

AGREEMENT FOR SALE

THIS AGREEMENT made this day of Two
Thousand Eighteen

BETWEEN

J.G. DEVELOPMENT PRIVATE LIMITED, a company duly incorporated under the Companies Act, 1956, having PAN AAACJ6837F and CIN U74210WB1985PTC038622, having its registered office at 176B, Rash Behari Avenue, Gariahat, Post Office & Police Station Gariahat, Kolkata-700 029, being represented by its Managing Director, Jyotirmoy Mazumdar, son of the Late Joy Gobinda Mazumdar, by faith Hindu, by occupation business, by Nationality Indian, having PAN ADXPM9992K, residing at E1, Bishakha, NeelachalAbashan, 98, Rajdanga Road, Police Station Kasba, Post Office Bosepukur, Kolkata-700 107, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **ONE PART AND.....**, son/daughter/wife of, by faith Hindu, by occupation, by nationality Indian, having PAN, residing at, Police Station, Post Office, Kolkata-700 ..., and, son/daughter/wife of, by faith Hindu, by occupation, by nationality Indian, having PAN, residing at, Police Station, Post Office, Kolkata-700 ..., hereinafter (jointly) referred to as the **ALLOTTEE(s)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**:

The Owner and Allottee(s) shall hereinafter collectively be referred to as the “parties” and individually as a “party”

DEFINITIONS – For the purpose of this Agreement for Sale, unless the context otherwise requires-

ACT - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

ADVOCATES – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Promoter herein, inter alia, for preparation of this agreement and Conveyance for transfer of the apartment in the Project.

APARTMENT - shall mean a chamber, dwelling apartment, apartment, office space, showroom, shop, suite, apartment or any enclosed space, located on any floor or any part thereof, in the new building, used or intended to be used for any residential or commercial use, such as residence, office, shop, or showroom or for carrying on any business occupation profession or trade or for any other type of use ancillary to the purpose specified.

ARCHITECT – shall mean M.N.Consultants One Design Solutions, 1516 Rajdanga Road, Kolkata 700107 (or any other person(s) who may be appointed by the Developer as the Architect for the Project and who is registered as an architect under the provisions of the Architects Act, 1972.

ALLOTTEE (s) – shall mean and include –

- i) In case the Allottee be an individual or a group of persons, then his/her/their respective heirs executors administrators legal representatives;
- ii) In case the Allottee be a Hindu Undivided Family, then its coparceners or members for the time being and their respective heirs executors administrators legal representatives;
- iii) In case the Allottee be a Partnership Firm or Limited Liability Partnership, then its present partners and/or those who may be taken in and/or admitted as partner/partners and their respective heirs executors administrators legal representatives;
- iv) In case the Allottee be a Company, then its successor or successors in interest;

ASSOCIATION – shall mean an Association of Allottes in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

BLOCK/TOWER: shall mean the New Building block or tower where the Apartment/Apartment of the Allottees are situated comprising of residential areas, open or covered parking spaces and other constructions whatsoever to be constructed, erected and completed in accordance with the Plan.

BUILT-UP AREA: shall according to its context mean the plinth area of the apartment described in the **Second Schedule** hereunder and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two apartments/apartments then half of the area under such wall, column or pillar shall be included in each such apartment.

CARPET AREA: shall according to its context mean the usable floor area of the apartment described in the **Second Schedule** hereunder excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment.

CLUB: shall mean a Club to be set up for the use and enjoyment of the Allottees within the Project which may have the recreational facilities tentatively like, modern swimming pool, Changing Room and Shower, Health Club, Well-equipped gym, The said facilities may be varied at the sole discretion of the Promoter.

COMMON AREAS – shall mean and include as mentioned in the **Part-I** of the **Third Schedule** hereunder written however excluding the demarcated portions of the ultimate roofs in Tower Nos.1 & 2.

COMMON FACILITIES AND AMENITIES: shall mean and include the facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder.

COMMON EXPENSES– shall mean and include as mentioned in the **Fourth Schedule** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Allottees and to be contributed, borne, paid and shared by all the Allottees of the Project.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottes, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottes and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

COMPLETION CERTIFICATE - shall mean the completion certificate or such other certificate by whatever name called, issued by the competent authority certifying that the project has been developed according to the sanctioned plan(s), layout plan and specifications, as approved by the competent authority/authorities under the local laws, as applicable.

NEW BUILDING(S) - shall mean two (2) Basement plus Ground plus Seven (B+G+7) and one (1) Ground plus Four (G+4) storied building consisting of 2/3BHK residential Units and one(1) Ground plus five (G+5) storied building

consisting of commercial space and other constructions whatsoever to be constructed, erected and completed in accordance with the said Plan. The present sanction for construction of two (2) Basement plus Ground plus Seven (B+G+7) and one (1) Ground plus Four (G+4) storied building consisting of 2/3BHK residential Units and one(1) Ground plus five (G+5) storied building consisting of commercial space and other constructions as aforesaid, further construction of additional floor on the Block No.1 & 2 will be sanctioned in due course.

PLAN/S – shall mean the plan for construction of the said Complex consisting of several residential units sanctioned/approved by the Office of the Sonarpur Panchayat Samiti vide Memo No. 205/1/SNS dated March 27th, 2018 and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area and includes site plan, service plan, parking and circulation plan, landscape plan, layout plan, structural designs and such other plan(s) as permitted and approved by the competent authority.

PROJECT – shall mean the development of the said land by construction of New Buildings consisting of residential apartments with open areas and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities and all development works to be constructed, erected and completed by the Promoter on the said land or on the part thereof in terms of this Agreement and the Plan together with all easement rights and appurtenances belonging thereto.

