

Draft Agreement for WBHIRA

AGREEMENT FOR SALE

THIS AGREEMENT is executed at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
BETWEEN

(1) **K.K. JAJODIA & SONS (HUF) (PAN No. AACHK4897D)** a Hindu Undivided Family carrying on business at 24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 and represented by its Karta Shri Aditya Kumar Jajodia and (2) **ADITYA KUMAR JAJODIA (PAN No. AFDPJ1520J)** son of Late Krishna Kumar Jajodia residing at 24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 hereinafter collectively referred to as the **"OWNERS/SELLERS"**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said HUF represented by its Karta and co-parceners from time to time and the said Mr. Aditya Kumar Jajodia and his heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

(collectively Owners, which expression shall include its successors-in-interest)

And

**SALARPURIA PROPERITES PVT LTD (PAN NO. AAGCS8492P)** a private limited company having its registered office situated at No. 7, Chittaranjan Avenue, P.S. Bowbazar, Kolkata 700 072 and represented by its Director Shri Apurva Salarpuria hereinafter referred to as the **"PROMOTER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART**.

(Promoter, which expression shall include its successors and assigns and/or assigns)

And

\_\_\_\_\_, son/daughter of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_)

(Allottee, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

And

**INDIABULLS HOUSING FINANCE LIMITED** a public limited company having its registered office situated at premises No. M-62&63, First Floor, Connaught Place, New Delhi- 110001 and represented by its Authorised Signatory \_\_\_\_\_ hereinafter referred to as

the “**CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the FOURTH PART

Owners, Promoter and Allottee and Confirming Party referred to as such or as Party and collectively Parties.

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

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.

WHEREAS:

- A) In this agreement the said K.K. Jajodia & Sons (HUF) is referred to as the Owner No. 1 and the said Aditya Kumar Jajodia is referred to as the Owner No. 2 and are collectively referred to as the Owners/Sellers;
- B) (1) Supriya Finance Limited (2) Salasar Industrial Services Limited (3) Seajuli Finance Limited (4) Ketaki Finance Limited (5) Manasi Finance Limited and (6) Metals Centre Limited (hereinafter collectively referred to as the ORIGINAL OWNERS) were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as and being the Co-Owners of ALL THAT the Municipal Premises No. 24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 (hereinafter referred to as the said PREMISES which is more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).
- C) In pursuance and by virtue of nine registered Deeds of Conveyances all dated 31st March 1995 and all registered at the office of the Additional Registrar of Assurances I Calcutta, details whereof are as follows, the Owner No. 1 namely K.K. Jajodia & Sons HUF purchased and thereby became entitled to the undivided one half share or interest of, into and/or upon the said Premises.

Sl. No.	Vendor	Undivided Share sold and transferred	Registration details
1.	Supriya Finance Limited	Undivided 1/18th share	Book No. I Volume No. 63 Pages 66 to 83 Being No. 2482 for the year 1995
2.	Salasar Industrial Services Limited	Undivided 1/18th share	Book No. I Volume No. 1 Pages 34 to 50 Being No. 2490 for the year 1995
3.	Seajuli Finance Limited	Undivided 1/18th share	Book No. I Volume No. 58 Pages 482 to 497 Being No. 2385 for the year 1995
4.	Ketaki Finance Limited	Undivided 1/18th share	Book No. I Volume No. 63 Pages 49 to 65 Being No. 2451 for the year 1995
5.	Manasi Finance Limited	Undivided 1/18th share	Book No. I Volume No. 63 Pages 84 to 101 Being No. 2453 for the year 1995
6.	Salarsar Industrial Services Limited	Undivided 1/18th share	Book No. I Volume No. 58 Pages 465 to 481 Being No. 2364 for the year 1995
7.	Salarsar Industrial Services Limited	Undivided 1/18th share	Book No. I Volume No. 62 Pages 453 to 471 Being No. 2488 for the year 1995

8	Salasar Industrial Services Limited	Undivided 1/18th share	Book No. I Volume No. 62 Pages 472 to 488 Being No. 2489 for the year 1995
9	Metal Centre Limited	Undivided 1/18th share	Book No. I Volume No. 63 Pages 345 to 362 Being No. 2487 for the year 1995

D) In pursuance and by virtue of nine registered Deeds of Conveyances all dated 31st March 1995 and all registered at the office of the Additional Registrar of Assurances I, Calcutta, details whereof are as follows, the Owner No. 2 namely Aditya Kumar Jajodia purchased and thereby became entitled to the remaining undivided one half share or interest into or upon the said Premises.

