complete the construction of the said residential complex from any Bank and or financial institutions.

42. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Owner/Vendor/Promoter/Developer through its authorized signatory at the Promoter's/Developer's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser in Kolkata after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar/District Sub-Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

43. NOTICES :

43.1 That all the notices to be served on the Allottee/Purchaser and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Vendors/Owners/ Promoter/Developer by registered post at their respective addresses specified below :-

Mr. (Owner Names)	M/s..... (Promoter's Name)	Mr. (Allottee(s) Name)
Address	Address	Address

It shall be the duty of the Allottee/Purchaser and Vendors/Owners/ Promoter/Developer to inform each other of any changes 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/Developer or the Allottee/Purchaser, as the case may be.

43.2 All notices and/or communication hereunder shall be in writing and digitally delivered personally by e-mail, SMS, Whatsapp or mailed by certified mail postage and dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto. If the receiving party consists of more than one person a notice to one of them is notice to all.

44. JOINT ALLOTTEE/PURCHASER :

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

45. SAVINGS :

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

46. GOVERNING LAW / JURISDICTION :

46.1 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.

46.2 Only the Courts having territorial jurisdiction over the said premises shall have jurisdiction in all matters relating to or arising out of this agreement.

47. DISPUTE RESOLUTION / ARBITRATION :

47.1 All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996 and any fees, costs and expenses incurred by such mediation or arbitration shall be payable equally by the Apartment Allottees/Purchasers involved in such disputes.

(Any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made thereunder.)

THE FIRST SCHEDULE ABOVE REFERRED TO :

(THE ENTIRE HOUSING COMPLEX/SAID LAND)

ALL THAT the Municipal Premises No.37, Chanditalla Main Road, Kolkata - 700053 also known as 21, Chanditalla Main Road, Kolkata - 700053 containing an area of 208 Cottahs equivalent to 343 decimal be the same a little more or less lying in Ward No.116 of The Kolkata Municipal Corporation, P.S. Behala under Dag No.81, 82, 81/1092 ,114 and 113/528 R.S. Khatian No.566 and 586 and 344 Mouza Siriti J.L. No.11 District South 24-Parganas and butted and bounded in the manner following, that is to say :

ON THE NORTH : Kanchan Apartment, 36/B/4 Chanditala Main Road , ;
ON THE SOUTH : Partly Chanditalla Main Road and A.K. Enterprise, 23
Chanditala Main Road, Kolkata Main Road;
ON THE EAST : Sarada Palli Basti ;
ON THE WEST : Chanditalla Main Road ;

THE SECOND SCHEDULE ABOVE REFERRED TO :

A. By virtue of a Deed of Conveyance dated 3rd day of July 2015 registered in the office of the Additional Registrar of Assurance-I, Kolkata in Book No.I, being No.190105437 for the year 2015 Smt. Manju Devi Choudhury sold transferred by way

of sale conveyed assigned and assured All That undivided 1/4th share into or upon All That the Municipal Premises No.037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata – 700053 containing an area of 208 Cottahs i.e. 52 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. (i.e. 6,750 Sq.ft.) all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation P.S.- Behala, P.O.- New Alipore, under R.S. Dag Nos.81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian No.566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated therein unto and in favour of the Shah Projects Private Limited at or for the consideration and on the terms and conditions stated therein ;

B. By virtue of a Deed of Conveyance dated 3rd day of July 2015 registered in the office of the Additional Registrar of Assurance-I, Kolkata in Book No.I, being No.190105436 for the year 2015 Smt. Champa Devi Choudhury sold transferred by way of sale conveyed assigned and assured All That undivided 1/4th share into or upon All That the Municipal Premises No.037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata – 700053 containing an area of 208 Cottahs i.e. 52 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. (i.e. 6,750 Sq.ft.) all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation P.S.- Behala, P.O.- New Alipore, under R.S. Dag

Nos.81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian No.566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated therein unto and in favour of the Rajiv Shah and Smt. Nisha Shah at or for the consideration and on the terms and conditions stated therein ;

C. By virtue of a Deed of Conveyance dated 3rd day of July 2015 registered in the office of the Additional Registrar of Assurance-I, Kolkata in Book No.I, being No.190105438 for the year 2015 Rajiv Choudhury sold transferred by way of sale conveyed assigned and assured All That undivided 1/4th share into or upon All That the Municipal Premises No.037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata – 700053 containing an area of 208 Cottahs i.e. 52 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. (i.e. 6,750 Sq.ft.) all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation P.S.- Behala, P.O.- New Alipore, under R.S. Dag Nos.81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian No.566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated therein unto and in favour of the Saurav Shah and Smt. Shweta Shah at or for the consideration and on the terms and conditions stated therein ;