RULES- shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

REGULATIONS- shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

SAID LAND – shall mean All That the piece and parcel of land containing a total area of 1.18 Acres (118 dcml.) together with structures building standing thereon or the part thereof lying situate at Mouja Malipukuria comprised in C.S. Dag Nos. 171(P), 172(P), 178(P), 179(P) and 173(P) and 174 under C. S. Khatian No. 365, appertaining to L. R. Dag Nos. 103, 104, 106, 107, 110 and 111 under L. R. Khatian No. 2718, Police Station- Sonarpur within the jurisdiction of Sonarpur-II Grampanchayat, District South 24-Parganas more fully and particularly mentioned and described in the **First Schedule** hereunder written.

SAID SHARE – shall mean proportionate undivided indivisible impartible variable share in the land comprised underneath the new building in the said land attributable to the said Apartment agreed to be purchased hereunder by the Allottees.

SAID APARTMENT – shall mean ALL THAT the **Apartment No.XXX** containing a carpet area of **XXX** sq. ft. (equivalent to a built up area of **XXX** sq. ft.) be the same a little more or less on the **XXX Floor** of the block/tower no.**XX** and prorata common area of _____ Sq.ft. of the Project known as **Golden Heights** presently under construction more fully and particularly described in the **Second Schedule** hereunder written Together with the said Share together with the pro rata share in the Common Areas, Common Facilities and Amenities more fully and particularly mentioned and described in the **Part-I** of the **Third Schedule** hereunder written to be used in common with the other Allottees.

SECTION- shall mean a section of the Act.

SPECIFICATION – shall mean the specification for the said Project as mentioned in the **Part II** of the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

SUPER BUILT UP AREA – according to the context shall mean and include Built up area of the Apartment, the prorata share of Common area and the built up areas where the common facilities and amenities would situate.

UTILITY ROOM shall mean the room on the floor of the Flat or in any other floor or in the ground floor level wherever agreed to be sold along with the Flat.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

W H E R E A S:

A. One Sisir Kumar Bhattacharya, Tulshi Bhattacharya and Dulal Chandra Bhattacharya were jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing a total area of 3 Acres 73 Decimals be the same or a little more or less lying situate at Mouja Malipukuria, Pargana Madanmalla, Touzi No. 250, J. L. No. 24, comprised in C.S. Dag Nos. 98, 99, 105, 96, 97, 102, 103, 106, 96/793, C.S. Khatian No. 365, Police Station- Sonarpur, District South 24-Parganas (hereinafter referred to as the **said Larger Land**).

B. By a Deed of Partition dated the 18th day of September, 1970 written in Bengali vernacular made between the said Tulshi Bhattacharya, Dulal Chandra Bhattacharya and Sisir Kumar Bhattacharya and registered with the Sub-Registrar Sonarpur in Book No. I, Volume 43, Pages 1 to 9 (**30 to 36**), Being No. 2980 for the year 1970, the said Sisir Kumar Bhattacharya was exclusively allotted All That the piece and parcel of land containing an area of 1 Acre 18 Decimals to the exclusion of other parties thereto, to avoid future complication and/or misunderstanding.

C. Thus the said Sisir Kumar Bhattacharya became seized and possessed of All That the piece and parcel of partly Sali, partly Danga and partly Bastu land containing a total area of 1.18 Acres (118 dcml.) be the same or a little more or less together with brick built structure standing thereon or the part thereof lying situate at Mouja Malipukuria comprised in C. S. Dag Nos. 171(P), 172(P), 178(P), 179(P) and 173(P) and 174 under C. S. Khatian No. 365, appertaining to L. R. Dag Nos. 103, 104, 106, 107, 110 and 111 under L. R. Khatian No. 2718, Police Station- Sonarpur within the jurisdiction of Sonarpur-II Grampanchayat, District South 24-Parganas (hereinafter referred to as the **said Land**).

D. The said Sisir Kumar Bhattacharya duly got his name mutated in the record of rights in the office of the Sonarpur B.L.& L.R.O., in respect of the said Land.

E. By a Deed of Conveyance dated the 22nd day of September, 2015 made between the said Sisir Kumar Bhattacharya therein referred to as Vendor of the One Part and J .G .Development Private Limited, the Vendor herein, therein referred to as Purchaser of the Second Part and registered with the District Sub-Registrar-IV, South 24-Parganas in Book No. I, Volume 1604-2015, Pages from 76859 to 76886, Being No. 160407009 for the year 2015, the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the said Land more fully and particularly described in the Schedule thereunder written.

F. Subsequently by a Deed of Declaration dated the 18th day of January, 2017 made between the said Sisir Kumar Bhattacharya therein referred to as Declarant and registered with the District Sub-Registrar IV, South 24-Parganas in Book No. IV, Volume 1604-2017, Pages 588 to 599, Being No. 160400034 for the year 2017, inadvertent mistakes of Schedule A and B of

the afore recited Deed of Conveyance being No. 160407009 for the year 2015 were rectified.

G. The said J. G. Development Private Limited, the Vendor herein, duly got its name mutated in respect of the said Land with the Sonarpur B.L. & L.R.O. in the following manner:-

Dag No.	Nature of Land	Total Area in dag	Recorded Area
103	Sali	02 Decimal	02 Decimal
104	Sali	01 Decimal	01 Decimal
106	Garden	25 Decimal	25 Decimal
107	Sali	53 Decimal	53 Decimal
110	Sali	47 Decimal	16 Decimal
111	Bastu	36 Decimal	12 Decimal
	Total	164 Decimal	109 Decimal

H. In terms of Section 4C of the West Bengal Land Reforms Act, 1955, (as amended) read with Rule 5A of West Bengal Land Reforms Rules, 1965 permission has been granted in favour of the Vendor herein for conversion of the said land to Bastu-cum- Commercial Class by Memo No. 60(C)/92/8017 dated 6th March, 2017 issued by the office of the Additional District Registrar and District Land & Land Reforms Officer, South 24-Parganas.