Sl. No.	Vendor	Undivided Share sold and transferred	Registration details
1.	Metals Centre Limited	Undivided 1/18th share	Book No. I Volume No. 60 Pages 222 to 238 Being No. 2371 for the year 1995
2.	Ketaki Finance Limited	Undivided 1/18th share	Book No. I Volume No. 57 Pages 294 to 309 Being No. 2269 for the year 1995
3.	Salasar Industrial Services Limited	Undivided 1/18th share	Book No. I Volume No. 61 pages 1 to 19 Being No. 2367 for the year 1995
4.	Seajulu Finance Limited	Undivided 1/18th share	Book No. I Volume No. 57 Pages 310 to 326 Being No. 2270

			for the year 1995
5.	Salasar Industrial Services Limited	Undivided 1/18th share	Book No. I Volume No. 60 Pages 202 to 221 Being No. 2370 for the year 1995
6.	Supriya Finance Limited	Undivided 1/18th share	Book No. I Volume No. 57 Pages 327 to 345 Being No. 2271 for the year 1995
7.	Manasi Finance Limited	Undivided 1/18th share	Book No. I Volume No. 58 Pages 174 to 189 Being No. 2268 for the year 1995
8	Salasar Industrial Services Limited	Undivided 1/18th share	Book No. I Volume No. 60 Pages 183 to 201 Being No. 2369 for the year 1995
9	Salasar Industrial Services Limited	Undivided 1/18th share	Book No. I Volume No. 60 Pages 164 to 182 Being No. 2368 for the year 1995

- E) The Father of the Owner No. 2 namely Late Krishna Kumar Jajodia during his lifetime was the Karta of K.K. Jajodia & Sons (HUF) and upon his death the said Aditya Kumar Jajodia is presently the Karta of the Owner No. 1 and as such the Owners are thus entitled to the entirety of the said Premises each one of them being entitled to undivided half share or interest therein.
- F) The entirety of the said Premises was given by way of collateral security by the Owners in favour of India Bulls Housing Finance Limited (hereinafter referred to as IHFL) in respect of certain facilities made available by IHFL to Dune Leasing & Finance Limited (hereinafter referred to as DUNE LEASING)
- G) For the purpose of undertaking the development of the said Premises by causing to be constructed thereat a new building and/or buildings comprising of various self contained

flats units apartments constructed spaces and car parking spaces an Agreement dated 22nd August 2014 was entered into between the Owners, Promoter, IHFL, Dune Leasing and others which has been registered at the office of the Additional District Sub Registrar, Alipore in Book No. I CD Volume No. 27 Pages 4003 to 4056 Being No. 06530 for the year 2014 whereby it was agreed that Development of the said Premises would be undertaken by the Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT)

H) By and under the said Development Agreement it has been agreed that in consideration of the Promoter having agreed to incur the various amounts on account of the cost of construction including the amounts becoming payable to the Architects, Engineers and other agents (hereinafter referred to as the CONSTRUCTION COSTS) the Promoter will be entitled to 34.5% out of the total constructed area as may be sanctioned by Kolkata Municipal Corporation together with the undivided proportionate indivisible share in all common parts and portions and together with the undivided indivisible proportionate impartible share in the land comprised in the said Premises attributable and/or allocable thereto (hereinafter referred to as the PROMOTER'S ALLOCATION).

I) The said Development Agreement inter alia provides as follows:

I.1 Each of the Owners and Promoter shall be entitled to enter into agreement for sale of their respective allocations independent of each other for which no further consent of either of the other parties shall be necessary and/or required it being however expressly agreed and understood that the Owners and the Promoter at or before entering into agreements for sale and transfer will obtain consent of IHFL

I.1.1 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.