D. By virtue of a Deed of Conveyance dated 6th day of July 2015 registered in the office of the Additional Registrar of Assurance-I, Kolkata in Book No.I, being

No.190105463 for the year 2015 Shyam Choudhury sold transferred by way of sale conveyed assigned and assured All That undivided 1/4th share into or upon All That the Municipal Premises No.037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata – 700053 containing an area of 208 Cottahs i.e. 52 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. (i.e. 6,750 Sq.ft.) all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation P.S.- Behala, P.O.- New Alipore, under R.S. Dag Nos.81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian No.566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated therein unto and in favour of the Mayank Shah and Smt. Sweta Shah at or for the consideration and on the terms and conditions stated therein ;

E. By virtue of a Deed of Gift dated 11th day of February 2020 registered in the office of the Additional Registrar of Assurance-IV, Kolkata in Book No.I, Volume No.1904-2020, pages 81386 to 81416, Being No.190401231 for the year 2020 Sri Mayank Shah and Smt. Sweta Shah renounced all their estate and right title interest with intent to vest the same in and granted transferred by way of Gift, conveyed assigned and assured All That undivided 1/4th share into or upon All That the Municipal Premises No.037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata – 700053 containing an area of 208 Cottahs i.e. 52 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and

asbestos roof admeasuring 27,000 Sq.ft. (i.e. 6,750 Sq.ft.) all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation P.S.- Behala, P.O.- New Alipore, under R.S. Dag Nos.81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian No.566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated therein unto and in favour of the Sri Rajiv Shah absolutely and forever at or for the consideration and on the terms and conditions stated therein ;

F. By virtue of the aforesaid part recited Deeds of Conveyance and Deed of Gift the Shah Projects Pvt. Ltd., Rajiv Shah, Nisha Shah, Sourav Shah and Shweta Shah hereinafter collectively referred to as the Owners became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That the Municipal Premises No.037, Chanditalla Main Road, Kolkata – 700053 and mailing address being 21, Chanditalla Main Road, Kolkata – 700053 containing an area of 208 Cottahs be the same a little more or less TOGETHER WITH partly rented dwelling house for residential use and dilapidated shed with brick wall and asbestos roof admeasuring 27,000 Sq.ft. all having cemented floor standing thereon situate and lying in Ward No.116 of the Kolkata Municipal Corporation P.S.- Behala, P.O.- New Alipore, under R.S. Dag Nos.81 (area 199 Decimals), 82 (area 44 Decimals), 81/1092 (area 3 Decimals), 114 (area 82 Decimals) and 113/528 (area 16 Decimals), R.S. Khatian No.566, 586 and 344, Mouza Siriti, J.L. No.11, District South 24-Parganas, morefully described in the Schedule stated hereunder hereinafter referred to as the said Premises having undivided share each in the proportion as mentioned

in the above recited Deeds of Conveyance and Deed of Gift as well as stated hereunder :-

1.	Shah Projects Pvt. Ltd.	undivided 25% share
2.	Mr. Rajiv Shah	undivided 37.5% share
3.	Mrs. Nisha Shah	undivided 12.5% share
4.	Mr. Saurav Shah	undivided 12.5% share
5.	Mrs. Shweta Shah	undivided 12.5% share

		Total 100% Share
		=====

THE THIRD SCHEDULE ABOVE REFERRED TO :

APARTMENT

ALL THAT Apartment No.____ containing Carpet area of about ____ Sq.ft. be the same a little more or less and Exclusive Balcony/Verandah/Open Terrace Area or "EBVT Area", if any, having area of ____ square feet aggregating to Net Area of ____ square feet

AREA	Sq. Ft
Carpet Area of Apartment	
EBVT Area	
Net Area = (Carpet Area of Apartment + EBVT Area)	

on the ___ floor of the said building being Block No.____ of "NATURA" together with right to park _____ car in the _____ parking area bearing parking space No. _____ (open/covered/mechanical/dependent /independent) of the said building being Block No.____ together with the right to use the undivided proportionate impartible share in the land comprised in the said Premises No.37, Chanditalla Main

Road, Kolkata – 700053 also known as 21, Chanditalla Main Road, P.S. Behala, Kolkata – 700053 attributable thereto and together with right to use and enjoy the common areas or parts and facilities of the said building Block No.____ appertaining thereto for residential purpose, provided however for the purpose of registration the Built up Area of the said Apartment is _____ Sq.ft. (built up area means carpet area plus Balcony if any, plus terrace if any, with external walls of the said Apartment and internal wall within the Apartment).