I. The Vendor herein had submitted a building plan before the Sonarpore Panchyat Samiti and accordingly the present sanction for construction of two (2) Basement plus Ground plus Seven (B+G+7) and one (1) Ground plus Four (G+4) storied building consisting of 2/3BHK residential Units and one(1) Ground plus five (G+5) storied building consisting of commercial space and other constructions, being approved by the office of the Sonarpur Panchayat Samiti vide **Memo No. 205/1/SNS** dated **March 27th, 2018** [herein after referred to as the **said Plan**], further construction of additional floor on the Block No.1 & 2 will be sanctioned in due course at the said Land (hereinafter referred to as the **said Complex**).

J. In pursuance of the said Plan the Vendor has at its own costs and expenses commenced construction of the said Complex on the said Land or on the part thereof more fully and particularly described in the **First Schedule** hereunder written.

K. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other statutes as applicable.

L. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

SS. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.

M. The Allottee(s) has/have applied for allotment of an apartment in the Project vide application No. _____ dated _____ and has been allotted Apartment No. _____ having carpet area of _____ square feet (equivalent to _____ square feet of built-up area and _____ square feet of super built area, which is provided here only for information purpose), on the _____ floor in Tower No. _____ along with _____ Nos. covered parking/open parking No. _____ admeasuring _____ square feet, (hereinafter collectively referred to as the "**said Apartment**") more fully mentioned in the **Second Schedule** written here under to be developed in accordance to the Specifications as mentioned in the **Third Schedule** hereto and pro rata share in the common areas and common amenities and facilities of the Project more fully mentioned in the **Third Schedule** hereto along with the right to enjoy the same in common to the other allottees.

N. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

O. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

P. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.

Q. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

R. The Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of apartments in other towers of the Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other

third parties who shall be entitled to enjoy all such common amenities and facilities of the Project which are so intended by the Promoter for use of the occupants of other towers of the Project. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.

S. It has been agreed by the parties that the Association of all the allottees of all the towers in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners and the Promoter agree to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase, the Apartment as specified in recital TT above.
- 1.2 The Total Price for the Apartment is Rs. _____/- (Rupees _____) only ("Total Price")

Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square foot of carpet area
Cost of apartment	
Cost of exclusive balcony or verandah areas	
Costs of pro rata share of common area	
Preferential Location Charges	
Covered/Open/(basement/ground/independent/dependent floor) Parking -	
Consideration for the Flat Which is inclusive of: The Booking Money	

Earnest Money being 10% of the Consideration for the Flat	
Extras :	
(Please provide)	
Taxes (GST)	
Advance Maintenance Charges	
Sinking Fund	
Transformer Charges & Electricity & Generator Charges	
Legal and Documentation Charges	
Association Formation Charges	
Individual Electricity Meter Deposit	
Club Membership Charges	
DG Charges	
Total price (in Rupees)	

Explanation:

- (i) The Total Price above includes the booking amount and the earnest money paid by the Allottee to the Promoter towards the [Apartment].
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the association of allottees after obtaining the completion certificate.

The total price of the apartment has been fixed after taking into account the benefits arising out of enhanced input tax credit admissible under GST Act including those availed pursuant to Transitional provisions of the GST Act pertaining to the Project and other common credit available to the Promoter. The Promoter has taken into account all current and future input tax credit to be admissible to the Promoter in determining the consideration quoted and agreed upon and hence the Promoter is not liable to pass any further input tax credit benefits to the Allottee(s) in the instant or in future. The Allottee(s) has/have understood and agreed upon the total price of the Apartment after taking into cognizance of the fact that all

benefits relating to GST has been accounted for by the Promoter in quoting the total price and hereby affirms that the Allottee(s) shall not raise any claim whatsoever in relation to reduction in the total price on account of such GST benefits.

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical 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 deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule** hereto ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the Promoter at its sole discretion and that shall be binding upon the Allottee. The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule _____ and Schedule _____ (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations in accordance with the provisions of the Act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. 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 Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottee shall only have user rights in the Common Areas, Amenities & Facilities as also in other common areas of other Buildings of the Project to the extent required for beneficial use and

enjoyment of the said Apartment, the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities & Facilities and/or other common areas of the Project.

1.10 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided prorata share in the Common Areas, Amenities & Facilities of the said Project as per applicable laws. Since the share/interest of the Allottee in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee shall use all Common Areas, Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas, Amenities & Facilities to the association of Allottees after duly obtaining the completion certificate from the competent authority for the Project.
- (iii) The Allottee has the right to visit the project site to assess the extent of development of the Project and his Apartment as the case may be, at his/her own risk, and with prior intimation to and permission from the Promoter. The Promoter including Project staffs and the Owners shall not be liable for any untoward incident or accident.
- (iv) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Buildings and common areas, facilities and amenities.

1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the garage/covered/open/(Basement/Ground/First Floor) parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project Common Areas, Amenities & Facilities shall be available only for use and enjoyment of the Allottees of the Project.

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

water or electricity, maintenance charges, including its 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.13 The Allottee has paid a sum of Rs.[■](Rupees [■]only) including GST as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [..... **SCHEDULE**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest @ the then prime lending rate of the State Bank of India plus two percent thereon per annum..

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **Schedule** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____payable at Kolkata. Time shall be the essence of the contract in this regard.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund,

transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case maybe.

In the event of dishonour of any payment instrument(s) or any payment instruction(s) by or on behalf of the Allottees(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottees(s) of the dishonour of the instrument(s) and the Allottees (s) would be required to promptly tender a Demand Draft of the outstanding

amounts including interest at the agreed rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs.500/- (Rupees Five Hundred only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the agreement, subject to provisions hereunder. In the event the Allottees (s) come(s) forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any instrument(s), the Promoter has no obligation to return the original dishonoured instrument(s).

