

THIS AGREEMENT is executed at Kolkata on this the _____ day of **TWO THOUSAND AND TWENTY ONE**

BETWEEN

WONDERLAND DISTRIBUTORS PVT LTD (PAN No. AAACW8062F) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No.10/4B Lala Lajpat Rai Sarani (formerly Elgin Road) , Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore and represented by its Director **Shri Pradip Kumar Jain (PAN No. ACQPJ7832H) (AADHAR NO. 9820 7159 6858)** son of Hiralal Jain of No. 10/4B Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its nominee and/or nominees successor and/or successors in office/interest and assigns) of the **FIRST PART**

AND

(1) ARIJIT MITTRA (PAN No. ADMPM4395D) (AADHAR NO. 8861 5384 9436) son of Late Salil Kumar Mittra residing at No. 34/1 Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore **AND (2) ANANJAN MITTER (PAN No. AFCPM6223L) (AADHAR NO. 8871 6673 1952)** and **(3) NILANJAN MITTER (PAN No. AFMPM7352N) (AADHAR NO. 2282 0211 3031)** both sons of Malay Kumar Mitter all residing at No. 34/1 Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

AND

(1) -----, son of Mr. -----, aged about ----- years, holding PAN:-----, (AADHAR NO.-----) residing at ----- P.S.----- P.O.----- hereinafter referred to as the **“ALLOTTEE/PURCHASER”** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her heirs, legal representatives, executors, administrators and assign etc.) of the **THIRD PART.**

In this agreement wherever the context so permits

- a) the Developer/Owner No.1/ Owner No.2/Owner No.3 and the Allottee are collectively referred to as the ‘parties’ and individually as a ‘party’
- b) the said Arijit Mittra is referred to as the Owner No.1, the said Ananjan Mitter is referred to as the Owner No.2 and the said Nilanjan Mitter is referred to as the Owner No.3 and collectively referred to as the OWNERS

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) One Arun Kumar Mitter (since deceased) son of Late Sir Provash Chandra Mitter (hereinafter referred to as the DECEASED) during his lifetime amongst others was absolutely seized and possessed of and/or otherwise well and

- sufficiently entitled to ALL THAT the Municipal Premises No. 22/1A, 22/1B, 22/1C , 22/1D and 22/1E Chakraberia Road (South) Kolkata 700 025 containing in aggregate an area of 18 cottahs 12 chittacks and 34 sq. ft. (more or less) together with the structures standing thereon(hereinafter referred to as the said PROPERTIES)
- B) The said Arun Kumar Mitter died testate on 9th January 1988 after having made and published his Last Will and Testament dated 30th January 1983 (hereinafter referred to as the said WILL) and by and under the said Will the said deceased gave bequeathed and devised the said Properties unto and in favour of the Owners whereby the Owner No.1 became entitled to undivided half share or interest into or upon the said Properties and the Owner No.2 jointly became entitled to the remaining undivided half share or interest into or upon the said Properties in equal shares.
- C) In pursuance of an application for probate filed in the Court of the Additional District Judge, 9th Court, Alipore 24 Parganas (South) being Matter No. OS 1/91 probate in respect of the said Will was granted on 17th March 2004 in favour of Salil Kumar Mitra, Malay Kumar Mitter and Dr. Monoj Pal being the Executors appointed under the said Will. The Estate of the said Deceased has been fully administered and as such the Owners became entitled to the entirety of the said Properties each one of them being entitled to the following undivided share or interest into or upon the said Properties :
- | | | |
|-----------------|---|-----|
| Arijit Mitra | - | 50% |
| Ananjan Mitter | - | 25% |
| Nilanjan Mitter | - | 25% |
- D) By and under the said Will the said deceased bequeathed the entirety of the said property to his grand nephews Arijit Mitra, Ananjan Mitter and Nilanjan Mitter subject to the following : “My executors and Trustees will out of the income of my property being Premises No.22/1E Chakraberia Road (South) pay the following legacies and annuities :
- i. Rs. 100/- per month to the aforesaid Smt. Priti Ghosh wife of Sri Sisir Ghosh during the time of her natural life
 - ii. Rs. 100/- per month to the aforesaid Smt. Manju Ghose wife of Sri Tarun Ghose during the time of her natural life
 - iii. Rs. 100/- per month to the aforesaid Smt. Dipti Pal wife of Dr. Manoj Pal during the time of her natural life
- E) By a Deed of Assent dated 31st March 2005 registered at the office of the Additional Registrar of Assurances-1, Kolkata Being Deed No. 02645 for the year 2005 the said Executors assented to the Transfer and vesting of the properties in favour of the legatees namely the Owners herein.
- F) The said Smt. Manju Ghosh died on 10th December 2003 and the said Smt. Priti Ghosh died on 25th February 2004. The said Smt. Dipti Pal also died on 18th June 2008 and consequent to their respective deaths their respective right title interest into or upon the said Properties which they became entitled to by virtue of the said Will stood extinguished.
- G) In the events as recited hereinabove the Owners thus became entitled to the entirety of the said Properties
- H) A part of Municipal Premises No. 22/1E Chakraberia Road (South) Kolkata 700 025 containing by estimation an area of 2 cottahs 06 chittacks and 05 sq. ft.(more or less) is presently under the occupation of a Petrol Pump (hereinafter referred to as the PETROL PUMP AREA)
- I) The entirety of the said Properties including the said Petrol Pump Area was in occupation of various persons (hereinafter referred to as the OCCUPANTS)
- J) With the intent of undertaking development of the said Properties, the Owners approached the Developer to undertake the development of the said properties and a Preliminary Agreement dated 9th March 2010 followed by a Supplemental Agreement dated 3rd July 2013 (hereinafter collectively referred to as the PRELIMINARY AGREEMENTS) was entered into between the parties hereto whereby it had been agreed that upon the Developer performing certain obligations the Developer shall undertake the development of the said Properties containing by estimation an area of 16 cottah 06 chittacks and 29 sq. ft. (more or less) forming part of Premises No.22/1A, 22/1B, 22/1C , 22/1D and portion of premises no. 22/1E Chakraberia Road (South) Kolkata