- J) In pursuance of the said Development Agreement and in furtherance thereof the Promoter caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No. 2015090019 dated 24 June 2015 (hereinafter referred to as the said PLAN) whereby the Promoter became entitled to construct erect and complete a multi storied building at the said Premises comprising of ground plus 15 upper floors having several self contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other on ownership basis. The expression "Plan" shall mean and include all modifications and/or alterations made to the said Plan from time to time. 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 Laws as applicable.
- K) Upon sanction of the said Plan the Owners and the Promoter identified their respective allocations in terms of the said Development Agreement and the various Units apartments constructed spaces and car parking spaces which have been allocated to the Owners in terms of the said Development Agreement are referred to as the OWNERS' ALLOCATION and the various Units apartments constructed spaces and car parking spaces which have been allocated to the Promoter in terms of the said Development Agreement are referred to as the PROMOTER'S ALLOCATION.
- L) The Promoter has already commenced the work of construction of a new building at the said Premises in accordance with the said Plan.
- M) In pursuance of certain payments having been agreed to be made to the IHFL by the Purchaser at the request, instance, assurance and on account of the Owners, IHFL has by its letter Ref. No. \_\_\_\_\_ dated \_\_\_\_\_, agreed and assured the Owners and the Purchaser inter alia to release its charge over and in respect of ALL THAT the Proportionate share of the land, by assigning the mortgage in respect of the said proportionate share in favor of the Purchaser, attributable to Flat/Unit No.10B, on the 10th floor of the said new building namely **THE AVENUE II** and One Open car parking space and One Covered Car Parking Space forming part of the Owners' Allocation as defined in the said Development Agreement. A copy of the above mentioned letter issued by the said IHFL is attached to this agreement and form part hereof.

N. Subject to the above mentioned release of charge and assignment of mortgage in its favor by the said IHFL, the Purchaser has agreed to acquire on ownership basis ALL THAT the Flat/Unit No.4A, on the 4th floor of the building now in course of construction of the said Premises containing by estimation an area of 3319 square feet (Super built-up) TOGETHER WITH One Open car parking space and One Covered Car Parking Space AS ALSO TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND ALSO TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO) out of and/or forming part of the Owners' Allocation which the Sellers have agreed to sell and transfer, free from all encumbrances, charges, liens, claims, demands, lispendens, attachments, trusts, acquisitions and/or requisitions whatsoever or howsoever for the consideration and subject to the terms and conditions hereinafter appearing.

O. The parties are desirous of hereby recording the mutually agreed terms conditions and covenants, in writing, which they do.

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Apartment And Appurtenances, described in Schedule B below.

1.2 The Total Price payable for the Said Apartment And Appurtenances is more particularly mentioned in Schedule C below.

Explanation:

(i) The Total Price includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment And Appurtenances.

(ii) The Total Price includes the Taxes (consisting of Tax paid or payable by the Promoter by way of G.S.T and Cess or any other similar taxes which may be levied in connection with the construction of the Project 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



the allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Schedule C below and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges taxes, cost of providing electric wiring, electrical connectivity to the apartment lift and water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Said 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/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Promoter shall enclose the said notification/ order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee shall make the payment as per the payment plan set out in Schedule C ("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 @ \_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee 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 'D' and Schedule 'E' (which shall be in conformity with the advertisement,

prospectus etc. on the basis of which sale is effected) in respect of the Said 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 as per the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alterations.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Tower/Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the 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 an 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 the Allottee, the Promoter shall demand additional amount from the Allottee towards the Total Price, which shall be payable by the Allottee prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 of this Agreement, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Said Apartment And Appurtenances:

(i) The Allottee shall have exclusive ownership of the Said Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in Schedule E below). Since the share/interest of the Allottee in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Real Estate Project along with other occupants/allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Real Estate Project (described in Schedule E below) to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [apartment/Plot) and the Project;.

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Said Apartment along with the Said 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 ProjectProperty(described in Schedule A-2 below) 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 the Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the 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, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances 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 Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

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

## **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 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 Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said 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 Said Apartment And Appurtenances, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her 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 Said Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be.

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:**

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

#### **7. POSSESSION OF THE APARTMENT:**

7.1. Schedule for possession of the Said Apartment - The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas of the Real Estate Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Common Areas of the Real Estate Project (as specified in Schedule E below) with all specifications (as provided in Schedule D below) 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 ("Force Majeure"). If, however, the completion of the Real Estate 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 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 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. 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 from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The promoter shall hand over the photocopy of completion certificate of the Project to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Apartment- Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottee shall take possession of the Said 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 Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay charges as mentioned in para 7.2.