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with right to use common areas with all specifications, amenities and facilities of the said Project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order or any other events, omissions or accidents which are beyond the reasonable control of the Owners and the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement (**"Force Majeure"**). If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee agrees

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

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment **(Possession Notice)**, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/completion certificate. Provided that, in the absence of local law and subject to the Allottee complying with his obligations hereunder, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter, not due to any act or omission on the part of the Allottee. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.
- 7.3 **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice. **(Deemed Possession)**.

- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, as per the local laws. Provided That, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate.
- 7.5 **Cancellation by Allottee**— The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit 10% of the total price of the apartment as mentioned in clause 1.2 hereinabove plus applicable taxes. The Allottee acknowledges that in the event of Allottee terminating this Agreement for Sale for no default on the part of the Promoter, the Promoter is bound to suffer huge loss in as much as the said Apartment having remained blocked for the Allottee and as such, in the event the Allottee terminating or cancelling this Agreement for Sale, the Allottee waives the right to claim refund of balance amount until such time the Promoter has entered into another agreement with any other person or before the expiry of 12 months from the date of such termination, whichever event shall happen earlier. The Promoter shall refund the balance amount by cheque/ demand draft. The Allottee shall be at liberty to claim applicable taxes from the concerned authorities.
- 7.6 **Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate of applicable

Rules in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of the applicable Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; The Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and apartment and the Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas, Amenities & Facilities of the said Project to the association of Allottees or the competent authority, as the case may be, after the completion of the entire project.
- (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:
 - (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority:
 - (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

- 9.2 In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:
- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest: or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the then prime landing rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice. Provided That where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate of the then prime landing rate of the State Bank of India plus two percent thereon per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.
- 9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the Allottee fails to make any payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime landing rate of the State Bank of India plus two percent thereon per annum from the date of default till actual payment is made;
 - (ii) In case of default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and the refund the money paid to him by the Allottee by deducting 10% of the total price of the apartment as mentioned in clause 1.2 hereinabove and the interest liabilities and this Agreement shall thereupon stand terminated: Promoter shall, within 12 (twelve) months from such termination or until such time the promoter has entered in another agreement with any other person, which ever event shall happen later, refund by way of cheque/demand draft all amounts after forfeiting

10% of the total price being the Earnest Money paid for the allotment plus applicable taxes without interest, being the liquidated damages payable to the Promoter. The Allottee shall be entitled to claim applicable taxes from the concerned authorities. Provided That the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with the prorata share in the Common Areas, Amenities & Facilities of the Project within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. [Provided That, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and/or other costs within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges and other costs to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment on the basis that the Association shall be formed within a period of 30 days from the date of Completion Certificate[■]. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

12. COMMON AREAS:

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

The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

The Promoter shall at an appropriate time within a maximum period of 30 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee (as also to all other allottees of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.

13. Interim Maintenance Period: During the interim maintenance period between obtaining of the completion certificate of such Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.
- (i) The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on “pay by use” basis, if any.
 - (ii) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC’s etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
 - (iii) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.
 - (iv) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

14. THE CLUB:-

- a) A proposed Club shall be set up by the Vendor within the said Project/Complex which may have the recreational facilities

tentatively like Swimming pool, Gymnasium, indoor games, community hall etc. to be used exclusively by club members against payment for the same. The said facilities may be varied at the sole discretion of the Vendor.

- b) The said Club will be for the use of the Purchaser(s) and/or any person occupying the flat through the Purchaser(s) or any person other than flat owner who is admitted by the Vendor as a member of the Club. The user of the Club shall be subject to such terms and conditions and rules and regulations to be formulated in that regard by the Vendor or its nominee and/or assignee and also subject to making payment of the admission charges and monthly subscription charges which may be levied and/or imposed by the Vendor or its nominee and/or assignee from time to time as per the rules of the Club that would be framed by the Vendor.
- c) All members of the Club will be required to abide by the rules and regulations to be framed from time to time, by the Vendor or its nominee and/or assignee.
- d) It is expected that the facilities at the Club will be operational together with the completion of the said Project in its entirety.
- e) The membership would create a right to use the Club facilities subject to regular payment of charges and strict observance of regulations.

Any person residing with the Purchaser(s) may be given the facility to become additional member to the extent and on the terms prescribed by the managing committee of the Club.

15. **DEFECT LIABILITY:**

- 15.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 15.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

15.2 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not

under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter 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 shall be relieved of its obligations contained in clause 15 hereinabove.

16. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

17. USAGE:

Use of basement and service areas:

The basement(s) 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 electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms,

maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

18. COMPLIANCE WITH RESPECT TO THE APARTMENT:

18.1 Subject to para 15 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

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

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

20. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment but shall be entitled to obtain project loan from banks or financial institutions on such security and on such terms and conditions as such lending authorities may prescribe and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

23. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned authorities for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the earnest money plus applicable taxes shall be returned to the Allottee without any interest or compensation whatsoever.

24. **ENTIRE AGREEMENT:**

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

25. **RIGHT TO AMEND:**

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

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

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

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

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

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

28. **SEVERABILITY:**

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

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

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

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

30. **FURTHER ASSURANCES:**

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

31. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub Registrar at ____, in terms of para 23 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.