- 700 025 and a formal agreement for development would be executed between the parties hereto
- K) In pursuance of the said Preliminary Agreements and in furtherance thereof the Developer :
- a) Negotiated with various persons then in occupation of various parts and portions of the said properties and obtained vacant possession upon payment of the amount of compensation
 - b) Caused the said properties to be amalgamated
 - c) Caused a map or plan to be sanctioned by Kolkata Municipal Corporation being NO. 201908080053 dated 3rd December 2019 (hereinafter referred to as the PLAN) whereby a new building is to be constructed at the said Premises comprising of various self contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
 - d) Paid to the Owners as and by way of Deposit a sum of Rs. 60,00,000/- (Rupees sixty lacs only) (hereinafter referred to as the DEPOSIT AMOUNT) out of which a sum of Rs. 30,00,000/- (Rupees Thirty lacs only) had been paid to the Owner No.1 and a sum of Rs. 15,00,000/- (Rupees fifteen lacs only) each had been paid to the Owners No.2 & 3 thus aggregating Rs. 60,00,000/- (Rupees sixty lacs only)
- L) Upon amalgamation of the said properties the same has since been numbered as Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 025 (more fully and particularly mentioned and described in the PART I of the FIRST SCHEDULE hereunder written and hereinafter referred to as the said LARGER PROPERTY)
- M) By an Agreement dated 17th December 2020 (hereinafter referred to as the DEVELOPMENT AGREEMENT) entered into between the DEVELOPER and the Owners and registered at the office of the Additional District Sub Registrar, South 24 Parganas in Book No. I Volume No. 1605-2020 Pages 128738 to 128789 Being No.160503614 for the year 2020 the Owners granted the right of development in respect of a part or portion of the said Larger Property containing by estimation an area of 16 cottahs 06 chittacks and 29 sq. ft. (more or less) (more fully and particularly mentioned and described in PART II of the FIRST SCHEDULE hereunder written and hereinafter referred to as the PROPERTY/PREMISES) for the consideration and subject to the terms and conditions hereinafter appearing
- N) In pursuance of the said Development Agreement and in accordance with the said Plan the DEVELOPER became entitled to construct erect and complete a new building on the said Property/Premises comprising of ground plus 11 (eleven) upper floors comprising of various self contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
- O) The said Development Agreement inter alia provides as follows:
1. In consideration of the above and keep in view the marketing expertise of the Developer it has been agreed that the entirety of the constructed area forming part of the development shall be sold and transferred by the Developer and the Developer shall be entitled to enter into agreement for sale and transfer in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the development and to receive realize and collect the sale proceeds and other amounts and the Owners, if required, shall be parties to all such agreements and/or conveyances
 2. For the purpose of sharing of revenue between the parties in terms of this agreement it has been agreed that out of the gross receipts after adjustment and appropriation of the Pass Through Charges as hereinbefore recited including a sum equivalent to 1% of the net sale proceeds as and by way of marketing costs, the remaining net proceeds shall be shared amongst the Owners and the Developer in a manner whereby
 - i) The Owner No.1 shall be entitled to 17% of the net sale proceeds (hereinafter referred to as the OWNER NO.1s SHARE)

- ii) The Owner No.2 shall be entitled to 8.5% of the net sale proceeds (hereinafter referred to as the OWNER NO.2s SHARE)
- iii) The Owner No.3 shall be entitled to 8.5% of the net sale proceeds (hereinafter referred to as the OWNER NO.3s SHARE)
- iv) The Developer shall be entitled to retain for itself the remaining 66% of such net revenue (hereinafter referred to as the DEVELOPER'S SHARE)

3. In addition to the share of revenue to part form of the Developer's Share the Developer shall be entitled to retain all amounts paid by the intending purchasers on account of deposits and/or advances on account of municipal rates and taxes, Sinking Fund, Electricity Deposits and other amount and this will not be taken into account for the purpose of determination of net revenue.

- P) The said Development Agreement inter alia further provides:
- a) That the Owner No.1 namely Arijit Mitra has appointed and/or nominated Arihant Benchmark Projects Pvt Ltd, a company within the meaning of the Companies Act 2013 having its registered office situated at No. 10/4B Lala Lajpat Rai Sarani, Kolkata 700 020 and represented by its Director Shri Pradip Jain to be his authorised representative (hereinafter referred to as the AUTHORISED REPRESENTATIVE OF OWNER NO.1) and
 - b) The Owner No.2 and 3 namely Ananjan Mitter and Nilanjan Mitter have jointly appointed Goodluck Merchants Pvt Ltd also a company within the meaning of the Companies Act 2013 having its registered office situated at No. 10/4B Lala Lajpat Rai Sarani, Kolkata 700 020 and represented by its Director Shri Pradip Jain to be their authorized representative (hereinafter referred to as the AUTHORISED REPRESENTATIVE OF OWNER NOS.2 and 3
 - c) That the said Authorised Representatives shall be entitled to receive realize and collect the share in the revenue coming to the share of the Owners whom they represent and to grant proper and effectual receipts and/or discharges therefore and payment of revenue coming to the share of each of the Owners paid by the Developer to the said authorized representatives shall be a complete and valid discharge of the obligation of the Developer to make payment of the revenue coming to the share of each of the Owners.
- Q) The DEVELOPER has already commenced the work of construction of the said new building on the Area available for Construction
- R) The Allottee is desirous of acquiring on ownership basis ALL THAT the Apartment No. ----- on the ----- floor of the new building now in course of construction of the said Premises containing by estimation a chargeable area of -----sq. ft. (super built-up area) (be the same a little more or less) TOGETHER WITH One open car parking space being no. ----- on the Ground Floor (Open to Sky) TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND 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 THIRD SCHEDULE hereunder written and hereinafter referred to as the said UNIT/APARTMENT AND THE PROPERTIES APPURTENANT THERETO) which the DEVELOPER/DEVELOPER has agreed to sell and transfer, free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever for the consideration unto and in favour of the Purchaser for the consideration and subject to the terms and conditions hereinafter appearing.
- S) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed out herein
- T) The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

- U) 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;
- V) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the DEVELOPER hereby agrees to sell and the Purchaser hereby agrees to purchase the said Unit and the Properties Appurtenant Thereto for the consideration and subject to the terms and conditions hereinafter appearing;
- W) The parties are desirous of recording the same, in writing

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS, MUTUAL REPRESENTATIONS COVENANTS ASSURANCES AND PROMISES CONTAINED HEREIN AND FOR GOOD AND VALUABLE CONSIDERATION THE PARTIES HAVE AGREED as follows:

A. DEFINITIONS

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- 1.1 **AGREEMENT** shall mean this agreement together with the schedules and annexure hereto and any other deed and/or document executed in pursuance hereof
- 1.2 **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
- 1.3 **ACT** means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)
- 1.4 **ASSOCIATION** shall mean the Association of Unit owners which may be formed by the DEVELOPER in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Developer for taking control of the common parts and portions and for rendition of common services
- 1.5 **ADVOCATES** shall mean Gaggar & Co LLP, Advocates of No. 6 Old Post Office Street, 3rd floor, Kolkata 700 001 appointed by the DEVELOPER, inter alia, for preparation of this agreement and the sale deed for transfer of the said unit.
- 1.6 **ARCHITECT** shall mean M/S. Raj Agarwal & Associates of No.8B Ryod Street, 1st floor, Kolkata 700 016 any other firm or architects appointed by the Developer.
- 1.7 **BALCONY** shall mean such extended part or portion of any particular unit which shall form an integral part of a particular unit.
- 1.8 **BOOKING AMOUNT** shall mean the application money paid to the DEVELOPER for booking of the said unit.
- 1.9 **CARPET AREA** means the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- 1.10 **CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Allottee inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions
- 1.11 **COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written)
- 1.12 **CAR PARKING SPACE/S** shall mean covered car parking spaces in the ground of the said new building/s and also include the open car parking spaces in the open compound at the ground floor of the said premises as expressed or intended by the Developer in its absolute discretion for parking of motor cars.