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(SPECIFICATIONS)

- STRUCTURE : RCC Framed Structure
- BRICK WORK : Eco-friendly, premium brickwork with Autoclaved Aerated Concrete (ACC) blocks used for better quality, thermal insulation, reduction of damp
- FOUNDATION : Pile Foundation for Durability and Stability
- LIVING ROOM/ DINING AREA :
 - FLOORING : Vitrified Tiles
 - WALL : POP Finish
 - CEILING : POP Finish
 - MAIN DOOR : Laminated Decorative Flush Doors with accessories \
 - BALCONY : Aluminium Sliding Door with full Glazing MS Railing
 - WINDOWS : Anodized/Powder Coated Aluminium with clear Glazing
 - ELECTRICAL : Concealed Wiring with Modular Switches of reputed make, Provision for Telephone and Television points; Provision for Split AC System including drainage pipe
 - OTHERS : IP PBX Video Phones
- BEDROOMS :
 - FLOORING : Vitrified Tiles

- WALL : POP Finish
- CEILING : POP Finish
- DOOR : Flush Door
- WINDOWS : Anodized/Powder Coated Aluminium with clear Glazing
- ELECTRICAL : Concealed Wiring with Modular Switches of reputed make, Provision for Telephone and Television points

- KITCHEN :
 - FLOORING : Anti Skid Ceramic Tiles
 - WALL : POP Finish, Wall Tiles upto 2 ft height on all around wall over Granite Counter
 - CEILING : POP Finish
 - WINDOWS : Anodized/Powder Coated Aluminium with clear Glazing
 - COUNTER : Granite Slab with a stainless steel sink with drain board
 - ELECTRICAL : Concealed Wiring with Modular Switches of reputed make, Water Filter point, Exhaust Fan point! Chimney point
 - OTHERS : Provision for outlets for Exhaust Fan/ Chimney

- TOILET :
 - FLOORING : Anti Skid Ceramic Tiles
 - WALL : Ceramic Tiles upto Door height
 - CEILING : POP Finish
 - DOOR : Flush Door
 - SANITARY WARE : Sanitary ware of Hindware / Parryware or equivalent brand
 - CP FITTINGS : Sleek C P Fittings from jaquar or equivalent make
 - ELECTRICAL : Concealed Wiring with Modular Switches of reputed make, Provision for light, geyser and exhaust points
 - OTHERS : Granite basin counter in master bedroom only

- LIFTS : Automatic High Speed elevators of reputed make

- LOBBY : Lobbies with Elegant lift facade

- OUTDOOR FINISH: Partly Claded Stone looks and balance in Paint

THE FIFTH SCHEDULE ABOVE REFERRED TO :

SALE PRICE

PART – I

a)	Cost of the said Apartment (Carpet Area)	Rs. _____
b)	Cost of Car Park	Rs. _____
c)	Cost of Exclusive Balcony	Rs. _____
d)	Cost of Exclusive Open Terrace	Rs. _____
e)	Add GST/Taxes	Rs. _____

The Total Sale Price		Rs..... =====

PART – II

(Schedule of payment of the Total Sale Price)

The price of the said Apartment of Rs. _____ only shall be payable by the allottee in the manner as stated hereunder:-

ON EXPRESSION OF INTEREST	Rs. 2,00,000 + GST
ON ISSUE OF BOOKING LOITER (LESS:EXPRESSION OF INTEREST)	10% + GST
ON AGREEMENT	10% + GST
ON COMPLETION OF PILING WORK	10% + GST
ON COMPLETION OF GROUND FLOOR CASTING	10% + GST
ON COMPLETION OF 1 ST FLOOR CASTING	7.5% + GST
ON COMPLETION OF 3 RD FLOOR CASTING	7.5% + GST

ON COMPLETION OF 5 TH FLOOR CASTING	7.5% + GST
ON COMPLETION OF 7 TH FLOOR CASTING	7.5% + GST
ON COMPLETION OF 9 TH FLOOR CASTING	5.0% + GST
ON COMPLETION OF 10 TH FLOOR CASTING	5.0% + GST
ON COMPLETION OF BRICKWORK OF THE FLAT	5.0% + GST
ON COMPLETION OF FLOORING OF THE FLAT	5.0% + GST
ON POSSESSION	10% + GST

PART – III

(Extra Charges and Deposits)

("Extra Charges")

(a) The Purchaser/Allottee hereby agree(s) and undertake(s) to make payment to the Promoter/Developer the following related amounts, together with the applicable taxes as and when demanded by the Promoter/Developer :