32. **NOTICES:**

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

_____ Name of Allottee

_____ (Allottee Address)

_____ (Promoter name)

_____ (Promoter Address)

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

33. **JOINT ALLOTTEES:**

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

34. **SAVINGS:**

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

35. **GOVERNING LAW:**

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

36. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

37. **OTHER TERMS AND CONDITIONS**

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

37.1 MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:

As a matter of necessity, the ownership and enjoyment of the said Flat/Unit by the Purchaser(s) be consistent with the rights and interest of all the Co-owners and in using and enjoying the said Flat/Unit and the Common Areas Amenities and Facilities, the Purchaser(s) bind(s) himself/ herself/ itself/ themselves and covenant(s) :-

- (a) to co-operate with the Maintenance In charge in the management and maintenance of the New Building(s)/said Complex and other common purposes.
- (b) to observe and perform the rules and regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the New Building(s) and in particular the Common Areas Amenities and Facilities of the said Complex and other common purposes.
- (c) to use the said Flat only for the private dwelling residence in a decent and respectable manner and for no other purpose.
- (d) unless the right of parking motor car is expressly granted and mentioned in Part II of the Second Schedule hereunder written, the Purchaser(s) shall not park any motor car or any other vehicle at any place in the New Building (including at the open spaces in the New Building) AND if the right to park car is so expressly granted and mentioned in Part II of the Second Schedule hereunder written the Purchaser(s) shall use the car parking space/s only for the purpose of parking of their car(s)/two wheeler(s).
- (e) not to use any part of the New Building(s) or other Common Areas Amenities and Facilities for sleeping/bathing or other undesirable purposes or such purpose, which may cause any nuisance or annoyance to the other Co-owners.

- (f) to use the Common Areas, Amenities and Facilities only to the extent required for ingress to and egress from the said Flat of men and materials and passage of utilities and facilities.
- (g) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the New Building(s).
- (h) not to claim any right whatsoever or howsoever over any other Flat or portion in the New Building(s) save the said Flat.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building(s) save a letter-box at the place in the ground floor as be expressly approved or provided by the Vendor and a decent nameplate outside the main gate of his/her/its/their Flat. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the said Flat excepting air conditioners to be placed in the designated cut out positions.
- (j) not to alter the outer elevation of the New Building(s) or tower or any part thereof nor decorate the exterior of the New Building(s) or tower otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (k) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, landings, pathways, passages or in any other Common Areas Amenities and Facilities or in any other portion of the New Building(s) nor into lavatories, cisterns, water or soil pipes serving the New Building(s) nor allow or permit any other Co-owners to do so.
- (l) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the New Building(s).
- (m) To keep the said Flat and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the New Building(s) in good and substantial repair and condition so as to support shelter and protect and keep habitat the other Flats/parts of the New Building(s) and not to do or cause to be done anything in or around the said Flat which may cause or tend to cause or tantamount

to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Flat. In particular, and without prejudice to the generality to the foregoing, the Purchaser(s) do and each of them doth hereby covenant that Purchaser(s) shall not make any form of alteration in the beams and columns passing through the said Flat or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (n) not to let out transfer or part with the possession of the parking space, if the right of parking car is granted hereunder, independent of the said Flat nor vice versa, with the only exception being that the Purchaser(s) shall be entitled to let out transfer or part with possession of the parking space independent of the said Flat to any other Co-owners and none else.
- (o) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said Flat.
- (p) maintain at his/her/its/their own costs, the said Flat in the same good condition state and order in which the same be delivered to the Purchaser(s) and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder), the Government, concerned local JilaParishad, Gram Panchayat and Panchayat Samity, Kolkata Metropolitan Development Authority, West Bengal Power Distribution Corporation Limited (WBPDCL), Fire Brigade and/or any statutory authority and/or local body with regard to the user and maintenance of the said Flat as well as the user operation and maintenance of the lift, water, electricity, drainage, sewerage and other installations and amenities at the New Building(s) and to make such additions and alterations in or about or relating to the said Flat and/or the New Building(s) as be required to be carried out by them or any of them, independently or in common with the other Co-owners as the case may be without holding the Vendor in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendor saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that it may suffer or incur due to any non-compliance, nonperformance, default or negligence on the part of the Purchaser(s).
- (q) not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

- (r) not to allow the watchman, driver, domestic help or any other person employed by the Purchaser(s) or his/her/its Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- (s) to abide by such New Building(s) rules and regulations as may be made applicable by the Vendor before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the New Building(s) rules and regulations of such Association.
- (t) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960.
- (u) to bear, pay and discharge exclusively the following expenses and outgoings:-
 - i) Local Panchayat/Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Flat directly to the local Panchayat Provided That so long as the said Flat is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Vendor proportionate share of all such rates and taxes assessed on the said Project.
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Flat or the New Building or the said Premises as a whole and whether demanded from or payable by the Purchaser(s) or the Vendor and the same shall be paid by the Purchaser(s) wholly in case the same relates to the said Flat and proportionately in case the same relates to the New Building as a whole.
 - iii) Electricity charges for electricity consumed in or relating to the said Flat and until a separate electric meter is obtained by the Purchaser(s) for his/her/their Flat, the Vendor shall provide a reasonable quantum of power in the said Flat from their existing sources and the Purchaser(s) shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Flat at the rate at which the Maintenance In charge shall be liable to pay the same to West Bengal Power Distribution Corporation Limited (WBPDCCL). The purchaser shall be liable to pay the transmission loss charges for electricity required to be paid or incurred by the Vendor or Maintenance-In-Charge proportionately. The said charges would be calculated and/or decided by the Vendor or Maintenance-In-Charge and the decision of the Vendor or Maintenance-In-Charge shall be final and binding on the Purchasers.

- iv) Charges for enjoying and/or availing power in excess of 1 (one) Watt per square foot of the area of the said Flat, if (subject to availability) provided to the Purchaser(s) and the said Flat by the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Flat, wholly and if in common with the other Co-owners, proportionately to the Vendor or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs.2./- (Rupees Two) only per square feet per month of the gross area of the said Flat. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser(s).
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser(s) in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by West Bengal Power Distribution Corporation Limited (WBPDC), from its consumers for the delay in payment of its bills).
- vii) to observe such other covenants as be deemed reasonable by the Vendor from time to time for the common purposes.

37.2 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh (7th) day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Purchaser(s) shall be deemed to have been served upon the Purchaser(s), in case the same is left in the said Flat or in the letter box in the ground floor of the New Building earmarked for the said Flat.