- 1.13 **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Allottee for rendition of common services briefly described and without limitation is in the SIXTH SCHEDULE hereunder written.
- 1.14 **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Units.
- 1.15 **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Developer and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.
- 1.16 **COMMON ROOF** shall mean a divided and demarcated portion of the ultimate roof as may be determined by the Developer which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the new building/s situated at the said premises and shall also include demarcated portion of the roof of the podium as well.
- 1.17 **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- 1.18 **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the DEVELOPER to the Allottee to take possession of the said Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.
- 1.19 **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the DEVELOPER shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the DEVELOPER plus fifteen days.
- 1.20 **DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- 1.21 **EXTRA PAYMENTS** shall mean the amount required to be paid by the Allottee to the DEVELOPER/Developer apart from the total consideration amount as hereinafter appearing
- 1.22 **FEDERATION/ASSOCIATION/HOLDING ORGANISATION** shall mean a federation of the society/condominium/company to be formed to manage and control the property, the common areas and amenities comprised in the said housing complex
- 1.23 **UNITS** shall mean independent and self-contained residential spaces and/or other constructed spaces built and constructed or intended to be built and constructed by the Developer at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- 1.24 **HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Unit as hereinafter stated
- 1.25 **LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project
- 1.26 **NEW BUILDING** shall mean the New Building and/or buildings to be constructed by the Developer at the said Property in accordance with the said Plan and to comprise of various self-contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.
- 1.27 **OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Unit owner to take possession of the Unit intended to be acquired by the Allottee

- 1.28 **PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing being No. 201908080053 dated 3rd December, 2019 and shall include all modifications or variations as may be made by the Developer from time to time with prior sanction from the authorities concerned if required.
- 1.29 **PREMISES** shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).
- 1.30 **ALLOTTEE** shall be deemed to mean and include :-
- a) In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
 - b) In case the Allottee be a Hindu Undivided family, then its Karta, cooperator or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.
 - c) In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.
 - d) In case the Allottee be a company, then its successors or successors-in-interest.
 - e) In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.
- 1.31 **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Units in the said building provided that where it refers to the share of the Allottee or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)
- 1.32 **POSSESSION** shall mean the date on which possession is made over by the DEVELOPER to the Allottee after occupancy certificate is obtained
- 1.33 **READY TO MOVE IN** For the purpose of this part 'ready to move in possession' shall mean that the unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;
- 1.34 **RULES** means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017
- 1.35 **REGULATIONS** means the regulations made under the West Bengal Industry Regulation Act 2017
- 1.36 **SAID UNIT/APARTMENT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the **Unit No. _____ on the _____ floor of the said new building forming part of the DEVELOPER's Area as defined in the said Development Agreement** (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written with fittings and fixtures to be provided therein by the DEVELOPER together with the proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and shall include the right of parking one or more motor car/s in the car parking space if so specifically and expressly mentioned herein)
- 1.37 **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder

- by the Allottee and to be determined by the Developer in its absolute discretion
- 1.38 **DEVELOPER** shall mean the said Party hereto of the First Part and shall include its successor and/or successors in office/interest and assigns
- 1.39 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, main wires cables, conduits, tanks, and any other apparatus for the supply of water.
- 1.40 **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Allottee herein towards maintenance fund which shall be held by the Developer and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Developer to such Association.
- 1.41 **SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Developer and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Developer and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Developer and/or the Association in their absolute discretion.
- 1.42 **TERRACE** shall mean an open terrace attached to a particular Unit/unit and to form an integral part of such unit without any right of any other unit owners.
- 1.43 **TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Allottee to the DEVELOPER in terms of this agreement.

B. INTERPRETATIONS

- 2.1** In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it
 - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
 - iii) An obligation of the Allottee in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
 - iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
 - v) Words denoting singular number shall include the plural and vice versa.
 - vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
 - vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
 - viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.
 - ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
 - x) The Schedules shall have effect and be construed as an integral part of this agreement.

C. COMMENCEMENT AND TERMS

3.1 This Agreement has commenced and/or shall be deemed to have commenced on and from the date of execution of agreement (hereinafter referred to as the COMMENCEMENT DATE) and shall remain valid and subsisting unless terminated in the manner as hereinafter appearing.

3.2 TERMS

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer have agreed to sell to the Allottee and the Allottee hereby agrees to purchase the Unit and the Properties Appurtenant thereto as specified hereinabove.

1.2 The total amount agreed to be paid by the Allottee is based on the total chargeable area which has been agreed upon between the parties hereto as recorded herein and the total consideration price payable by the Allottee to DEVELOPER comes to Rs. _____ (Rupees _____ only). (hereinafter referred to as the TOTAL CONSIDERATION PRICE/PURCHASE PRICE).

	Carpet Area (sq.ft)	Chargeable Area (sq.ft)	Price (per sq.ft)	Amount (Rs)
UNIT				
BALCONY				
			TOTAL (A)	
PARKING		Type of Parking	Nos	Amount (Rs)
			TOTAL (B)	
1. CONSIDERATION PRICE (A+B)				
2. Taxes on Total Consideration Price				
UTILITY EXPENSES				
3. Cost of transformer,			90/-	
4. Generator Charges			25000/- per KVA	
5. Taxes on Utility Expenses				
6. TOTAL CONSIDERATION PRICE (1+2+3+4)				
ADDITIONAL DEPOSITS (MANDATORY)	Carpet Area (sq.ft)	Chargeable Area (sq.ft)	Rate (per sq.ft)	Amount (Rs)
Maintenance Charges			4/-	
Sinking Fund			50/-	
Corporation Tax Deposit			5/-	
CESC Deposit	CESC Deposit as per actuals in case of LT line			

	payable on demand. In case CESC provides HT connection, then the Allottee will have to deposit proportionate amount with the DEVELOPER on demand.
Documentation/Legal Fees	Rs. -----/- at the time of execution of this agreement and Rs. -----/- at the time of execution of the deed of conveyance. Cheque to be issued in the name of Mr. Ratan Lal Gaggar
TOTAL PRICE	Rs. _____/- (Rupees _____/-)

Explanation:

- (i) The Total consideration price above includes the booking amount paid by the Allottee to the DEVELOPER towards the Unit and the Properties Appurtenant thereto.
 - (ii) The Total price above includes Taxes (consisting of tax paid or payable by the DEVELOPER by way of GST and Cess or any other similar taxes which may be levied in connection with the construction of the New Building(s) payable by the DEVELOPER upto the date of handing over the possession of the Unit and the Properties Appurtenant thereto. Provided that in case of any change/modification in the taxes, the subsequent amount payable by the Allottee to the DEVELOPER shall be increased and/or reduced based on such change/modification.
 - (iii) The DEVELOPER shall periodically intimate in writing to the Allottee the amount payable as stated above and the Allottee shall make payment demanded by the DEVELOPER within the time and in the manner as specified therein. In addition the DEVELOPER shall provide the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies have been imposed or become effective;
 - (iv) The Total Price of the Apartment includes recovery of price of land, construction of common areas, internal development charges, external development charges, taxes, cost of providing electric wiring; electrical connectivity to the apartment, lift, water line and plumbing, finishing with the paint of exterior walls of the new building, tiles, doors, windows, fire fighting equipment's and fire detection in the common areas and includes cost of providing all facilities, amenities and specifications to be provided within the apartment and the project;
- 1.3 The Total Consideration Amount/Purchase 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 DEVELOPER undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the DEVELOPER shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act and shall not be charged from the Allottee.
- 1.4 The said total consideration amount shall be paid in the manner as provided for in the FOURTH SCHEDULE hereunder written by the Allottee to the DEVELOPER.
- 1.5 The timely payment of all the amounts payable by the Allottee under this agreement (including the total price) is the essence of the contract. An intimation forwarded by the DEVELOPER to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The DEVELOPER demonstrating dispatch of such intimation to the

address of the Allottee by email or by any other electronic media shall be conclusive receipt thereof by the Allottee and shall not be a plea or any execute for nonpayment of any amount or amounts.