- i) charges and expenses for procuring transformer, electricity connection HT/LT for the building at actuals;
- ii) meter installation and security deposit - at the actual cost levied by the relevant Authority, with any increase in the rates and taxes related to electric charges and other outgoings to be charged on a pro rata basis;
- iii) all actual charges and deposits that may be necessary to be paid and/or to be deposited with CESC Ltd. ;
- iv) in those cases where a sub-meter has been agreed to be provided to the Purchaser/Allottee - all actual costs, charges and expenses ;
- v) Generator charges for limited back up - at the rate of Rs. _____
(Rupees _____ only per KVA.

vi) costs and charges for formation of the Association - Rs._____ (Rupees _____) only per Apartment;

(b) The Purchasers/Allottee hereby agree(s) and undertake(s) to make payment to the Vendors/Owners the following related amounts, together with the applicable Taxes, as and when demanded by the Vendors/Owners:

i) Documentation and legal fees - Rs._____ (Rupees _____) only (on Super Built up area of the flat and car-parking area) (herein referred to as the "PROFESSIONAL CHARGES");

ii) 50% (fifty percent) of the "professional charges" to be paid after the execution of the Agreement for Sale and the balance amount to be paid at the time of execution and registration of Deed of Conveyance;

iii) Club Development charges Rs._____ (Rupees _____) only ;

iv) Nomination Charges if any Rs._____ (Rupees _____) only;

Other Terms & Conditions:-

- Payment to be made in favour of "_____" by A/C Payee Cheque/DD/RTGS Fund Transfer.
- Applicable GST & other levies with each installment.

The above amounts to be determined at "actuals" shall be such as shall be certified by the Developer/Promoter, and the Allottee hereby agree(s) to accept the same.

("Deposits")

The Purchasers/Allottee hereby agree and undertake to make payment to the Developer/Promoter the following deposits as and when demanded by the Developer/Promoter.

- (c) Interest free non-refundable Deposits :
- i) Common Area Expenses deposit – a sum equivalent to the Common Expenses for a period of 1 (one) year, presently estimated to be Rs._____ (Rupees _____) only. The Common Expenses is only an estimate, and is subject to such variation as may be determined by the Developer/ Promoter and/or the Association, which shall be accepted by the Allottee without raising any objection on any ground whatsoever or howsoever;
- ii) Sinking fund Rs._____ (Rupees _____) only per sq. ft.
- iii) Deposit on account of municipal rates and taxes in respect of the said Apartment Rs._____ (Rupees _____) only, which deposit shall be refunded, after necessary deductions/adjustments if any, only after the Purchasers/Allottee produces certificate/Letter of mutation and assessment of the said Apartment in the records of the Kolkata Municipal Corporation as the Allottee of the said Apartment.

All amounts payable as stipulated in Clause III above is payable prior to handover of possession of the Apartment as and when demanded by the Promoter/Owner.

(TAXES)

The Total GST as per the present applicable rate opted by the Developer in respect of Apartment is Rs. _____ (Rupees _____ only) ("Total GST") however the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Purchaser/Allottee undertake and confirm to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Owner/Promoter.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(THE COMMON AREA/COMMON PARTS & FACILITIES)

Part - I (RESIDENTIAL COMPLEX)

1. Drains and sewers from the Said Premises to the municipal corporation duct.
2. Water sewerage and drainage connection pipes from the Apartments to drains and sewers common to the said Premises.
3. Toilets and bathrooms as designated and identified for common use of durwans, drivers and the maintenance staffs of the said Residential Complex.
4. Boundary walls of the Said Premises including walls of the main gates.
5. Water Pump Room, Domestic Water Tank and Water Treatment Plant
6. Tube well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required therefor.
7. Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefor

8. Windows/doors/grills and other fittings of the common areas of the Said Premises.
9. Generator, its installations and its allied accessories
10. Fire Tank, Fire Hydrants and Sprinklers in Common Areas
11. Visitors Open Car Park'
12. Sewerage treatment plant
13. Security Room
14. Community Hall
15. Admin Office
16. Pantry
17. Gymnasium
18. Swimming pool
19. Kid's Play Area
20. Indoor Games Room

Part - II (TOWER)

1. The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances, exits.
2. 2 Nos. of Passenger Lifts.
3. Ultimate Roof of each Tower / Block.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(COMMON AREA SERVICE AND MAINTENENCE EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Residential Complex and every exterior part thereof in good and

substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Apex Association/Maintenance Agency) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and ground areas of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing of the road as and when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers, Sewage treatment plant forming part of the Project as well as the entire Residential Complex.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the

common parts and community halls passages landing and stair cases and all other common parts of the building.