7.4. Possession by the Allottee- After obtaining the occupancy certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below), to the association of allottees, or the competent authority as the case may be, as per local laws;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including Common Areas of the Project to the association of allottees within thirty days after obtaining the occupancy 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 the entirety of the booking amount paid for the allotment. The balance amount of the money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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 Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 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 the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

(i) The Promoter has absolute, clear and marketable title with respect to the Project Property; the requisite rights to carry out development upon the said Land and absolute, actual physical and legal possession of the Land for the Project.

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There is encumbrance over the project Land and the charge upon the project land lies on Indiabulls Housing Finance Limited.

(iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said 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 Real Estate Project, the Project Property, the Said Apartment, the Said Tower/Building and Common Areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of 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 Said Apartment to the Allottee and the Common Areas of the Real Estate Project to the association of allottees, upon the same being formed and registered;

(x) The Project Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or to 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 Project Property) has been received by or served upon the Promoter in respect of the Project Property and/or the Real Estate Project.

## **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) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this Agreement, and for which completion certificate, 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, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction

milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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 payment to 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 prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond \_\_\_\_\_ 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 refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination

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

The Promoter, on receipt of Total Price of the Said Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Said Apartment together with proportionate indivisible share in the Common Areas within 3 (three) 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 the Local Law, the conveyance deed in favor of the allottee shall be carried out by the promoter within 3 months from the date of issue of the occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### **11. MAINTENANCE OF THE SAID TOWER/BUILDING/APARTMENT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the



completion certificate of the Project. The cost of maintenance has been included in the Total Price of the Apartment.

## **12. DEFECT LIABILITY:**

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

## **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and 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 Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's 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.

## **15. COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT**

15.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Tower/Building, or the Said 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 Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Tower/Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Tower/Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting

of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Tower/Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the 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.

#### **16. 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.

#### **17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate 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 as provided in the Act.

#### **18. 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 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.

#### **19. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoter showing compliance of various laws/ regulations as applicable in said Act.

#### **20. 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 Sub-Registrar (specify the address of the Sub-Registrar) 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 Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty)

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

#### **21. ENTIRE AGREEMENT:**

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

#### **22. RIGHT TO AMEND:**

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

#### **23. 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 go along with the Apartment for all intents and purposes.

#### **24. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

#### **25. SEVERABILITY:**

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

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

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

**27. FURTHER ASSURANCES:**

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

**28. 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 after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

That 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 as mentioned in this Agreement or through e-mail. 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.

**30. 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.

**31. SAVINGS:**

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

### 32. GOVERNING LAW:

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

### 33. DISPUTE RESOLUTION:

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

#### SCHEDULE 'A'

##### (Larger Property)

**ALL THAT** the piece and parcel of land containing by estimation an area of 34 cottahs (more or less) situate lying at and being Municipal Premises No. 24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 and butted and bounded in the the manner following that is to say:

ON THE NORTH : By Alipore Road  
ON THE SOUTH : By Premises No. 5 Alipore Road  
ON THE WEST : By Premises No. 24/2 Alipore Road  
ON THE EAST : By Premises No. 24/4 Alipore Road

#### SCHEDULE 'B'

##### (Said Apartment And Appurtenances)

ALL THAT the FLAT NO \_\_\_\_ on the \_\_\_\_\_ of the building namely THE AVENUE II now in course of construction of the said Premises containing by estimated chargeable area of \_\_\_\_\_ sq.ft. (be the same a little more or less) TOGETHER WITH \_\_\_\_\_ Open car parking space and \_\_\_\_\_ Covered Car Parking Space TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex

#### SCHEDULE 'C'

##### (Payment Plan)

Due Date	Approx stage of completion	Amount	Payment to IHFL	Payment to Promoter
30-Jun-18	On Agreement			
31-Jul-18	On Completion of Brickwork			

30-Sep-18	On Completion of outside plaster			
31-Dec-18	On Installation of Lifts			
	TOTAL			