- 1.6 In the event of delay and/or defaults on the part of the Allottee in making payment of any GST, Service Tax, VAT, TDFS or any other tax, levies, cess etc then without prejudice to any other right or remedies available to the DEVELOPER under this Agreement or under any applicable law, the DEVELOPER shall be entitled to adjust against any subsequent amounts received from the allottee, the said unpaid tax levy, cess etc along with interest, penalty etc payable thereon, from the due date till the date of adjustment
- 1.7 The DEVELOPER shall have the right to provide discount on early payments as may be agreed between the parties in writing.
- 1.8 It is agreed that the DEVELOPER/Developer shall not make any additions and alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc on the basis of which sale is effected) in respect of the said Unit without the previous written consent of the Allottee as per provisions of the Act PROVIDED HOWEVER that in the event of the Allottee requiring any minor alteration and/or modification and the same is permissible in law, the DEVELOPER may cause the same to be done upon payment of such amount as may be mutually agreed upon and reduced in writing it being further agreed that in the event of the Developer making any modification/alteration in the sanctioned plan as permissible in accordance with the building rules of Kolkata Municipal Corporation and other statutes, the Developer shall be entitled to do so long as the same does not affect the Unit intended to be acquired by the Allottee and the Allottee hereby consent to the same and no further consent of the Allottee shall be necessary and/or required.
- 1.9 The DEVELOPER shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet areas. The total price payable for the carpet area shall be recalculated upon confirmation by the DEVELOPER. If there is reduction in the carpet area then the DEVELOPER shall refund the excess money paid by the Allottee within forty five days 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 DEVELOPER may demand that from the Allottee as per the next milestone of the Payment Plan as provided in FOURTH SCHEDULE. All these monetary adjustments shall be made at the same rate per square feet in terms of this Agreement.
- 1.10 The Allottee acknowledges that the certificate which may be given by the Architect of the said Complex/Project certifying the Carpet Area to comprise in the said Unit shall be binding on the parties hereto.
- 1.11 Upon full payment of the total purchase price and other amounts to be paid in terms of this agreement, the DEVELOPER agree and acknowledge, the Allottee shall have the right to the Unit as mentioned below:
 - i) The Allottee shall have exclusive ownership of the Apartment
 - ii) The Allottee shall also have undivided proportionate share in common areas. Since the share of the Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of Allottees after duly obtaining completion certificate from the competent authority as provided in the Act.
 - iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment
 - iv) For the purposes of compliance of the provisions of Section IV (d) of the said Act the total purchase price includes recovery of price of land, construction of not only the Unit but also the common areas, internal

development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and fire fighting equipment in the common areas and includes the cost for providing all other facilities, amenities and specifications to be provided within the apartment and/or project.

1.12 It is made clear by the DEVELOPER and the Allottee agrees that the said Unit along with open/covered car 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 land and is not part or any other project or zone and shall not form part of and/or linked/combined with any project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project

1.13 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Consideration Price of the Unit and the Properties Appurtenant thereto at the time of application the receipt of which the DEVELOPER hereby acknowledges and the Allottee hereby agrees to pay the remaining total price of the Unit/unit and the Properties Appurtenant thereon as prescribed in the Payment Plan set out in FOURTH SCHEDULE as may be demanded by the DEVELOPER within the time and manner as specified therein.

Provided that if the Allottee delays in payment towards any amount for which is payable, the Allottee shall be liable to pay interest at the rate specified in the Rules i.e., State Bank of India Prime Lending Rate plus 2% p.a.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the DEVELOPER within the stipulated time as mentioned in the payment plan through account payee cheque/demand draft/banker's cheque or online payment in favor of "Wonderland Distributors Pvt. Ltd" payable at Kolkata.

The Allottee acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement and the DEVELOPER from time to time shall give notice as the amounts due and payable by the Allottee and such notice may be sent by the DEVELOPER electronically, ordinary mail or by speed post with acknowledgment due.

3. COMPLAINE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments /modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property etc. and provide the DEVELOPER with such permissions, approvals which would enable the DEVELOPER to fulfill its obligations under this Agreement. The Allottee agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the Allottee along shall be liable for any action under FEMA.

3.2 The Allottee shall keep the DEVELOPER 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 DEVELOPER immediately and comply with the necessary formalities towards under the applicable laws. The DEVELOPER shall not be responsible towards any third party making payments, remittances on behalf of the Allottee and such third party shall not have any right in this Agreement/allotment of the said Unit in any way and the DEVELOPER shall issue the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENT

The Allottee authorizes the DEVELOPER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the DEVELOPER may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the DEVELOPER to adjust his payment in any manner.

5. TIME IS ESSENCE

Time is the essence for the DEVELOPER/Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the construction of the New Building and handing over the Unit and the Properties Appurtenant thereto to the Allottee after obtaining the occupancy certificate. The Allottee acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement subject to the simultaneous completion of construction by the Developer as provided in FOURTH SCHEDULE.

The DEVELOPER from time to time shall give notice as to the amounts due and payable by the Allottee and such notice may be sent by the DEVELOPER electronically, ordinary mail or by speed post with acknowledgement due.

6. CONSTRUCTION OF THE PROJECT/UNIT

The said Unit/Office Space shall be constructed in a workmanlike manner with such materials/specifications as are detailed out in the Fifth Schedule hereunder written and the Allottee hereby confirms that the same is acceptable to the Allottee. The Developer shall develop the New Building in accordance to the plan approved by the competent authority and specifications as laid down in FIFTH SCHEDULE of this Agreement. The Developer undertakes that it has no right to make additions or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided in the Act. The Allottee acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Allottee acknowledges and consents that the Developer shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Unit intended to be acquired by the Allottee.

7. POSSESSION OF THE UNIT

7.1 Unless prevented by circumstances beyond the control of the Developer, the said Unit shall be completed in all regards within a period of ----- months from the date of execution of this Agreement with a grace period of 6 months (hereinafter referred to as the COMPLETION DATE)

7.2 Time for completion is and shall always remain as the essence of the contract subject to what is herein agreed.

7.3 Upon completion of the said Project and/or Unit the Developer shall apply to Kolkata Municipal Corporation for grant of occupancy certificate and upon payment of the total purchase price and all other amounts payable in terms of this agreement by the Allottee to the DEVELOPER the Allottee shall be entitled to take over possession of the said Unit along with ready and complete common areas with all specifications, amenities and facilities

7.4 In the event of any delay in making over possession consequent to force majeure conditions then and in that event the time for completion shall stand automatically extended

7.5 For the purposes of force majeure the following shall be deemed to be force majeure conditions:

- i) War
- ii) Flood
- iii) Drought
- iv) Fire
- v) Cyclone
- vii) Pandemic

- vi) Earthquake or any other calamity caused by nature

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 DEVELOPER to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the DEVELOPER shall refund to the allotted the entire amount received by the DEVELOPER from the Allottee within 45 days from that date. The DEVELOPER 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 DEVELOPER and the DEVELOPER shall be released and discharged from all its obligations and liabilities under this Agreement.

7.5.1 At or before taking over possession of the Unit the Allottee shall:

- i) Fully satisfy herself/himself/itself as to the total carpet area as well as chargeable area comprised in the said unit.
- ii) Satisfy herself/himself/itself as to the workmanship of the said unit.
- iii) Cause his/her/its architect to satisfy themselves as to the structural stability of the new building.
- iv) Cause his/her/its architect to examine whether there is any defect in workmanship.