9. Cleaning as necessary of the areas forming parts of the Residential Complex.
10. Operating maintaining and (if necessary) renewing replacing the lighting apparatus from time to time of the Residential Complex and providing such additional lighting apparatus as the Promoter may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting payable by the individual Owners/Lessees/occupiers of any Unit/Apartment.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual Purchasers of any Apartment.
15. Generally managing and administering the maintenance and protecting the amenities in the building and for that purpose employing a contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the service and maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. To comply with the requirements and directions of any competent authority together with rules and regulation under all statutes and Rules, orders and bye-laws made thereunder relating to the Residential Complex excepting those which are the responsibility of the owner/occupier of any Apartment/ Apartments.
18. Maintenance renewal, replacement and Insurance of fire fighting appliances and other equipments for common use from time to time as considered necessary.
19. Administering the management and complying with all relevant statutes and regulations and orders thereunder and entrusting suitable persons or firm to deal with these matters.
20. The provision for maintenance renewal and replacement of any other equipments, accessories and making provision of any other service which in the opinion of the Association, Management Agency it is reasonable to provide.
21. To fix annually or periodically as shall be estimated by the Association/ Management Agency (whose decision shall be final) to provide a reserve fund for items of expenditure referred to herein to be incurred at any time.

22. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the Residential Complex.
23. Expenses for Electric Supply system, Electric Generating Set, Water Supply lines, Pumps, Motors, Filtration Plant and its allied equipments etc.
24. Community Hall and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assets in common areas used for common purposes.
25. To keep any statutory permission upto date.
26. Any other expense for common Purpose/common benefit as deemed fit by the Promoter/Association or Maintenance Agency.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :
(STIPULATIONS, COVENANTS AND RESTRICTIONS)

As from the date of possession of the said Apartment the Allottee/Purchaser agrees and covenants :-

1. To co-operate with the other Apartment Owner and the Promoter in the management and maintenance of the said New Buildings.
2. To observe the rules and regulations framed from time to time by the Promoter and upon the formation of the Association by such Association and/or management Agency.

3. To pay proportionate maintenance and service charges common expenses including management fees thereof and all other outgoings applicable to the said Apartment and in respect of the said common areas together with amenities and facilities of the said new building.
4. To pay regularly and punctually to the statutory, Semi-Government body as the case may be all rates, taxes, impositions and all other outgoings in respect of the Said Apartment and also proportionately for the common areas and/or portions.
5. To abide by rules and regulations as may be made applicable by the Promoter/Developer before the formation of the Association and the Promoter shall form an Adhoc Committee of the Apartment Owners and the initial members of the said Adhoc Committee shall be such of the Apartment Owner who may be nominated and/or selected by the Promoter. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
6. The Promoter/Developer shall frame a scheme for maintenance and management of common areas and common amenities and facilities of the said new buildings and overall management and control in respect thereof which shall be binding on all apartment Purchasers of the said building.
7. The Promoter/Developer will be entitled to engage and/or appoint a Maintenance Agency for carrying out the management and maintenance of the said buildings and to collect prorate maintenance charges etc. from the Allottees/Apartment holders in the said building. Such maintenance Agency shall be accountable to the Promoter and/or association as the case may be.

8. After the appointment of the said management / maintenance agency all the rights and obligations of the Promoter with regard to the common purposes shall be exercised by the said management / maintenance agency and the Promoter/Developer shall be freed and discharged from all the obligation in respect thereof.
9. The Promoter shall be entitled to form a separate management company for regular maintenance of the said residential complex which shall also realise and collect all rates and taxes and assessments to the said building and/or apartment as the case may be.
10. The Promoter or Maintenance Agency shall keep all books of account and other records of the said residential complex in accordance with good accounting principles and procedure applied in a consistent manner and keep statements, receipted bills and invoices and all other records covering all collections disbursement and other expenses in connection with maintenance and management of common areas and facilities of the said residential complex.
11. The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common areas and facilities of the said residential complex.
12. To pay such further deposits as may be required by the Promoter/ Association from time to time.
13. To deposit the amounts reasonably required with the Maintenance Agency towards the liability for rates and taxes and other outgoings including Sinking fund.

14. To bear and pay increase in local taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned Authority or Government and/or other public Authority on account of change of user of the Apartment by the Apartment Owner for any purposes other than for purposes for which it was sold.
15. To use the said Apartment for residential purposes and not for other purposes whatsoever.
16. To allow the Promoter/Maintenance Agency with or without workmen to enter into the said Apartment for the purpose of maintenance and repairs but only with at least 24 hours prior notice in writing to the Apartment Owner. (except in emergency without notice).
17. To pay electricity charges in relation to the said Apartment wholly and proportionately relating to the common parts.
18. Not to do anything or prevent the Promoter/Developer from making further or additional legal constructions within 8 A.M. to 8 P.M. in the said residential complex on any working day notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Apartment.
19. To maintain or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.