37.3 Until the expiry of three (3) months of a notice in writing given by the Vendor to the Purchaser(s) and the other co-owners to take over charge of the acts relating to common purposes, the Vendor shall be the Maintenance In-charge and look after the common purposes and the Purchaser(s) undertake(s) to regularly and punctually pay to the Vendor or their nominee the maintenance charges and other amounts payable by the Purchaser(s) hereunder.

37.4 So long the Vendor is the Maintenance-In-charge, the accounts prepared by the Maintenance-In-charge and explanation of any expenses incurred by the Maintenance In-charge in its acts relating to the Common Purposes shall be final. The Purchaser(s) as well as the Association shall remain liable to indemnify and keep indemnified the Vendor for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser(s) and/or the Association.

37.5 The notice contemplated under clause 12.2 hereinabove may be given by the Vendor at its sole discretion upon transfer of all the Flats in the New Building(s) to the Co-owners or, earlier, and immediately upon receipt of such notice, the Purchaser(s) along with the other Co-owners shall at their own costs and expenses and in a lawful manner form the Association for the common purposes with the Co-owners as shareholders or members, as the case may be, thereof and each shareholder or member shall have voting rights in such Association equivalent to one vote per Flat, it being clarified that in case there be more than one Purchaser(s) of one Flat even then only one of such Purchaser(s) who is nominated amongst them shall be entitled to have voting rights appertaining to their Flat.

37.6 The Vendor will take necessary initiative for formation of Association under the West Bengal Apartment Ownership Act, 1972 by the Purchaser(s) and the other Co-owners. The Purchaser(s) and the other Co-owners shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Vendor shall not in any manner be responsible and liable therefor except that in the event, the Vendor shall retain any flat, he/she shall also become a shareholder or member of the Association, as the case may be.

37.7 The Purchaser(s) and the other Co-owners shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Vendor shall not in any manner be responsible and liable therefor except that in the event, the Vendor shall retain any Flat, they shall also become a shareholder or member of the Association, as the case may be.

37.8 Upon formation of the Association, the Vendor shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Vendor hereunder or so intended to be or so desired by the Vendor hereafter) whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified in Clause 12.2 hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Vendor to all the Co-owners for the time being of the New Building without any further act on the part of the Vendor and whereupon only the Co-owners shall be entitled thereto and obliged therefor. All reference to the Vendor herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association or the Co-owners as the case may be.

37.9 At the time of handing over the charge to the Association or to the Co-owners as the case may be the Vendor shall also transfer the residue then remaining of the deposit made by the Purchaser(s) hereinabove after adjusting all amounts then remaining due and payable by the Purchaser(s) and the amounts thus transferred shall be held by the Association or the co-owners to the Account of the Co-owners respectively for the purpose thereof and the Purchaser(s) and the other Co-owners and the Association shall remain liable to indemnify the Vendor for all liabilities due to non-fulfillment of their obligations by the Purchaser(s) and/or the other Co-owners and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the New Building by the Association and/or Co-owners (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the New Building).

37.10 The rules and regulations and/or byelaws of the said Association shall not be inconsistent herewith.

37.11 In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amount payable by the Purchaser(s) under these presents within a period of seven (7) days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Maintenance In-charge interest at the rate of 18% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Flat.

- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser(s) and his/her family members, domestic help, visitors, guests, tenants, licencees of the said Flat.
- (iii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser(s) by any tenant or licensee or other occupant in respect of the said Flat.

38. HOUSE RULES:

38.1 The lobbies, entrances and stairways of the Towers shall not be obstructed or used for any purpose other than ingress to and egress from the Flat in the New Building.

38.2 No Purchaser(s)/Occupier(s) shall make or permit any disturbing noises in the New Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall use any loud speaker in the Flat if the same shall disturb or annoy other occupants of the New Building.

38.3 Each Purchaser(s) shall keep his/her/their Flat in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.

38.4 No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Towers of the said New Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/Maintenance in charge.

38.5 No shades awning, window guards, ventilators or air conditioning devices shall be used in or about the Towers of the New Building excepting such as shall have been approved by the Vendor /Maintenance in charge.

38.6 No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the New Building except such, as shall have been approved by the Vendor /Maintenance in charge, nor shall anything be projected out of any window of the New Building without similar approval.

38.7 Water closets and other water apparatus in the New Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.

38.8 No bird or animal shall be kept or harboured in the common areas of the New Building. In no event, shall dogs and other pets be permitted on elevators or in any of the common portions of the New Building unless accompanied.

38.9 No television aerial shall be attached to or hung from the exterior of the Flat.

38.10 Garbage and refuse from the Flat shall be deposited in such place only in the New Building and at such time and in such manner as the Maintenance in charge may direct.

38.11 No vehicle belonging to a Purchaser(s) or to a member of the family or guest, tenant or employee of the Purchaser(s) shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the New Building by another vehicle.

38.12 These house rules may be added to, amended or repealed at any time by the Vendor /Maintenance in charge.

39. ELECTRICITY SUPPLY/DG BACK-UP:

(i) In case WBSEB /any other electricity supply agency decides not to provide individual meters to the Towers and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to WBSEB / any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEB / any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEB / any other electricity supply agency, as per the norms of WBSEB / any other electricity supply agency. In such a case the

Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

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

Failure to pay Maintenance Charges, Electricity Charges, DG usage charges, if any, within due dates may result in withdrawal/restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at the rate prescribed in the Rules on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

40.1 Payment of Total Price and Extras prior to Possession:

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

41. COVENANTS:

41.1 Allottee's Covenants:

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

41.1.1 Allottee aware of and satisfied with common amenities and facilities and specifications:

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

41.1.2 Allottee to mutate and pay rates & taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of [] , within 30 (thirty) days from the date of executing conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

41.1.3 Allottee to pay maintenance charge:

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

41.1.4 No rights of or obstruction by Allottee:

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

41.1.5 Obligations of Allottee:

The Allottee shall:

(a) Co-operate in management and maintenance:

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

(b) Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

(c) **Paying Electricity Charges:**

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.