7.6 **FITOUTS** : Subject to the Allottee complying with the terms and conditions herein contained and making payment of the amounts agreed to be paid in terms of this agreement the DEVELOPER at its absolute discretion may allow the Allottee to enter upon the said Unit to carry out necessary fit out to suit its requirement. While carrying out such Fit Outs the Allottee shall:

- a) not carry out any structural additions and/or alterations into or upon the said Unit
- b) not change and/or alter the walls and/or the flooring of the said unit
- c) carry out necessary fit outs into or upon the said Unit at its own cost and shall not be entitled to seek any reimbursement from the DEVELOPER nor shall have any claim against the DEVELOPER on any account whatsoever or howsoever
- d) not cause any nuisance and/or annoyance to the other owners and/or occupiers
- e) Not use the lift for carrying any materials
- f) Carry out the said Fit out works between 8 a.m. to 5 p.m. on all days and not beyond the aforesaid hours without out permission in writing of the DEVELOPER
- g) Not store or permit to be stored any materials in the corridors staircases and/or lobbies and/or other common parts and portions
- h) Remain liable for any accident and/or mishap taking place while carrying out such fit out works
- i) Not be entitled to seek reimbursement of the costs charges and expenses for carrying out the said fitouts nor shall be entitled to have any claim against the DEVELOPER on any account whatsoever or howsoever
- j) It is a treaty of this undertaking that in the event of the Allottee failing to comply with any of the aforesaid conditions while carrying out the said Fitout works consequent to which the DEVELOPER is saddled with or exposed to any losses and/or liabilities then and in that event the Allottee alone shall be liable and responsible and shall keep the DEVELOPER saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

7.7 The Developer shall be at liberty and is entitled to complete any portion/floor/wing/part of the building and apply for and obtain part occupation certificate. As and when such occupation certificate is

obtained the DEVELOPER may at its discretion offer the said Unit to the Allottee to undertake necessary Fitout it being expressly made clear that this shall not amount to possession being made over, such possession to be made over only upon the Allottee making full payment of the amount of consideration and other amounts in terms of this agreement and necessary occupation certificate being granted by the authorities concerned, the Allottee shall be obligated and undertakes to carry out necessary fitouts subject to what is hereinafter appearing.

- 7.8 **PROCEDURE FOR TAKING POSSESSION:** the Developer upon obtaining necessary occupancy certificate from the competent authority shall offer in writing the possession of the Unit to the Allottee in terms of this Agreement to be taken within two months from the date of issuance of occupancy certificate. The conveyance deed in favour of such Allottee shall be carried out by the DEVELOPER within three months from the date of issuance of occupancy certificate. After taking over possession the Allottee agrees to pay the maintenance charges determined by the DEVELOPER/Association of Allottees, as the case may be. The DEVELOPER shall hand over a copy of the occupancy certificate of the apartment to the Allottee at the time of execution of the conveyance
- 7.9 **FAILURE OF ALLOTTEE TO TAKE POSSESSION :** In the event of the Allottee failing to make payment of all amounts due and payable by it to the Allottee in terms of this agreement and to take over possession of the said Unit in the manner as hereinbefore mentioned and if such default shall continue for a period of two months then and in that event then and in that event the DEVELOPER shall be entitled to sell and transfer the said Unit to some other persons and after adjusting and appropriating the amount due and payable by the Allottee and the balance amount shall be paid by the DEVELOPER to the Allottee and the Allottee hereby consents to the same.
- 7.10 **CANCELLATION BY THE ALLOTTEE:** The Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the act Provided where the Allottee proposes to cancel/withdraw from the project without any fault of the DEVELOPER/Developer, the DEVELOPER herein are entitled to forfeit the booking amount paid for the allotment and interest accrued thereon in accordance to law. The Allottee acknowledges that the DEVELOPER shall be blocking the said Unit for the Allottee without receiving the total consideration price and other amounts and in the event of such cancellation the DEVELOPER shall refund the amount receivable by the Allottee within 45 days of such cancellation or upon the DEVELOPER entering into an agreement for sale in respect of the said Unit with any other intending Allottee (which ever event shall happen later) and in as much as the DEVELOPER in terms of this agreement is to hold the said Unit on account of the Allottee, the Allottee has agreed to wait for payment of the amount in the event of cancellation as above and has agreed to waive all other rights upon cancellation.
- 7.11 **CANCELLATION BY THE DEVELOPER:** In terms of this agreement time for payment of the total purchase price and other amounts is and shall always remain as the essence of the contract and in the event of the Allottee failing to make payment of any of the amounts payable in the manner as provided for in this agreement then and in that event the DEVELOPER shall be entitled to terminate this agreement by giving to the Allottee 15 days' notice in writing (hereinafter referred to as the NOTICE OF CANCELLATION) and upon expiry of the notice period this Agreement shall stand automatically cancelled and in such an event the Allottee shall cease to have any right under this agreement or in respect of the said Apartment and upon such cancellation the DEVELOPER shall be entitled to forfeit a sum equivalent to the booking amount together with interest at the State Bank of India prime lending rate plus 2% pa out of the amounts already paid by the Allottee to the DEVELOPER and refund the balance such refund to be made within 45 days of such cancellation or upon the DEVELOPER entering into an agreement for

sale in respect of the said Unit with any other intending Allottee (which ever event shall happen first)

7.12 DEFECT LIABILITY:

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

It is clarified that the DEVELOPER shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate project or acts or any third party(ies) or on account of any force majeure events including on account of any repairs /re-decoration/or any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Project property. The Allottee is aware that the building is a monolithic structure and any change alteration including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said building at various spaces or in its entirety and hence any change or alteration as mentioned hereinabove will result in immediate ceasing of the DEVELOPER's obligation to rectify any defect or compensate for the same as mentioned in this clause and the Allottee and/or association of allottees shall have no claim or whatsoever nature against the DEVELOPER in this regard.

8. REPRESENTATION, DISCLOSURE, DISCLAMIER AND WARRANTIES OF THE DEVELOPER

8.1 At or before the execution of this Agreement the DEVELOPER has provided to the Allottee a certificate being the Report on Title of its Advocate;

8.2 At or before entering into this Agreement the Allottee has satisfied himself/herself/itself as to:

- i) Satisfied himself/herself as to the title of the DEVELOPER and has inspected the copies of the title deeds and plan sanctioned by the authorities concerned and legal ownership in respect of the said premises and acknowledges that the DEVELOPER have a marketable title in respect thereof.
- ii) The right of the DEVELOPER to enter into this agreement
- iii) Is fully satisfied as to the carpet area and/or chargeable area to form part of the said Unit
- iv) Acknowledges that the right of the Allottee shall remain restricted to the Unit intended to be acquired by him/her/it and will have no right over and in respect of the other parts and portions of the said new building and/or the said Complex
- v) Is satisfied that the said Premises is free from all encumbrances and charges and that there is no litigation pending in any Court of Law with regard to the said Premises
- vi) Is satisfied that all approvals, licenses, permits issued by the competent authority with respect to the said housing project are valid and subsisting and that the same have been obtained by following due process of law
- vii) That the DEVELOPER are legally competent to enter into this agreement
- viii) That the said Property is not the subject matter of any HUF and that no part of the land forming part of the said Premises is owned by or remains vested in a minor

- ix) That the said Premises is not subject to any notice of acquisition and/or requisition nor there is any threat or acquisition and/or requisition
 - x) That all municipal rates taxes and other outgoings payable in respect of the said Premises has been paid and/or shall be paid by the DEVELOPER/Developer up to the completion of the said Project
 - xi) Acknowledges that the terms and conditions of this agreement are fair and reasonable.
 - xii) Has obtained independent legal advice and the Advocates so appointed by the Allottee has also caused necessary searches/investigation of title to be made
 - xiii) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the Allottees agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
 - xiv) The parties have gone through all the terms and conditions set out in this agreement and have understood their respective obligations and rights detailed herein
 - xv) The parties hereto confirm that they are signing their agreement with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project
 - xvi) 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 not willing to enter into this agreement on the terms and conditions appearing hereinafter
- And has agreed not to raise any objection whatsoever or howsoever