20. To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other apartment Owners and/or occupiers.
21. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment, Owner and/or occupier of the Apartment below and in the event of any leakage or seepage of water to forthwith carry out repairs at its own cost and expenses.
22. Not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment or common wall of the adjacent Apartment or in any manner interfere with the use and rights and enjoyment thereof in respect of any open passages or amenities available for common use.
23. Not to damage demolish or cause to damage or demolish the said Apartment or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving the Apartment in the said building or which may cause damage to any other portion of the building in any manner.
24. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment.

25. Not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the building otherwise than in the manner developed by the Promoter.
26. Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
27. Not to affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts, without approval of the Promoter/ Association .
28. Not to use the said Apartment or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents of the other portions of the said building or buildings or the residential complex or the occupiers of the neighboring premises.
29. Not to install or use at the said Apartment any equipment which causes noise or vibration detectable outside the said Apartment or causes damage to the building or plant or conducting media.
30. Not to sub divide or partition the said Apartment in any manner whatsoever.
31. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
32. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the building save a letter-box at the place in

the ground floor as approved or provided by the Promoter and a decent nameplate outside the main gate of the Apartment.

33. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might damage the conducting media or the drainage system of the residential complex.
34. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
35. Not to install any air-conditioner, except in the specified or approved places.
36. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
37. Not to allow or use any cable, internet or other service providers save and except those service providers whom the Promoter or the Association might have selected or engaged.
38. The Purchaser shall only use drills (and not manual hammers) which can be used to drive nails/screws into the walls of the Apartment.
39. In order to prevent the puncture or leakage of concealed water pipe lines/ electrical conduits or wires of the said Apartment the Purchaser shall not use drills in the kitchen or the toilet without the supervision of the representative of the Promoter or Management Agency or the Association as the case may be.
40. Not to remove gratings in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
41. Not to make or permit or play any radio and television or speaker or create any noise in the said Apartment or do or permit anything to be done therein

which will cause nuisance and disturbance to the occupants of the adjacent apartments and/or the said building.

42. To keep the Apartment in a good state of repair and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
43. Not to place any article in the halls or on the staircase landings or fire escape nor shall anything be hung or door mat shaken from the windows, terraces or balconies or placed upon the window sills of the said Building and fences or partitions shall be erected at any terrace of the said apartment without the prior approval of the Promoter.
44. To put Air condition machine at designated places as well as strictly follow the route to take refrigerant piping or water drainage lines while installing their AC Units.
45. No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building except such as shall have been approved by the Promoter/Association and no puncturing of window/wall to install AC Units will be permitted.
46. Not to cover open terrace by any other means except by temporary awnings with prior permission of the Promoter and/or the Association or Managing Agency.
47. Not to use the water-closets and other water apparatus in the Building by throwing any sweepings, rubbish, rags or any other article into the same.
48. No radio or television aerial, electrical and telephone installation machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.

49. Not to install any electrical point which may affect the structure of the said building.
50. Not to install any collapsible gate outside the main door/entrance of the said Apartment.
51. Not to carry on or cause to be carried on any acts of vandalism, putting up posters and graffiti or any obnoxious or injurious activity in the said Apartment or the parking space or in the said Building or in the Common Areas.
52. Not to destroy or install or keep or run any generator in the said Apartment.
53. Not to destroy or damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Apartment Owner or the family members, invitees, servants, agents or employees of the Apartment Owner, the Apartment Owner shall be liable to compensate for the same.
54. Not to overload the passenger lifts and move goods only through goods lift or the staircase of the Building.
55. Not to allow any watchman, driver, domestic servants or any other person employed by the Apartment Owner or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden or any common areas.
56. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Apartment Owner and before employing such domestic help to give relevant information of such domestic help to the local Police station.
57. To remain fully responsible for any pets which may be kept by the Apartment Owner and dogs and other pets shall not be permitted to use elevators or in any of the common portions of the Building without apartment owner and to

ensure that the same are immunized and kept on leash and the concerned Apartment Owner shall also ensure that the pets relieve itself only at the designated place, otherwise the concerned Apartment Owner shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 20% service charge.