(d) **Meter and Cabling:**

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

(e) **Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **Maintenance of Apartment:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

(g) **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

(h) **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

(i) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.

(j) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(k) **No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

(l) **No Collapsible Gate:**

Not to install any collapsible gate outside the main door / entrance of the said Apartment.

(m) **No Grills :**

Not to install any grill on the balcony or verandah.

(n) **No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

(o) **No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

(p) **No Nuisance and Disturbance:**

Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not to make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(q) **No Storage:**

Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.

(r) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not to obstruct the Promoter in constructing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.

(s) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(t) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(u) **No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

(v) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(w) **No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.

(x) **No Signage:**

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(y) **No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(z) **No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

(aa) **No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Apartment.

(bb) **No Damage to Common Portions:**

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(cc) **No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

(dd) **No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

(ee) **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

(ff) **No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.

(gg) **No Trespassing:**

Not to trespass or allow trespassers over lawns and green plants within the Common Areas.

(hh) **No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

(ii) **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

(jj) **No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(kk) **Pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

41.1.6 Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

41.1.7 No Right in Other Areas:

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

41.1.8 Indemnity:

The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

41.2 Promoter's Covenants:

The Promoter covenants with the Allottee and admits and accepts that:

41.2.1 No Creation of Encumbrance:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

41.2.2 **Documentation for Loan:**

The Promoter shall provide to the Allottee all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

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

The Allottee admits and accepts that after the Lock in period (mentioned herein below) and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

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

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

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

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

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

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

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ 2% of the Total Price or the prevalent market valuation whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee 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 paying to the Promoter 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 on or before nomination.

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

43. Future Contingency and Covenant of Allottee:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

44. MISCELLANEOUS: The Purchaser(s) shall have no commercial correlation whatsoever with the Purchaser(s) of the other Flats under this agreement and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser(s) and the other Co-owners (either express or implied) and the Purchaser(s) shall be responsible only to the Vendor for fulfillment of the Purchasers' obligations irrespective of whether the Vendor can procure only a few of them and the Purchasers' obligations and the Vendor's right shall in no way be affected or prejudiced thereby.

44.1 The Purchaser(s) are required to obtain a No-Objection certificate from the nationalized or private bank, financial institution to which the said land may be mortgaged by the Vendor as aforesaid for creation of any encumbrance on the said unit/flat. The Purchaser(s) agree(s) and undertake that they shall not create any encumbrance over the said unit/flat till such time a NOC in writing is received from such nationalized or private bank, financial institution.

44.2 The properties and rights hereby agreed to be sold to the Purchaser(s) is and shall be one to and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Vendor in writing. It is further agreed and clarified that any transfer of the said Flat by the Purchaser(s) shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

44.3 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said land and/or the New Buildings as a whole and/or the said Flat or on the transfer thereof, the same shall be borne and paid by the Purchasers wholly as the case may be within 7 days of a demand being made by the Vendor without raising any objection thereto. The Purchasers may however take inspection of the documents in support of such charges at the office of the Vendor upon prior written notice.

44.4 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Purchaser(s) acknowledge(s) upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendor or its agents, servants or employees other than what is specifically set forth herein.

44.5 The said Complex shall bear the name **GOLDEN HEIGHTS** unless changed by the Vendor.

44.6 All item/s not specifically included in the clauses/Schedules hereinabove are excluded.

44.7 Any provision of this Agreement, if found inconsistent with or in contradiction to any law which is in force presently or may be brought into effect in future, shall stand superseded by such law or legislation.

44.8 This Agreement is being signed in duplicate and each of them would be treated as the original. The Purchaser(s) has/have assumed the obligation to cause this Agreement to be stamped and registered at their own cost and the Vendors and the Vendor will remain present for the purpose of presenting this Agreement for registration in the event of the Purchaser(s) requiring the same to be registered and the stamp duty, registration charges and other

expenses incidental thereto shall be paid borne and discharged by the Purchaser(s).

44.9 In the event of the Purchaser(s) obtaining any financial assistance and/or housing loan from any bank and/or financial institution the Vendor is hereby authorized and empowered to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Purchaser(s) and the Bank and/or financial institution, SUBJECT HOWEVER the Vendor being assured of payment of all amounts being receivable for sale and transfer of the said Flat and in no event the Vendor shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser(s) from such bank and/or Financial Institution.

44.10 This Agreement supersedes all other agreements, arrangements, representations, understanding or brochure and in no event the Purchaser(s) shall be entitled to set up any oral Agreement.

44.11 Any provision of this Agreement, if found inconsistent with or in contradiction to any law which is in force presently or may be brought into effect in future, shall stand superseded by such law or legislation.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID LAND)

ALL THAT the piece and parcel of land containing a total area of 1.18 Acres (118 dcml.) be the same or a little more or less together with a single storied building standing thereon or the part thereof lying situate at Mouja Malipukuria comprised in C.S. Dag Nos.171(P), 172(P), 178(P), 179(P) and 173(P) and 174 under C.S. Khatian No.365, appertaining to L.R. Dag Nos.103, 104, 106, 107, 110 and 111 under L.R. Khatian No.2718, Police Station- Sonarpur within the jurisdiction of Sonarpur-II Grampanchayat, District South 24-Parganas and butted and bounded in the manner following, that is to say:

ON THE NORTH : By Narayan Pur Main Road and Property of Ashalata & Mrityunjoy Joardhar;

ON THE EAST : By Property of Dulal Bhattacharya, Smt. Ruma Mondal and portion of Swami Samadhi Mandir;

- ON THE SOUTH** : By 22 ft road and Property of Swami Samadhi Mandir;
- ON THE WEST** : By Property of ParthaPratimKar, Sri BirendraNathMaity, & Sri DukhanMahato;

SECOND SCHEDULE

PART I

(SAID APARTMENT)

DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING (INDEPENDENT/DEPENDENT AS APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