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Fore Majeure clause, the DEVELOPER shall be considered under condition of Default, in the following events:
- (i) DEVELOPER/Developer fails to provide ready to move in possession of the Unit to the Allottee within the stipulated 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.
 - (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.
- 9.2 In case of default by the Developer under the conditions listed above, the Allottee is entitled to the following:
- (i) Stop making payment to the DEVELOPER as demanded by the DEVELOPER. If the Allottee stops making payments the DEVELOPER shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest;
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the DEVELOPER shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice Provided that where the Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid by the DEVELOPER, interest at the rate prescribed in the Rules, for every month of delay till handing over the possession of the Unit, which shall be paid by the DEVELOPER/Developer to the Allottee within forty five days of it becoming due.
- 9.3 The Allottee shall be considered under the condition of default on the occurrence of the following events:
- (i) In the case the Allottee fails to make payment for consecutive demands made by the DEVELOPER as per payment in Fourth Schedule hereunder, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the

DEVELOPER on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond one month after notice from the DEVELOPER in this regard, the DEVELOPER may cancel the allotment of the Unit in favor of the Allottee and refund the money paid to them by the Allottee by deducting the booking amount and interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the DEVELOPER shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT

- 10.1 The DEVELOPER on receipt of the Total Price of the Unit and the Properties Appurtenant thereto under this Agreement from the Allottee along with interest due thereon if any, the Deed of Conveyance shall be executed in favor of the Allottee within three months from the date of taking over possession and time in this regard is and shall be treated as the essence of the contract.
- 10.2 Within ten days from the date of notice to that effect being given by the DEVELOPER to the Allottee, the Allottee shall deposit the requisite amount on account of stamp duty, registration charges, legal expenses and other incidental expenses and without the Allottee depositing the said amount the DEVELOPER/Developer will not be under an obligation to execute the Deed of Conveyance and in the event of the Allottee failing to deposit the requisite amount within the stipulated time then and in that event without prejudice to any other right which DEVELOPER may have the Allottee shall be liable and agree to make payment of a sum of Rs. 5,000/- (Rupees Five thousand only) per month as and by way of GUARDING CHARGES and the Allottee acknowledges such guarding charges is fair and reasonable in as much as the DEVELOPER shall continue to hold the Unit for and on behalf of and on account of the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act 1899 including any actions taken or deficiencies/penalties imposed by the competent authority.

11. MAINTENANCE OF THE SAID NEW BUILDING/UNIT - NAME OF THE PROEJCT

- 11.1 The said Building and/or Housing Complex shall always be known as **“Arihant Ultima”**
- 11.2 The Allottees acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Unit Owners and as such it is desirable that a Facility Management Company (hereinafter referred to as the FMC) be appointed and in this regard the Allottees authorizes the Developer to appoint a Facility Management Company on such terms and conditions as the Developer in its absolute discretion may deem fit and proper who shall remain responsible for maintenance of the common parts and portions and for rendition of common services.
- 11.3 The Developer shall be entitled to appoint a Facility Management Company on such terms and conditions as the Developer in its absolute discretion may deem fit and proper and the Allottee shall be liable to make payment of an amount equivalent to 15% of the CAM Charges as service charges payable to such FMC.
- 11.4 Until such time the Developer has appointed such FMC the Developer shall be liable to maintain the common parts and portions and be responsible for rendition of common services and as such the Developer shall be entitled to claim an amount equivalent to 15% of the CAM Charges payable by the Allottees as and by way of service charges.
- 11.5 After formation of the Holding Organization, the Holding Organization will take control of the common parts and portions and shall remain liable for rendition of common services.

- 11.6 **HOLDING ORGANISATION** - The Unit Owners amongst themselves shall form a Holding Organization which may be a private limited company, limited liability partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as the HOLDING ORGANISATION).
- 11.7 The Allottees agrees to become a member of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.
- 11.8 Until formation of the said Holding Organization the Developer in its absolute discretion may appoint an Adhoc Committee which will comprise of five unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Complex and upon formation of the said Holding Organization the said Adhoc Committee shall stand dissolved.
- 11.9 So long as each Unit in the said premises shall not be separately mutated and assessed by the Municipality and/or by the appropriate authority, the Allottee shall pay the proportionate share of all rates and taxes assessed on the whole premises from the date of notice of possession to the Developer /Facility Manager within 7 days from the demand being made. Such proportion is to be determined by the DEVELOPER on the basis of the proportionate area of the Allottees Unit.

12. RIGHT OF THE ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES AND DEFAULT IN PAYMENT OF THE MAINTENANCE CHARGES/ENFORCEMENT

- 12.1 The Allottee hereby agreed to purchase the Unit and the Properties Appurtenant thereto on the specific understanding that his/her/their/its right to use of the Common Area and the Common Facilities shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the DEVELOPER/FMC/Holding Organisation/Association of the Allottees (or the maintenance agency appointed by it) as the case may be and performance by the Allottee of his/her obligation in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottee/s from time to time.
- 12.2 In the event of the Allottees failing to make payment of the common area maintenance charges (hereinafter referred to as the CAM CHARGES) the Allottees shall be obligated to pay:
- i) interest at the rate of 15% per annum on all amounts remaining outstanding
 - ii) Rs.2/- per sq.ft. per month as late charges
- And if such default shall continue for more than thirty days then and in that event all expenses including reasonable attorney's fees paid and/or incurred by the Developer /FMC/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Allottee.
- 12.3 The Allottee acknowledges that upkeep of the common parts and portions and rendition of common services is for the benefit of all the Unit owners in the said new building/s and nonpayment thereof by the Allottee is likely to adversely affect the services and/or interest of the other Unit owners and as such in the event of any default on the part of the Allottee in making timely payment of such common expenses the Allottees shall be liable to pay interest at the rate of 15% per annum on the amounts lying in arrears and if such default shall continue for a period of three months then and in that event the Allottees shall not be entitled to avail of any of the said facilities and/or utilities and the DEVELOPER and/or Holding Organization and/or FMC as the case may be shall be entitled to and the Allottee hereby consents:
- i) to discontinue the supply of electricity to the Allottees' Unit
 - ii) to disrupt the supply of water

- iii) to withdraws the lift facilities to the Allottees and/or to the members of his family including the Allottees' visitors, servants and agents

And such facilities shall not be restored until such time the Allottees has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Developer for realization of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the DEVELOPER/Federation/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Allottees.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Developer /FMC/Holding Organization/Association of Allottee/s/Maintenance Agency shall have the rights of unrestricted access of all Common Area, garages and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or the maintenance agency to enter into the Unit and the Properties Appurtenant thereto 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. ALLOTTEE'S COVENANTS – HOUSE RULES/USAGE

14.1 After the Allottee has taken over possession of the said Unit the Allottee by way of separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the DEVELOPER in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the DEVELOPER and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- c) TO ALLOW the DEVELOPER and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Sixth Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the DEVELOPER and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- e) TO DEPOSIT the amounts reasonably required with the DEVELOPER and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- g) To use the said Unit for residential purposes only and for no other purpose whatsoever or howsoever
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings

whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit

- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit
- j) To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit

14.2 The Purchaser hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- l) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of

which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said residential complex

- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the DEVELOPER /FMC differs from the colour scheme of the building or deviation or which in the opinion of the DEVELOPER/FMC may affect the elevation in respect of the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the DEVELOPER and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the DEVELOPER / Architect / FMC.
- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the DEVELOPER /FMC and / or any concerned authority.
- t) THE PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the DEVELOPER /FMC to the Purchaser and also the other owners of the units in the said Premises at their cost.
- u) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the DEVELOPER /FMC.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the DEVELOPER and upon appointment of the FMC by such FMC.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) In the event of nonpayment of such services and maintenance charges the Allottee/Purchaser shall be liable to pay interest at the rate of 15% per annum to the DEVELOPER and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that even without prejudice to any other rights which the DEVELOPER and or FMC may have the DEVELOPER and / or the FMC shall be entitled to and the Purchaser hereby consents to the :
 1. To discontinue the supply of electricity.
 2. To discontinue / disconnect the supply of water.
 3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall not be restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
 4. To discontinue the facility of DG power back-up.
- bb) In the event of non-payment of any of the amounts payable by the Purchaser to the DEVELOPER / FMC/ Holding Organization, the DEVELOPER / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

CAR PARKING:

- a) It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Allottee shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Allottee shall be entitled to use or cause to be used the car parking space allotted to him/her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b) Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted.
- c) THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- d) THE Allottee shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s).
- e) THE Allottee shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- f) In the event of the Allottee washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Allottee to clean up the entire space.

- g) THE Allottee shall not be entitled to cover up and/or make any construction on the said Parking Space(s) and/or open spaces.
- h) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- i) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- j) MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

14.4 The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

15 NOMINATION

- 15.1 This Agreement is personal to the Allottee and in no event the Allottee shall be entitled to enter into any agreement for sale transfer and/or nominate any other person in its place and stead without the consent of the DEVELOPER, in writing. The DEVELOPER though not obligated may accord such permission for nomination subject to the Allottee making payment of a sum to be calculated Rs. 1,00,000/- (hereinafter referred to as the NOMINATION COSTS) and the said Nomination Costs will be inclusive of the expenses which the DEVELOPER may have to incur in causing the Nomination Agreement to be vetted by its Advocates and also the amounts which may have to be incurred by the DEVELOPER on account of administrative expenses while granting such permission for nomination.
- 15.2 The Allottee hereby covenants that such nomination costs are fair and reasonable.
- 15.3 Upon such nomination being affected the said Nominee and/or Transferee as the case may be shall be deemed to have been substituted in place and stead of the Allottee.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES

The parties are entering into this agreement for allotment of an Apartment with full knowledge of all rules, regulations, notifications etc applicable to the project. The Allottee hereby undertakes that he/she/they/it shall comply with and carry out the compliance of all the laws and notifications from time to time and shall keep the DEVELOPER indemnified in regard thereof.

17 ADDITIONAL CONSTRUCTION

The DEVELOPER shall be entitled to undertake further and/or additional construction on the said Property and/or Premises in accordance with the map or plan which may be sanctioned by Kolkata Municipal Corporation and/or as may be permissible in law without any hindrance or interference from the Allottee or any person claiming through or under him/her/it so long as such additional construction does not in any way affect the Unit intended to be acquired by the Allottee

18 DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the DEVELOPER have executed this agreement the DEVELOPER shall not be entitled to create a charge on the apartment/Premises and if any such mortgage or charge is created then notwithstanding anything contained in any other law for the time being, such mortgage or charge shall not affect the rights and interest of the Allottee who has taken or agreed to take such Apartment.

19 BINDING EFFECT/REGISTRATION OF THIS AGREEMENT

- 19.1 This agreement shall be binding on the parties hereto and their respective successor and/or successors and/or heirs legal representatives executors administrators and assigns as the case may be
- 19.2 The original of this Agreement has been made over by the DEVELOPER to the Allottee and it shall be the responsibility and obligation of the Allottee to cause this agreement to be registered with the authorities concerned.
- 19.3 Upon notice being given by the Allottee to the DEVELOPER regarding registration of this Agreement the DEVELOPER shall remain present for the purpose of admitting the execution of this Agreement
- 19.4 The stamp duty registration charges and other incidental expenses including legal fees for registration of this agreement shall be paid borne and discharged by the Allottee

19.5 In the event of any default on the part of the Allottee in causing this agreement to be registered with the concerned authorities, the allottee along shall be wholly and solely responsible and shall keep the DEVELOPER and/or its Directors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

19.6 In the event of cancellation of this agreement after the registration thereof by the Allottee, the Allottee shall not be entitled to claim refund and/or reimbursement of the amounts incurred on account of stamp duty, registration charges and other expenses incurred by the Allottee and in as much as registration of this Agreement will be made in Book No.I a Deed of Cancellation shall be executed. In the event of cancellation the Allottee agrees to cause such Deed of Cancellation to be registered and in the event of the Allottee failing to execute such Deed of Cancellation the DEVELOPER as the Constituted Attorney of the Allottee shall be entitled to cause such Deed of Cancellation to be executed on behalf of the Allottee.

20 ENTIRE AGREEMENT

The parties agree that the Agreement, Schedules and annexures thereto, constitute the entire understanding between the parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the DEVELOPER in any documents, brochures, advertisements hoardings etc and/or through any other medium hereinbefore agreed upon between the DEVELOPER and the Allottee which may in any manner be inconsistent with what is stated herein. This agreement shall not be amended or modified except by a writing signed by both the parties.

21 RIGHT TO AMEND

It is hereby agreed and declared by the Allottee that all the terms and conditions as recorded herein are in conformity with the provisions of West Bengal Housing Industry Regulation Act, 2017 (hereinafter referred to as WBHIRA) and all the clauses, covenants, conditions and stipulations have been voluntarily agreed upon by the Allottee and the Allottee hereby confirms that none of the terms and conditions herein contained are in derogation to the terms and conditions of the Rules and Regulations of the said Act.

22 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE AND SUBSEQUENT ALLOTTEE/S

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 New Building/Unit shall equally be applicable to and enforceable against any subsequent Allottees of the Unit/Unit, in case of transfer, as the said obligations go along with the Unit/Unit and the Properties Appurtenant thereto for all intents and purposes.

23 WAIVER NOT A LIMITATION TO ENFORCE

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

23.2 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.

24 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.

25 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE AGREEMENT:

Whether 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/Plot) bears to the total carpet area of all the (Apartment/Plots) in the Project.

26 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.

27 PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the DEVELOPER through its authorized signatory at the Registered Office of the DEVELOPER and/or any other place which may be mutually agreed between the DEVELOPER and the Allottee. This Agreement shall be deemed to have executed at Kolkata.

28 NOTICES

That all notices to be served on the Allottee and the DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or DEVELOPER by Registered Post at their respective address as specified above.

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

29 JOINT ALLOTTEE'S

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

30 SAVINGS

Any application form, allotment letter, agreement or any other document signed by the Allottee in respect of the Unit prior to the execution and registration of this agreement for sale for such Unit/unit shall not be constructed to limit the rights and interest of the Allottee under the agreement for sale or under the act or rules or the regulations made there under.

31 GOVERNING LAW:

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

32 DISPUTE RESOLUTION/ARBITRATION

32.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof each party shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall be entitled to appoint the Third and/or Presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996.