58. To carry out proper pest control treatment in the said Apartment at the cost of the Apartment Owner.
59. Not to keep in the parking place anything other than a private motor car of standard size or a two-wheeler and shall not raise or put up any temporary kutcha or pucca constructions grilled wall or enclosure thereon or any part thereof and shall keep it always open as before.
60. To keep Car Parking area in an orderly manner without causing encroachments and in the event of the Apartment Owner washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Apartment Owner to clean up the entire space.
61. Not to use or permit to be used the allocated car parking space for dwelling or staying of any person or storing any article except for the purpose whatsoever other than parking of its own car/cars.
62. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to the Purchaser and shall use the pathways as would be decided by the Promoter/Association.
63. Not to let out, mortgage or give on rent or transfer the right to use car parking space independently and separately of the Apartment.
64. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the common areas and facilities

of the said building or cause increase of the premium to be payable in respect thereof if the building is insured.

65. Not to claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the building and/or the residential complex.
66. The Apartment Owner must submit photographs of their employee and Drivers with full particulars with the Promoter/Association/Maintenance Agency a copy of which will also be forwarded to the local Police Station and the Maintenance Agency will issue identity cards to the staffs and visitors who will carry the same for identification.
67. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
68. The Maintenance Agency will implement a system of issuing Gate Pass for all incoming and outgoing goods and materials in any manner to ensure proper security.
69. Any workmen temporarily employed by any Apartment Owner will be issued a temporary identity pass by the Promoter/Association/ Maintenance Agency for easy identification.
70. All fit-out work inside the Apartment shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations and subject to the aforesaid restrictions all such work has to be done with the consent of the Promoter or the Association or Management Agency as the case may be and in strict compliance of the guidelines as framed by the Promoter or the Association as the case may be.

71. The Promoter/Association or Maintenance Agency reserves the right to frame the fit-out rules for monitoring the Apartment Owner's fit-out and Maintenance process so as to ensure that the fit-out works are carried out in accordance with the approved plans and in compliance with the guidelines framed by the Promoter/Maintenance Agency.
72. The Apartment Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products and the Promoter/Association will be competent to impose fine on the offenders.
73. Smoking Zones will be indentified within the residential complex where only smoking will be permitted and smoking will be prohibited at all other places.
74. All visitors to the respective Apartment will be filtered at the entrance and permitted entry only on proper authorization from the Apartment Owner.
75. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building without approval.
76. To use the Community Hall subject to payment of applicable charges for the purpose of private parties by the apartment owner, get together and family functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
77. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
78. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment Owners shall be entitled to celebrate Holi in the specified area as may be designated for such purpose provided however, such celebration shall not continue beyond 10 p.m. and

the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other apartment Owners and/or occupiers.

79. Not to use or permit to be used the passenger lifts for the purpose of taking pets and other domesticated animals including any furniture and fixtures.
80. Not to have nor create any place of worship in any common part or portion of the building or the Residential Complex, provided however, the Apartment Owner will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the Apartment Owner under no circumstances shall be permitted to organize such activities at any other place within the Residential complex.
81. Not to use the Apartment or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
82. Not to permit any sale by auction or public meeting or exhibition or display in the Apartment nor to permit in the Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, cause damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
83. Not to arrange any public function in any part of the residential complex, except with the permission of the Promoter/Association as the case may be.
84. Not to pluck flowers and destroy plants or trees in landscaped areas and keep the landscaped areas as open areas and no Apartment Owner/ Occupier shall be allowed to construct anything in these areas.
85. Not to stick bills anywhere on the Buildings or in any place within the Residential Complex except at the specified Notice Board.

86. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment Owner, any staff, servant, worker or anybody else except the places designated for the same by the Promoter/Association or the Maintenance Agency.
87. The practice of sacrificing /slaughtering any animal during the festive period of Kali Puja/Durga Puja, Id-Uz-Zoha or Bakri-Eid etc. shall not be done or permitted within the said Residential Complex and the Apartment Owners shall strictly abide by maintaining such rule/restriction. The Apartment Owners of all caste, creed and religion shall be bound by this.
88. The Purchaser shall not kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Apartment or the said building or complex including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said residential complex.
89. The lobby should be kept clean and tidy at all times.
90. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the said Complex.
91. No tenant will be allowed to occupy any Apartment unless such tenant is introduced to the Promoter/Association or Managing Agency as the case may be so that he may be recognized as a bona fide occupant of the Apartment for safety and security purposes.
92. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.

93. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair/ replacement plus compensation/service charges, if any.
94. Car Parking stickers should be obtained from the Promoter/Association or Maintenance Agency to track authorized vehicles.
95. The Promoter /Association or Maintenance Agency shall be entitled to decide from time to time to fix and levy car parking charges for parking visitor's car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
96. Not to use lobbies, entrances and stairways of the Building for any purpose other than for ingress and egress and the Apartment owner shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other common areas any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
97. No children shall be permitted to play in the, stairways or elevators and children shall not use elevators of the Building unless accompanied by elders.
98. Garbage from the Apartment must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Promoter/Association or Maintenance Agency of the Building may direct or throw into dustbins provided for the purpose within the designated common service area.
99. No vehicle belonging to a Apartment Owner or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Buildings by another vehicle.