ALL THAT the residential apartment situated within the Project named _____ at _____, within the jurisdiction of Ward No. ____ of _____ Municipal Corporation / Municipality, under P.S. _____ and delineated on the plan 'B' annexed hereto and bordered in colour "YELLOW" thereon together with the exclusive right to use the adjoining open terrace/open space, if any, also delineated on the map 'B' annexed hereto and bordered in colour "YELLOW" thereon and together further with the car parking space(s), as per details given herein below;

- i) Apartment No. _____
- ii) BHK _____
- iii) Floor _____
- iv) Block being No : _____
- v) Tower No. _____
- vi) Type _____
- vii) Carpet Area (which will mean the carpet area of the Said Apartment calculated in the manner provided under the relevant act(s)... _____ sft., more or less.
- viii) Area of the adjoining terrace/open space: _____ sft.
- ix) Area of the adjoining balcony: _____ sft.
- x) _____ No(s) of Open car parking space (135 sft. each more or less).
- xi) _____ No(s) of Covered car parking space (135 sft. each, more or less).

PART II

SPECIFICATIONS OF THE APARTMENT

INTERIOR WALLS	:	Cement plastered walls with smooth plaster of paris finished.
DOORS	:	All Door frames will be of good quality timber with flush door. Main entrance will be laminated flush door.
WINDOWS	:	Glazed Aluminum with sliding and fixed combination
KITCHEN	:	Floors- Anti Skid Ceramic tiles. Wall-Plaster of Paris. Counter-. Blackstone Sink- Stainless steel. Dado- Ceramic tiles up to 6 feet height above Counter.
TOILET	:	Floor- Anti Skid Ceramic Tiles. White-Glazed tiles up to 6 feet height. EWC- Branded make. White Wash Basin- Branded make, Fittings- Branded CP fittings
FLOORING	:	Ceramic Floor tiles in Living, Dinning and Bedrooms,
ELECTRICALS	:	Cable TV, telephone points in living/dining. Adequate Electrical points in all bedrooms, living / dining, kitchen and toilet. Concealed copper wiring and switches of reputed make of Havells, Anchor or equivalent. Doorbell points at the main entrance door.
WATER SUPPLY	:	Deep Tube well.

Fittings & Fixtures to be provided in the New Buildings

- EXTERIOR ELAVATION:** To be designed by the architect, finished with suitable exterior cement based paint finish.
- LOBBIES** : Tile Finish
- LIFTS** : 8 Persons Passenger lift and stretcher lift of reputed make
- GENERATOR** : A suitable standby generator shall be provided as standby for all common lighting and water pump.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART - I

(COMMON AREAS, AMENITIES AND FACILITIES)

1. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
2. Drains and sewers from the New Buildings or to the Municipality drain.
3. Staircases and landings flooring having windows with integrated grill and glass panels.
4. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different flats and from reservoir to overhead water tanks and also the pump rooms.
5. Electrical installations and main switches and meters.
6. Water and sewage, evacuation pipes from the Flats to drains and sewers common to the New Building.
7. Main gate of the Complex
8. ActivityLawn
- 9 Jogging/WalkingLane
10. Community Hall
11. Swimming Pool
12. Clubhouse/Indoor Play area

13. Gymnasium
14. Underground Reservoir
15. Septic Tank
16. Kids Play Area
17. Life
18. Generator
19. Fire Fighting Equipment

(FOURTH SCHEDULE)
PAYMENT PLAN

The amount mentioned in PART-I of this SCHEDULE hereinabove shall be paid by the Purchasers to the Vendor in installments as follows:-

Block 1 & 2

Application Charges	Rs. 50,000/- + GST
On Agreement	10% of Total Consideration + GST + 50% Legal Fees +GST (-50,000 + GST)+ 50% of Maintenance fee
On Casting of Foundation	10% of Total Consideration + GST
1 st floor Casting completion	10% of Total Consideration + GST+25% of EDC + GST
3 rd floor Casting completion	10% of Total Consideration + GST
5 th Floor Casting of completion	10% of Total Consideration + GST
Roof Casting completion	10% of Total Consideration + GST+25% of EDC + GST
Internal Plaster completion	10% of Total Consideration + GST
External Plaster completion	5% of Total Consideration + GST+25% of EDC + GST
Flooring	10% of Total Consideration + GST
Electrical, Sanitary, Paint and finishing	10% of Total Consideration + GST
ON POSSESSION	5% of Total Consideration + GST + Balance 50% Legal Fees +25% of EDC + GST+ 50% of Maintenance fee

For Block 3:

Application Charges	Rs. 50,000/- + GST
On Agreement	10% of Total Consideration + GST + 50% Legal Fees +GST (-50,000+ GST)+50% of Maintenance fee
On Casting of Foundation	10% of Total Consideration + GST
1 st floor Casting completion	10% of Total Consideration + GST+25% of EDC + GST
3 rd floor Casting completion	10% of Total Consideration + GST
Roof Casting completion	10% of Total Consideration + GST +25% of EDC + GST
Internal Plaster completion	10% of Total Consideration + GST
External Plaster completion	10% of Total Consideration + GST
Flooring	10% of Total Consideration + GST+25% of EDC + GST
Electrical, Sanitary, Paint and finishing	10% of Total Consideration + GST
ON POSSESSION	10% of Total Consideration + GST + Balance 50% Legal Fees + Balance 25% of EDC + GST + 50% Maintenance Fee

(RUPEES _____ ONLY)

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

SIGNED AND DELIVERED BY THE WITHIN NAMED: Allottee: (including joint buyers) Please affix photograph and sign across the photograph

(1) Signature _____ Name _____ Address _____

(2) Signature _____ Name _____ Address _____ Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED: Promoter: (including joint buyers) Please affix photograph and sign across the photograph

(1) Signature _____ Name _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature Name _____ Address _____

2. Signature Name _____ Address _____