**SCHEDULE 'D'**  
**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)**

Foundation	:RCC substructure on Piles
Super Structure	:R.C.C frame structure
Wall Exterior Finish	:Cement Plaster with weather coat paint and decorative finish.
Wall Interiors,toilets,kitchen	:Cement Plaster above lintel level,dado area with rough plaster
Staircase	:Staircase in Kota Stone or tiles
Common area & lift	:Combination of Imported Marble and Granite
Lobby flooring	
Stair case flooring	:Kota Stone
Flat Flooring	:Bare RCC
Main Door	:Wooden decorative with lock and night latch
Internal Doors	:only door frame will be provided
Windows	:Fully glazed aluminium Anodized/UPVC
Electricals	:Writing for meter till DB of each unit provided,only conduits will be provided within the flat.
Toilet Plumbing	:Water inlet and soil/waste point to be provided,sanitary wares /Cp fitting and plumbing network not to be provided.
Kitchen	:Only Water inlet and soil/waste point to be provided, plumbing network will be in buyers scope.Power point for geyser and water purifier will be given.
Air Conditioning	:VRF Air conditioning to be provided in each of the bedrooms/living room
Utility Room/Bathroom	:Tiles flooring with standard make washroom fittings and fixtures
Water proofing treatment	:On roofs,toilets and verandah
2 passenger LIFT & 1 Service lift	:Both of reputed make
CCTV	:One each on the floor lobbies that will be connected to the Main security.

**SCHEDULE 'E'**  
**SPECIFICATIONS, AMENITIES, FACILITIES**  
**(Which are part of the project)**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Properties to the Municipal Duct.

3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the Properties.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Properties.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Properties including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the Properties.
11. Generator its installations and its allied accessories and room.
12. Lifts, Lift wells and their accessories installations and spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Properties and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

**SCHEDULE 'F'**  
**(ADVANCES & DEPOSITS)**

At or before taking over possession of the said Flat/Unit the Purchaser shall be liable to keep in deposit with the Promoter various amounts, along with GST as and when applicable, as hereinafter appearing out of which certain amounts shall be held as and by way of Non Refundable Deposits and certain amounts are Adjustable Deposits

- i) Non-Refundable Deposits:
  - (a) Generator charges @ Rs.25,000/- per KVA.
  - (b) Rs. 100/- per sq. ft. on account of costs, charges and expenses for providing Transformer including HT/LT connection, in the said Complex.
  - (c) Rs. 1,50,000/- per unit on account of Amenities Charges.
  - (d) Rs. 10,000/- per unit on account of Association Formation.

- ii) All charges and deposits that may be necessary to be deposited with CESC shall be payable by the Purchaser at actual.
- iii) In those cases where Sub Meter is to be provided the Purchaser shall be liable and has agreed to make payment of all costs, charges and expenses to the Seller.

Deposits (Adjustable):

- i) Sinking Fund at the rate of Rs. 100/- (Rupees One Hundred only) per sq. ft. on the total super built-up area forming part of the said Flat .
- ii) Deposits on account of municipal rates and taxes in respect of the said Unit/Flat/Apartment at the rate of Rs. 25/- per sq.ft.
- iii) Maintenance Deposit at the rate of Rs. 33/- per sq.ft. in respect of the said Unit/Flat for 6 months

In the event of any part or portion of the said Adjustable Deposits being adjusted and/or appropriated because of any default on the part of the Purchaser, the Purchaser shall be liable and agrees to replenish the amount with the intent and object that it shall be the obligation of the Purchaser to secure the amount payable on account of the Adjustable Deposits.

The aforesaid deposits would be paid by the Purchaser to the Promoter who after adjustment and appropriation of the amounts shall make over the balance amount to the Holding Organisation upon its formation.

**SCHEDULE 'F'**  
**(MAINTENANCE CHARGES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the



property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flower beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park
10. Cleaning as necessary of the areas forming parts of the property.
11. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.
12. Maintaining and operating the lifts.
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building

excepting those which are the responsibility of the owner/occupier of any Unit.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for of the owners of the Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

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

**SIGNED AND DELIVERED BY THE SELLERS/OWNERS**

**At Kolkata in the presence of**

**SIGNED AND DELIVERED BY THE PROMOTER**

**At Kolkata in the presence of**

**SIGNED AND DELIVERED BY THE PURCHASER**

**At Kolkata in the presence of**

**SIGNED AND DELIVERED BY THE CONFIRMING PARTY**

**At Kolkata in the presence of**