100. Not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment Owner shall be entitled to avail of the cable connection facilities provided to all.
101. The Purchaser shall mutate his apartment with the appropriate authorities of the Kolkata Municipal Corporation and in case of default, the Promoter/Association will be entitled to get the said Apartment mutated and the Purchaser shall be liable to pay all costs, charges and expenses including professional fees in respect thereof.
102. Not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
103. To ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using and keep the common toilets clean and dry.
104. To use the spittoons / dustbins located at various places in the said complex.
105. Not to obstruct or cover the fire exits and balconies/terraces of the said Apartment.
106. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the said Residential Complex.
107. The Purchaser shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the residential Complex by affixing posters, hanging festoons or doing any other act.

108. To comply with all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Apartment.
109. The Purchaser shall not make the Promoter/Association responsible for the temporary disruption and/or obstruction of common services in the said Apartment or Residential Complex for any reasons whatsoever.
110. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser shall be deemed to be an act, default or omission of the Apartment Owner.
111. Not to sell any utility room / store room/Car parking other than to a Apartment Owner of the Complex.
112. Not to assign/transfer/ hand over or permit usage of any Car /bike parking area to any outsider other than to a Apartment Owner of the Building.
113. The Purchaser shall install and maintain all fire fighting and sensing system gadgets and equipment in the said Apartment as required under law at its own costs and shall keep the said Apartment free from all hazards relating to fire and will be required to integrate its Fire alarm system with the building Fire Alarm System.
114. Not to install or maintain in the said Apartment any equipment or apparatus that may adversely affect the performance of any security or fire alarm system in the building.
115. To co-operate with the other Co-Owners and the Promoter/ Association or Maintenance Agency in the management and maintenance of the said Residential Complex.

116. The Apartment Owner shall cooperate with the promoter/ Association/Maintenance Agency in observing and performing the following maintenance rules :

(MAINTENANCE RULES)

SL. No.	MAINTENANCE AREA	ITEM No.	RULES
1.	SECURITY SERVICES	i.	Keeping a record of visitors entering into the complex premises
		ii.	To prevent any trespassing through the Complex compound
		iii.	Guarding the Complex
		iv.	Control Traffic and prevent jams within internal roads and pathways
		v.	Switching On/Off common lights
		vi.	The operation of water supply when needed
		vii.	The operation of Generator set when needed
		viii.	The operation of lifts in case of electricity failure
		ix.	The operation of Fire Fighting equipment when needed
		x.	Entry and Exit should be monitored
2.	SWIMMING POOL	i.	To use swimming pool at specified timing.
		ii.	Swimming Pool should be cleaned regularly with disinfectant and maintain the pH balance of water .
3.	COMMUNITY HALL	i	Decorative items should not be stuck on painted walls.

		ii	The apartment owner/member renting the Hall shall be responsible to arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law.
4.	GARBAGE COLLECTION	i	Dry and Wet garbage should be segregated as mandated by municipalities / Sanctioning Authorities.
		ii	Garbage bags should be used for maintaining hygienic.
		iii	There should always be a trolley placed under the garbage chute.
		iv	Follow the caution signals that are mentioned on the Chute.
		v	Do not throw boxes bigger than the size of the door of the chute.
		vi	Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.
		vii	Manual cleaning of the moist place near the exit of the garbage once in 15 days.
		viii	Garbage collected from the garbage chute or manually collected should be disposed of

			either by recycling it within the complex premises or by reloading it into municipality truck.
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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands, seals hereunto the day month and year first above mentioned.

SIGNED SEALED AND DELIVERED

by the VENDORS/OWNERS at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED by the

PROMOTER/DEVELOPER at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED

by the ALLOTTEE/PURCHASER at Kolkata

In the presence of :-

=====
DATED THIS DAY OF 2021
=====

B E T W E E N

SHAH PROJECTS PRIVATE LIMITED & ORS.

..... VENDORS/OWNERS

A N D

SRIJAN REALTY PVT. LTD.

..... PROMOTER/DEVELOPER

A N D

PURCHASERS/ALLOTTEES

AGREEMENT FOR SALE

C.K. JAIN & COMPANY
SOLICITOR AND ADVOCATES
7A, KIRAN SHANKAR ROY ROAD
KOLKATA - 700001