32.2 The Arbitrator/s shall have summary power.

32.3 The Arbitrator/s shall have power to give interim awards and/or directions.

- 32.4 It will not be obligatory on the part of the Arbitrator/s to give any reasoned or speaking award.
- 32.5 The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

33 JURISDICTION

Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO **(PART I – LARGER PROPERTY)**

ALL THAT the Municipal Premises No.22/1A, 22/1A, 22/1B, 22/1C, 22/1D and 22/1E Chakraberia Road (South) containing an area of 18 cottahs 12 chittacks and 34 sq.ft. (more or less) together with all buildings and structures standing thereon along with all easements rights and paths and passages attached to the land within Ward No.70 of the Kolkata Municipal Corporation P.S. Bhowanipore)

PART II – PROPERTY/PREMISES

ALL THAT the divided and demarcated portion of the said Partner Property containing by estimation an area of 16 cottahs 6 chittacks and 29 sq.ft. (more or less) and upon amalgamation has since been numbered as Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 025 together with all buildings and structures standing thereon along with all easements rights and paths and passages attached to the land within Ward No.70 of the Kolkata Municipal Corporation P.S. Bhowanipore and butted and bounded as follows:

ON THE NORTH :By 22/1F Chakraberia Road (South) and 62/2D Paddapukur Road
 ON THE SOUTH :By Premises No.21,21/1 and 21/2 Chakraberia Road (South)
 ON THE EAST : By Chakraberia Road
 ON THE WEST : By Premises Nos. 9C and 9A Chakraberia Road (South) and 63A Paddapukur Road

THE SECOND SCHEDULE ABOVE REFERRED TO **(THE SAID UNIT AND THE PROPERTIES APURTEMENT THERETO)**

ALL THAT the Unit in or portion of the New building being **UNIT NO. ---- on the -**
----- floor or the building situated at the said Premises in the new building
commonly known as -----containing by admeasurements a Carpet Area of ----- Sft. equivalent to ----- **SFT. SUPER BUILT-UP AREA** , be little more or less shown in the plan annexed hereto duly bordered in 'RED' thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the **COVERED CAR PARKING SPACE** on the ground floor of the said building complex to be specifically allotted and demarcated by the DEVELOPER at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.

THE THIRD SCHEDULE ABOVE REFERRED TO **(Common Parts and Portions)**

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.

4. Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Unit/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Passenger lifts/ elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Unit/Unit/Apartment as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Consideration Amount)

Part - I

The Allottee hereby agrees to pay the total consideration amount of Rs. _____/- (Rupees _____ only) out of which the Allottee has already paid a sum of Rs. _____/- (Rupees _____ only) at or before execution of this Agreement (which amount the DEVELOPER doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the DEVELOPER in the manner hereinafter appearing:

This planning represent a proposed concept by the aforementioned DEVELOPER. It is not for advertisement, promotional or sales purposes.

Payment Schedule

Payments	Amount
On Booking	11,00,000/- + GST as applicable
Within 30 days of booking	20% of consideration less booking amount + GST as applicable
On completion of piling	10 % of total consideration amount + GST as applicable
On completion of foundation	10 % of total consideration amount + GST as applicable
On 1 st floor casting	7 % of total consideration amount + GST as applicable
On 3 rd floor casting	7 % of total consideration amount + GST as applicable
On 5 th floor casting	7 % of total consideration amount + GST as applicable
On 7 th floor casting	7 % of total consideration amount + GST as applicable
On 9 th floor casting	7 % of total consideration amount + GST as applicable
On 11 th floor casting	7 % of total consideration amount + GST as applicable
Roof casting	8 % of total consideration amount + GST as applicable
On commencement of lift	5 % of total consideration amount + GST

installation	as applicable
On possession	5 % of total consideration amount + GST as applicable

All other additional deposits (mandatory) as stated above will be paid on or before taking over possession of the said Unit/unit or as demanded by the DEVELOPER to the Allottee.

Part – II

The Allottee hereby also agrees to pay to the DEVELOPER for extra/additional works and /or facilities to be done and/or provided as per requirement of the Allottee.

Extra Charges	
Transformer Charges	90/- per sq.ft.
Generator Charges	25,000 per KVA
Maintenance Charges	4/- per sq.ft for 18 months
Municipal Tax	5/- per sq.ft for 12 months
Legal Charges	40/- per sq.ft (50% for agreement and 50% for execution deed of conveyance)
Sinking Fund	50/- per sq.ft
Nomination Charges	1,00,000/-
Rule 25 charges	25/- per sq.ft.
Floor Escalation	100/- per sq.ft from 2nd floor onwards

THE FIFTH SCHEDULE ABOVE REFERRED TO

Specification :

Flooring:

1. Ground Floor Lobby: Imported & Lustrous Marble Flooring combined with Tiles, Well decorated , AC lobby
2. 1st Floor to 11th Floor Lobby: Imported/Designer Marble Flooring combined with Tiles.
3. Lift Facia: Designer Granite Marble
4. Living / Dining Area: Imported Marble
5. Master Bedroom: Premium Wooden Flooring
6. Other Bedrooms: Imported Marble Flooring
7. Bathrooms: Anti-Skid Flooring
8. Kitchen: Anti-Skid Flooring, Granite Counter Top & Stainless-Steel Sink

Fittings Specifications:

1. Sanitary & CP Fittings - (Jaquar / American Standard / Grohe / Equivalent)
2. Main Door: Flush door teak Veneer Finish & Video Door Phone
3. Internal Doors: Flush Door

Amenities :

1. Open Air Wellness Centre
2. Rooftop Yoga & Meditation Deck
3. Party Hosting Space and Barbeque
4. Children's Play area
5. Adda zone
6. Exquisite Rock Garden
7. 24 hour Security System
8. 24 hour Water Connection
9. High speed passenger elevators

The DEVELOPER shall be entitled to modify and/or substitute any of the specifications hereinbefore stated in the event of non availability and the Allottee hereby consents to the same.

* The specified brands are mentioned to give an indication of the quality intended to be provided. In case of unavailability of materials/brands or any other

circumstances, the DEVELOPER is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Maintenance Charges)

- 1. MAINTENANCE** : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the common areas and installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the new building) gutters and water pipes, drains and electric cables and wires in, under or upon the new building , staircase of the new building and boundary walls of the new building.
- 2. OPERATIONAL** : All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc) and all costs for cleaning and lightning the main entrance passage, landing, staircase and other common areas of the new building and keeping the adjoining side space in good and repaired conditions.
- 3. STAFF** : The salaries of all other expenses on the staff (including janitors/officers, clerks, bill-collector, liftman, chowkidars, gardeners, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes(including bonus and other emoluments and benefits).
- 4. ASSOCIATION** : Establishment and all other expenses of the association or Holding Organisation (including its formation) and also similar expenses of the Vendor or any agency looking after the common purpose until handing over the same to the association.
- 5. TAXES** : Municipal and other rates, Sales Tax, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).
- 6. COMMON UTILITIES** : Expenses for serving/ supply of common facilities and utilities and all charges incidental thereto.
- 7. RESERVES** : Creation of fund for replacement, renovation and/or other periodic expenses
- 8. OTHERS** : All other expenses and / or outgoings including litigation expenses as are incurred by the Vendor and/or the association or Holding organisation for the common Purposes.

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 DEVELOPER
At Kolkata in the presence of:

SIGNED AND DELIVERED BY THE OWNERS
At Kolkata in the presence of:

SIGNED AND DELIVERED BY THE ALLOTTEE
At Kolkata in the presence of: