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## **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** (“**Agreement**”) executed at Kolkata on this the ..... Day of ....., 2019

### **BY AND BETWEEN**

**CARD BOARD BOX MANUFACTURING COMPANY (IT PAN – AABFC 8253E)**, a partnership firm formed under the Indian Partnership Act, 1932, and represented by its Partners (i) Shashikant Bhagwandas Ajmera (**IT PAN – AFAPA 5774L**) (ii) Chetan Pranjivandas Ajmera (**IT PAN – ACSPA 8915E**) (iii) Himanshu Anantrai Ajmera (**IT PAN – ADEPA 7521K**) (iv) Sanjay Anantrai Ajmera (**IT PAN – ACZPA 9662M**) (v) Gaurang Shashikant Ajmera (**IT PAN – ADAPA 2270R**), having its principal office at 38, Colootola Street, Police Station – Jorasanko, Kolkata – 700 073, being represented by its’ Constituted Attorney **BELMONT DEVCON PRIVATE LIMITED (IT PAN – AAFCB5843C) (CIN U70102WB2013PTC195647)**, a private limited company incorporated under the provisions of the Companies Act, 1956, presently having its registered office at Woodburn Central, 2<sup>nd</sup> Floor, 5A Bibhabati Bose Sarani (formerly known as 5A Woodburn Park), Police Station – Bhawanipore, Post Office – Lala Lajpat Rai Sarani (Sub – Post Office), Kolkata – 700 020, vide Power of Attorney executed on 4<sup>th</sup> April, 2014 registered at the Office of the Additional Registrar of Assurance – III, Kolkata and recorded in Book – IV, CD Volume No. 6, Pages from 3274 – 3290 and being no. 03392/2014, (hereinafter referred to as the “Owner”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its present partners and the partners inducted from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

**AND**

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**BELMONT DEVCON PRIVATE LIMITED (IT PAN – AAFCB 5843C) (CIN U70102WB2013PTC195647)**, a private limited company incorporated under the provisions of the Companies Act, 1956, presently having its registered office at Woodburn Central, 2<sup>nd</sup> Floor, 5A Bibhabati Bose Sarani (formerly known as 5A Woodburn Park), Police Station – Bhawanipore, Post Office – Lala Lajpat Rai Sarani (Sub – Post Office), Kolkata – 700 020, West Bengal, hereinafter referred to as the **DEVELOPER**, being represented by its’ Director, **GAURAV BELANI**, son of Nandu K. Belani, residing at 5B, Debendra Lal Khan Road, Police Station + Post Office – Alipore, Kolkata – 700 027 (**IT PAN – AJXPB 0951B**) (hereinafter referred to as the “**DEVELOPER**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **SECOND PART**

**AND**

..... (**having IT PAN NO. ....**) (**AADHAR NO. ....**), Son/Wife/Daughter of ....., by Faith – ....., by Occupation – .....; A resident Indian/Person of Indian Origin having his/her/their permanent address at .....; Hereinafter referred to as the ‘**PURCHASER/S**’ (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**OWNER, DEVELOPER and PURCHASER/S** are referred to collectively as “Parties” and individually as “Party”.

## **WHEREAS:**

- a)** By a Deed of Conveyance dated June 9, 1961 made by Mr. Probodh Chandra Sarkar, son of Srish Chandra Sarkar (therein referred to as the vendor) and the Owner (therein referred to as the Purchaser/s), and registered at the office of the Registrar, 24 Parganas (now North 24 Parganas) under the jurisdiction of Barasat Police Station and recorded in

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Book No. I, Volume No. 42, Pages 130 to 137, being Deed No. 1712 for the year 1961, the vendor therein sold, conveyed, transferred, granted, assured and assigned all that piece or parcel of garden lands measuring more or less 11 (eleven) Bighas, 17 (seventeen) Cottahs, 1 (one) Chittack and 3 (three) square feet in Mouza Chandnagar, J.L. No. 44 in C.S. Dag Nos. 241 and 243, C.S. Khatian Nos. 143 and 52 respectively, Touzi No. 146, R.S. No. 167 (hereinafter referred to as the "Entire Land"), unto and in favour of the Owner (the Purchaser/s therein), free from all encumbrances, for the consideration therein mentioned, absolutely and forever;

- b)** The Owner since then, from time to time sold and transferred parts and portions of the Entire Land to various Purchaser/s on diverse dates and retained a portion of the Entire Land, admeasuring more or less 1.6 (one decimal six) acres equivalent to more or less 97 (ninety seven) Cottahs, with factory sheds, buildings for the staff quarters, pathways and driveways built thereon or part thereof and mutated the same in the records of the Land Revenue Department as bagan/karkhana comprised in C.S. and R.S. Dag No. 241 and 243 recorded in Khatian Nos. 143 and 52 corresponding to L.R. Dag No. 1421 (Part) recorded in L.R. Khatian No. 2014 of Mouza – Chandnagar and also mutated the same in the municipal records of Madhyamgram Municipality as the owner of the said premises being Holding and Premises No. 271, Sodepur Road (East), Ward no. 10 under the Barasat Police Station in the District of North 24-Parganas (the said piece and parcel of land with sheds, buildings, pathways and driveways built thereon or part thereof are hereinafter collectively referred to as the "**SAID PROPERTY**") and has been more fully and particularly described in the **FIRST SCHEDULE** written hereunder and delineated and demarcated in Annexure – A hereto) and the Owner was in continuous use and enjoyment of the Said Property upon payment of the khajana and the property taxes to the appropriate authorities;
- c)** Before sale and transfer of the portions of the Entire Land, the Owner obtained an order dated February 8, 1983 passed by C.A., S.D.O. of the Competent Authority under the **Urban Land (Ceiling and Regulation) Act, 1976 ("ULCRA")** declaring that there was no excess vacant land which could vest under the provisions of the ULCRA;

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- d)** Thus, the Owner, being seized and possessed of the Said Property, entered into a development agreement dated April 4, 2014 with the Developer for development of the Said Property, which agreement was registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, CD Volume No. 26, Pages 3210 to 3240, being No. 05623 for the year 2014 (the “Development Agreement”);
- e)** Pursuant to the execution and registration of the Development Agreement, the Owner vide a Power of Attorney dated 4th April, 2014, registered in the Office of the A.R.A. – III, Kolkata and recorded in Book – IV, CD Volume No. 6, Pages from 3274 – 3290 being no. 3392/2014 executed in favour of the Developer gave full power and authority to do whatever is required and necessary so as to construct and develop the proposed multi-storied building(s) on the Said Property and to sell the apartments along with proportionate share of the Said Property to the intending Purchaser/s.
- f)** In pursuance of the terms of the Development Agreement, the Owner obtained a conversion certificate dated **15/07/2016** under No. **L – 13011(11)/129/2014-DL & LRO/132710** for conversion of the Said Property from bagan/karkhana to bastu/abasan from the relevant competent authority;
- g)** The Said Property has been earmarked for the purpose of building therein a residential project, comprising of Two (2) multi-storeyed buildings and the said project shall be known as “**BELANI AYANA**” (hereinafter referred to as the “Project”);
- h)** The Owner and the Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Property, on which the Project is to be constructed, have been completed;
- i)** For the purpose of constructing a B+G+XI building complex comprising of 2 (Two) towers, the Developer initially caused a Building Plan prepared and sanctioned from the Madhyamgram Municipality vide

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approval dated 20/04/2018 bearing P.A. No. COM – 08/MM/2018-2019 and subsequently obtained the final sanction from the said Municipality vide approval dated 02/01/2019 bearing P.A. No. COM – 90/MM/2018-2019.

- j)** The Developer and the Owner have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Madhyamgram Municipality;
- k)** The Developer agrees and undertakes that it shall not make any change/s to this/these approved plan/s except in strict compliance with Section 14 of the West Bengal Housing Industry Regulation Act, 2017 and other laws as applicable;
- l)** The Developer has registered the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- m)** The Purchaser/s has/have applied for an apartment in the Project vide Application dated \_\_\_\_\_ and has been allotted Unit No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ (\_\_\_\_\_) square feet (be the same a little more or less) Built up Area of \_\_\_\_\_ (\_\_\_\_\_) square feet (be the same a little more or less),, Type \_\_\_\_\_, on the \_\_\_\_\_ Floor in Tower/Block no. \_\_\_\_\_ (“Building”), along with the right to use \_\_\_\_ (\_\_\_\_\_) number of \_\_\_\_\_ Car Parking Space in the \_\_\_\_\_, as permissible under Applicable Law and an undivided, indivisible, proportionate and variable share of land underneath the Building out of the Said Property attributable to the said Apartment (hereinafter collectively referred to as the “**Apartment**” and as more fully and particularly described in the **SECOND SCHEDULE** written hereunder, with the floor plan of the said unit annexed hereto as Annexure – B) **ALONGWITH** the right to use the common areas and facilities;

**n)** On or before execution of this Agreement, the Purchaser/s has/have examined or caused to be examined the following and the Purchaser/s has/have fully satisfied themselves/himself/itself as to:

- The floor plan, area and specifications of the Apartment;
- The layout plan and sanctioned plan of the Project and the Building;
- The amenities, facilities and Common Areas of the Project; and
- The terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed with regard to the Apartment;

and the Purchaser/s has/have further agreed, represented and undertaken not to raise any objection and/or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;

**o)** The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein;

**p)** 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;

**q)** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; and

**r)** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer and the Owner hereby agree to sell and the Purchaser/s/s hereby agree/s to purchase the Apartment as specified in the Recital above.

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

**(1) DEFINITIONS**

For the purpose of this Agreement for Sale, unless the context otherwise requires, the following terms or expressions shall have the following meanings assigned against each one of them.

- i) “ACT”** means the **WEST BENGAL HOUSING INDUSTRY REGULATION ACT, 2017** (West Bengal Act XLI of 2017);
- ii) “ADVOCATE”** shall mean a person or a firm of Advocates or Solicitors who may be appointed by the Developer from time to time.
- iii) “AGREEMENT FOR SALE”** shall mean this agreement whereby the Purchaser/s(s) has/have agreed to purchase and acquire the **SAID APARTMENT** on ownership basis for the consideration and on the terms and conditions herein contained including any Schedules and annexures attached hereto or incorporated herein by reference.
- iv) “APARTMENTS”** shall mean the apartments comprised in the Said Buildings being a separate or independent residential unit, whether self-contained or not, capable of being exclusively and independently held, occupied and enjoyed by the apartment owners.
- v) “APPLICABLE LAWS”** shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court as updated or reviewed or amended from time to time as applicable.
- vi) “ARCHITECT”** shall mean M/s. \_\_\_\_\_, \_\_\_\_\_ or such other person or firm of architects whom the Developer may appoint from time to time as the project Architect to prepare necessary plans and to look after the construction of the Project.

**vii)** “ASSOCIATION” shall mean any Association of the apartment owners to be formed within a period of 3(three) months’ of either (a) the majority of the Purchaser/s having booked their apartments or (b) the date of issuance of completion certificate for the Project, whichever is earlier by the Developer upon completion of the Project which shall be formed under the provisions of the West Bengal Apartment Ownership Act, 1972 for rendering common services in the Project, upkeep, maintenance and protection of the Project and the Said Property.

**viii)** “BUILDING PLAN” shall mean the **Building Permit No. COM-90/MM/2018-2019** dated **02/01/2019** including the elevations, designs, drawings and specifications of the Project sanctioned by the Madhyamgram Municipality with subsequent variations, if any, to be sanctioned by the Madhyamgram Municipality.

**ix)** “BUILDING RULES, REGULATIONS AND RESTRICTIONS” shall mean various rules and regulations to be observed and abided by each of the apartment owner/s/lawful occupants for better use and enjoyment of their respective apartment, more particularly described in the **SIXTH SCHEDULE** hereunder written.

**x)** “CARPET AREA” shall mean the net usable floor area of the apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls and columns of the apartment.

**xi)** “CLUB” shall mean facilities provided to the owners of the apartments in the Project for their physical fitness and also their mental relaxation and recreation on payment of subscription to the agency providing the facilities.

**xii)** “COMMON AREAS” shall mean and include staircases, lobbies, passage ways, lift, pump and pump room, Generator room, electric room, lift machine room, passages, driveways, lavatories etc. to be provided in the Project, more fully described in **FOURTH SCHEDULE**.

**xiii)** “COMMON FACILITIES/AMENITIES” shall mean and include the facilities and amenities to be provided in the Project only to



the apartment owners more fully mentioned and described in **FOURTH SCHEDULE** hereunder written.

**xiv)** **“COMMON PURPOSES”** shall mean and include the purpose of upkeep and management and maintenance of common part, portions and areas of the Project, rendition of common services for use in common with all the co-owners, apportionment and collection of common expenses and all other purposes or matters in which the co-owners have common interest relating to the Said Property and the Project being constructed thereon.

**xv)** **“COMMON EXPENSES”** shall mean and include all expenses for the upkeep and management and maintenance of the Project and the Said Property including the charges and expenses incurred for rendition of common services to the co-owners and such common charges and expenses more fully described in the **FIFTH SCHEDULE** hereunder written which are to be borne and paid by all the apartment owners in proportion to the area of their respective apartment.

**xvi)** **“CO-OWNERS/LAWFUL OCCUPANTS”** shall mean all the Purchaser/s/lessees/tenant of various apartments comprised or contained in the Project who have taken possession of their respective apartments.

**xvii)** **“DEVELOPER”** shall mean **BELMONT DEVCON PRIVATE LIMITED** including its successors-in-interest, executors, administrators and/or permitted assignees.

**xviii)** **“SAID BUILDINGS”** shall mean and comprise of **2 (Two)** multi-storied buildings to be known as and called **‘BELANI AYANA’**, proposed to be constructed at the Said Property consisting of **B+G+11** Building having several apartments/constructed spaces along with car parking spaces capable of being independently transferred/leased out/rented and/or enjoyed and also common areas, portions and facilities for use by all the apartment owners in common with each other.

**xix)** **“OWNER”** shall mean **CARD BOARD BOX MANUFACTURING COMPANY** including its present partners and the partners

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inducted from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.

**xx)** **"PURCHASER/S"** shall mean ..... (having INCOME TAX PAN NO. ....) (AADHAR NO. ....), Wife/Daughter/Son of ..... having his/her/their permanent address at ..... and who has/have entered into this Agreement as the Purchaser/s of the Said Apartment No. ....

**xxi)** **"RULES"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

**xxii)** **"REGULATIONS"** mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

**xxiii)** **"SAID APARTMENT"** shall mean the Unit No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ (\_\_\_\_\_) square feet, Type \_\_\_\_\_, on the \_\_\_\_\_ Floor in Tower/Block no. \_\_\_\_\_ (**"Building"**), along with the right to use \_\_\_\_ (\_\_\_\_\_) number of \_\_\_\_\_ Car Parking Space in the \_\_\_\_\_, as permissible under Applicable Law and an undivided, indivisible, proportionate and variable share of land underneath the Building out of the Said Property attributable to the said Unit that the Developer and Owner have agreed to sell and transfer, more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

**xxiv)** **"SAID PROPERTY"** shall mean **ALL THAT** piece or parcel of **BASTU** land admeasuring more or less **97 (Ninety Seven)** Cottahs together with sheds, buildings and structures built thereon or part thereof in Mouza Chandnagar, J. L. No. 44, formerly in C.S. Dag Nos. 241 and 243 recorded in C.S. Khatian No. 143 and 52 respectively, Touzi No. 146, R.S. No. 167, corresponding to L.R. Dag No. 1421 (Part), recorded in L.R. Khatian No. 2014, situate, lying at being Premises no. 271, Sodepur Road (East), Kolkata – 700 129 under Barasat Police Station within ward no. 10 of the Madhyamgram Municipality in the District of North 24 Parganas, more fully mentioned and described in the **FIRST SCHEDULE** hereunder written.

**xxv)** **"SECTION"** means a section of the Act.

**xxvi)** “**SPECIFICATIONS**” shall mean and include the specifications of construction/materials/finishes to be provided and/or utilized by the Developer at its costs in constructing the Project at the Said Property, more fully described in the **EIGHTH SCHEDULE** hereunder written.

**(2) PRINCIPLES OF INTERPRETATION**

- a) 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. Any reference to this agreement or any of the provisions thereof includes all amendments and modifications and/or alterations mutually made in writing to this agreement from time to time;
- b) The Schedules shall have effect and be construed as an integral part of this Agreement.
- c) Words importing ‘Masculine Gender’ shall according to the context mean every other gender.
- d) Words importing ‘Singular Number’ shall according to the context mean the ‘Plural Number’ and vice versa.
- e) The headings in this agreement are inserted for the convenience of reference and shall be ignored in interpretation and construction of this agreement.

**(3) TERMS**

(i) Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the Apartment as specified hereinabove.

(ii) The Total Price for the Apartment based on the carpet area is Rs. ....../- **(RUPEES .....ONLY)** ("**Total Price**"):

- a. The Total Price above includes the booking amount paid by the Purchaser/s to the Developer towards the Said Apartment;
- b. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Said Apartment to the Purchaser/s and the Project to the association of Purchaser/s or the competent authority, as the case may be, after obtaining the completion certificate;
- c. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser/s to the Developer shall be increased/reduced based on such change / modification;
- d. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Purchaser/s;
- e. The Developer shall periodically intimate in writing to the Purchaser/s, the amount payable as stated in **(3) (ii) (a)** above and the Purchaser/s shall make payment demanded by the Developer within the time and in the manner specified therein. In addition,

the Developer shall provide to the Purchaser/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- f. The Total Price of the Said Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Said Apartment, lift, water line and plumbing, finishing with plaster of Paris/gypsum plaster, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but it will exclude tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called and maintenance charges.

- (iii) The Total Price is escalation-free, save and except increases which the Purchaser/s 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 undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost/ charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Purchaser/s.

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(iv) The Purchaser/s shall make the payment as per the payment plan set out in **THIRD SCHEDULE ("PAYMENT PLAN")**. In addition to the Total Price as defined in **(3) (ii)** above, the Purchaser/s(s) shall also pay to the Developer the following amounts within **30 (Thirty) days'** of receipt of a Notice from the Developer.

- (a) Rs. ....../- (Rupees ..... Only) and applicable taxes as leviable from time to time for installation and maintenance of HT/LT infrastructure.
- (b) The actual security deposit as may be payable to WBSEDCL for obtaining electric connection for the Said Apartment in the name(s) of the Purchaser/s(s).
- (c) All stamp duty, registration fees and miscellaneous expenses for execution and registration, of this Agreement for Sale, the Deed of Conveyance and other documents to be executed and/or registered in pursuance hereof.
- (d) The Purchaser/s(s) shall also pay to the Developer **Rs. 5,000/- (Rupees Five Thousand Only)** and applicable taxes as leviable from time to time towards proportionate cost for formation of association in **BELANI AYANA**.
- (e) Rs. ....../- (Rupees ..... Only) and applicable taxes as leviable from time to time towards proportionate cost for installation of generator for supplying 1000/1500 watts.
- (f) Rs. ....../- (Rupees ..... Only) and applicable taxes as leviable from time to time as non-refundable and non-adjustable sum for the Club for residents of **BELANI AYANA**.
- (g) The Purchaser/s shall be liable to pay a consolidated sum of **Rs. 15,000/- (Rupees Fifteen Thousand) only** and applicable taxes as leviable from time to time as legal charges for preparation of this Agreement and the deed of conveyance to be executed in pursuance hereof, **30 (Thirty) days'** before the execution and registration of the deed of conveyance in favour of the

Purchaser/s.

(v) The Purchaser/s(s) shall also deposit with the Developer before taking possession of the Said Apartment –

**a)** A sum of Rs. ..../- (Rupees ..... Only) towards maintenance charges deposit.

**b)** A sum of Rs. ..../- (Rupees ..... Only) towards municipal rates and taxes.

**c)** A sum of Rs. ..../- (Rupees ..... Only) towards Sinking Fund for meeting any capital expenditure or replacement of any common asset of the Project.

(vi) The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/s by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s by the Developer.

(vii) It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein under the **FOURTH SCHEDULE** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Apartment without the previous written consent of the Purchaser/s as per the provisions of the Act. Provided that the Developer may make such minor addition/s or alteration/s as may be required by the Purchaser/s, or such minor changes or alterations as per the provisions of the Act. The Developer shall take prior approval of the Purchaser/s for extra charges, if any, as may be applicable for such addition alteration.

Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser/s, or such minor changes or alterations as per the provisions of the Act.

(viii) The Developer shall conform to the final carpet area that has been allotted to the Purchaser/s after the construction of the Project is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer, If there is reduction in the carpet area then the Developer shall refund the excess money paid by Purchaser/s within **45 (Forty-Five) days'** with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area, which is not more than **3 (Three) Percent** of the carpet area of the Said Apartment, allotted to Purchaser/s, the Developer may demand that from the Purchaser/s as per the next milestone of the Payment Plan as provided in the **THIRD SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed herein.

(ix) Upon the written request of the Purchaser/s, the Developer, at its sole discretion, may agree to provide the Purchaser/s the Said Apartment in stripped down condition and allow such proportionate deduction in price as it may deem fit, for the fittings and fixtures not provided by the Developer, subject to the Purchaser/s's adherence to the layout plan provided by the Developer.

(x) Subject to Clause 12 (Default Clause) the Developer agrees and acknowledges, the Purchaser/s shall have the right to the Said Apartment as mentioned below:

- a) The Purchaser/s shall have exclusive ownership of the Said Apartment;
- b) The Purchaser/s shall also have undivided proportionate share in the Common Areas. Since the share interest of the Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s 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 Purchaser/s after duly obtaining the completion certificate from the competent authority as provided in the Act, the same to be formed within a period of **3(Three) months'** of either (a) the majority of the Purchaser/s having booked their apartments or (b) the date of issuance of completion certificate for the Project, whichever is earlier, by the Developer upon completion of the Project which shall be formed under the provisions of the West Bengal Apartment Ownership Act, 1972 for rendering common services in the Project, upkeep, maintenance and protection of the Project and the Said Property;

- c) The Purchaser/s has/have the right to visit the Project site to assess the extent of development of the Project and his/her/their/it's Said Apartment, as the case may be, subject to prior written intimation to and consent of the project engineer and upon complying with all safety measures while visiting the site.
- d) It is made clear by the Developer and the Purchaser/s agrees that the Said Apartment along with the 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 Said Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s of the Project in the manner prescribed herein.
- e) The Developer agrees to pay all outgoings before transferring the physical possession of the Said Apartment to the Purchaser/s, which it has collected from the Purchaser/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the Purchaser/s(s) or

any liability, mortgage loan and interest thereon before transferring the Said Apartment to the Purchaser/s, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- f) The Purchaser/s has paid a sum equivalent to 10% of the Total Price as the Booking Amount, the same being part payment towards the Total Price of the Said Apartment which includes token amount/any advances paid at the time of application, the receipt of which the Developer hereby acknowledges and the Purchaser/s hereby agrees to pay the remaining price of the Said Apartment as prescribed in the Payment Plan under **THIRD SCHEDULE** as may be demanded by the Developer within the time and in the manner specified therein. Provided that if the Purchaser/s delays in payment towards any amount which is payable, he/she/they/it shall be liable to pay interest at the rate prescribed in the Rules.

**(4) MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Purchaser/s shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the “**PAYMENT PLAN**” [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **BELMONT DEVCON PVT. LTD.** payable at **KOLKATA**.

**(5) COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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

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

- b) The Developer accepts no responsibility in regard to matters specified in **Clause (5) (a)** above. The Purchaser/s shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Developer immediately and comply with necessary formalities if any, under the applicable laws, The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser/s only.
- c) On dishonour of a cheque on any ground whatsoever, the Purchaser/s shall be liable to pay to the Developer, a charge of **INR 1,000/- (Indian Rupees One Thousand Only)** for every such dishonour, together with taxes and charges, as applicable.

**(6) ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Purchaser/s authorize/s the Developer to adjust, appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding of the Purchaser/s against the Said Apartment, if any, in his/her/their/its name and the Purchaser/s undertake/s not to object/demand/direct the Developer to adjust his/her/their/its payments in any manner.

**(7) TIME IS ESSENCE**

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Purchaser/s and the common areas to the Association of Purchaser/s, upon its formation and registration. Similarly, the Purchaser/s shall make timely payments of the instalments of other dues payable by the Purchaser/s and meet other obligations under the Agreement subject to simultaneous completion of construction by the Developer as provided in the Payment plan.

**(8) CONSTRUCTION OF THE PROJECT/APARTMENT:**

- a) The Purchaser/s has/have seen the proposed layout plans, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Schedules which have been approved by the Competent Authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.
  
- b) Subject to Applicable Laws, during the construction of the Said Apartment, if the Purchaser/s desire/s to have any additional modification/s or changes in the specifications of the Said Apartment, the Purchaser/s shall communicate the same to the Developer in writing, and if the Developer agrees to such modification/s or change/s, it shall then estimate the tentative cost (hereinafter referred to as “**Additional Cost**”) to be incurred for such modification/s or change/s and intimate the amount of the Additional Cost to the Purchaser/s. The Developer shall

carry out such modification/s or change/s in the Said Apartment only after receiving the estimated Additional Cost over and above the Total Price along with an additional amount of **INR 30, 000/- (Indian Rupees Thirty Thousand Only)**, together with taxes and charges, as applicable, towards architectural sanctions and other costs and expenses for obtaining sanction for such change/s or modification/s plus applicable goods and services tax (GST). Provided that, any decision as to additional modification/s or change/s in the specifications of the Said Apartment are subject to sole discretion of the Developer which shall be final and binding on the Purchaser/s.

**(9) POSSESSION OF THE SAID APARTMENT**

- a) **Schedule of Possession of the Said Apartment** - The Developer agrees and understands that timely delivery of possession of the Said Apartment to the Purchaser/s and the common areas to the Association of Purchaser/s or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Said Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within **31<sup>st</sup> December, 2022** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project and/or any other unforeseen conditions/circumstances beyond Developer's control ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agree/s that the Developer shall be entitled to the extension of time for delivery of possession of the Said Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agree/s and confirm/s that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser/s, the entire amount received by the Developer from the allotment within **45(Forty-five) days'** from that date. The Developer shall

intimate the Purchaser/s about such termination at least **30 (Thirty) days'** prior to such termination. After refund of the money paid by the Purchaser/s, the Purchaser/s agree/s that he/she/they/it shall not have any right/s, claim/s etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**b) Procedure for taking possession** - The Developer, upon obtaining the completion certificate as may be issued by the competent authority, shall offer in writing, the possession of the Said Apartment, to the Purchaser/s in terms of this Agreement, to be taken within 2(Two) months' from the date of issuance of the completion certificate subject to payment of all amount due and payable under this Agreement and Registration of Deed of Conveyance. The Purchaser/s shall take possession of the Said Apartment within 15(Fifteen) days' from the date of issuance of written notice from the Developer to the Purchaser/s that the Said Apartment is ready for use and occupancy. It is clarified that till all dues are cleared by the Purchaser/s in respect of the Said Apartment, the Developer shall not be made liable to pay interest owing to such delay in handing over possession. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/Association of Purchaser/s, as the case may be, after issuance of the completion certificate for the Project. The Developer shall hand over photocopy of the completion certificate of the Project to the Purchaser/s at the time of conveyance of the same. The Purchaser/s hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further that the Purchaser/s shall comply with and/or adhere to all the Applicable Laws and the rules, regulations, guidelines, etc. formulated from time to time by the Association. The Purchaser/s undertake/s to do all act/s, deed/s, matter/s and thing/s and sign and execute the application for registration and/or membership and other papers and documents as may be necessary for the formation and the registration of the Association and for becoming a member.

**c) Failure of Purchaser/s to take Possession of the Said Apartment** - Upon receiving a written intimation from the Developer as per **Clause (9) (b)**, the Purchaser/s shall take possession of the Said Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Said Apartment to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in **Clause (9)(b)**, such Purchaser/s shall continue to be liable to pay interest on the amount due and payable in terms of this Agreement, interest on amount due and payable in terms of this agreement, maintenance charges as specified in **Clause (9)(b)**, municipal tax and other outgoings and further holding charge of **Rs. 1000/- (Rupees One Thousand only) per month** or part thereof for the period of delay of taking possession.

**d) Possession by the Purchaser/s-** After obtaining the completion certificate and handing over physical possession of the Said Apartment to the Purchaser/s, it shall be the responsibility of the Developer to hand over necessary documents and plans, including common areas, to the Association of Purchaser/s' upon its formation and registration, as per the local law.

Provided that, in the absence of any local law, the Developer shall handover necessary documents and plans, including common areas, to the Association of Purchaser/s' within 30 (Thirty) days' after obtaining the completion certificate.

**e) Cancellation by Purchaser/s** - The Purchaser/s shall have the right to cancel/ withdraw his/her/their/its allotment in the Project as provided in the Act.

Provided that where the Purchaser/s propose/s to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount as per **Clause 3(x)(f)** paid for the allotment. The balance amount of money paid by the Purchaser/s shall be returned by the Developer to the Purchaser/s either within 45 (Forty-five) days of such cancellation or upon the Said Apartment being resold to any

other Purchaser/s, whichever is later and subject to the Purchaser/s executing necessary document for revocation of the Sale Agreement executed by him/her/them/it with the Developer for allotment/purchase of apartment and the Purchaser/s shall pay/bear all cost for execution and registration of that revocation document. Upon withdrawal or cancellation by the Purchaser/s under this Agreement, the Developer shall have the right to re-allot the Said Apartment to any third party thereafter and the prior allotment in favour of the Purchaser/s shall stand cancelled. All rights of the Purchaser/s under this Agreement shall also stand terminated.

**f) Compensation** - The Developer shall compensate the Purchaser/s in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a *Force Majeure* event, if the Developer fails to complete or is unable to give possession of the Said Apartment **(i)** in accordance with the terms of this Agreement, duly completed by the date specified in **Clause (9)(a)** or **(ii)** due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Purchaser/s, in case the Purchaser/s wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within **45 (Forty-five) days'** of its' becoming due

Provided that where the Purchaser/s does not intend to withdraw from the Project, the Developer shall pay to the Purchaser/s, interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Apartment which shall be paid by the Developer to the Purchaser/s within **45 (Forty-five) days'** of it becoming due.



**(10) REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer hereby represents and warrants to the Purchaser/s as follows:

- a)** The Owner has absolute, clear and marketable title with respect to the Said Property; the requisite authority and rights to carry out development upon the Said Property and absolute, actual, physical and legal possession of the Said Property for the Project;
- b)** The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- c)** There is/are no encumbrance/s upon the Said Property or the Project;
- d)** There is/are no litigation/s pending before any Court of law or Authority with respect to the Said Property, Project or the Said Apartment;
- e)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Property and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Property, Building and Said Apartment and common areas;
- f)** Both the Developer and the Owner have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- g)** The Developer together with the Owner have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- h)** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Said Apartment to the Purchaser/s in the manner contemplated in this Agreement.
- i)** At the time of execution of the conveyance deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Purchaser/s and the common areas to the Association of Purchaser/s upon its' formation and registration;
- j)** The Said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Property;
- k)** The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and possession of the Said Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/s and the Association of Purchaser/s;
- l)** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received by or served upon the Developer in respect of the Said Property and/or the Project.

**(11) CLUB FACILITIES**

- a)** The Purchaser/s shall be entitled to become a member of the Club and that his/her/it's/their interest in such membership shall be co-terminus with that of the interests of the co-owners of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- b)** It is expressly made clear that the membership of the Purchaser/s to the Club shall cease upon the Purchaser/s transferring the Said Apartment in

favour of a third party. It is hereby clarified that the Club membership is not transferable and can only be used by the Purchaser/s and his/her/their/its immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent tenant, lessee or licensee of the Said Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the Said Apartment alone.

- c)** The rights and obligations of the Purchaser/s as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Developer or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Purchaser/s agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- d)** On failure of the Purchaser/s to regularly pay the charges, subscription, etc. in respect of the Club, the Developer or the Association, as the case may be, shall be entitled to restrict the Purchaser/s' entry to the Club and withdraw all the privileges of the Club to the Purchaser/s, and the Purchaser/s hereby gives his/her/their/its unfettered consent to the same.

**(11) EVENTS OF DEFAULTS AND CONSEQUENCES**

- (i)** Subject to the *Force Majeure* clause, the Developer shall be considered under a condition of Default, in the following events:

  - a)** Developer fails to provide ready to move in possession of the Said Apartment to the Purchaser/s within the time period specified in **Clause (9)(a)** or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the

competent authority;

- b)** Discontinuance of the Developer's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.
- (ii)** In case of Default by Developer under the conditions listed above, the Purchaser/s is entitled to the following:

  - a)** Stop making further payments to the Developer as demanded by the Developer. If the Purchaser/s stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any interest; or
  - b)** The Purchaser/s shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser/s under any head whatsoever towards the purchase of the Said Apartment, along with interest at the rate prescribed in the Rules within 45 (Forty Five) days' of receiving the termination notice;

Provided that where a Purchaser/s does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession (of the Said Apartment), which shall be paid by the Developer to the Purchaser/s within 45 (Forty-Five) days' of it becoming due.

- (iii)** The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events:

  - a)** In case the Purchaser/s fail/s to make payments for consecutive demands made by the Developer as per the Payment Plan detailed in the **THIRD SCHEDULE** hereto, despite having been issued notice in that regard the Purchaser/s shall be liable to pay to the Developer, interest at the rate of State Bank of India Prime Lending Rate (**SBIPLR**) + **2% (Two Percent) per annum** or such other rate of interest as may be prescribed from time to time

under Applicable Laws, on all delayed payments which become due and payable by the Purchaser/s under the terms of this Agreement from the date the amount is payable by the Purchaser/s for the period of delay.

**b)** In case of Default by Purchaser/s under the condition listed above continues for a period beyond 3(Three) consecutive months' after notice from the Developer in this regard, the Developer may upon 30(Thirty) days' written notice cancel the allotment of the Said Apartment in favour of the Purchaser/s and refund the money paid to him by the Purchaser/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

**c)** On and from the refund as mentioned above, this Agreement shall stand cancelled automatically without any further act from the Parties and the Purchaser/s shall have no right title and/or interest on the Said Apartment and/or any portion thereof and/or the Said Property and the Purchaser/s shall not be entitled to claim any charge on the Said Apartment and/or any part or portion thereof, in any manner whatsoever. For avoidance of doubt, it is hereby clarified that the Developer shall not be held liable in any manner whatsoever, for any delay in receipt or non-receipt of any refund by the Purchaser/s in accordance with the terms of this Agreement for any reason including but not limited to any delay by the Indian Postal Authority or due to a change in address of the Purchaser/s (save as provided in this Agreement) or loss during transit.

**(13) CONVEYANCE OF THE SAID APARTMENT**

The Developer, on receipt of the Total Price of the Apartment together with interest (if any) and all other charges and deposits under the Agreement from the Purchaser/s, shall execute a conveyance deed and convey the title of the Said Apartment together with proportionate indivisible share in the Common Areas within 3(Three) months' from the date of issuance of the completion certificate, to the Purchaser/s.

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/s shall be carried out by the Developer within **3(Three) months'** from the date of issue of occupancy certificate. However, in case the Purchaser/s fail/s to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser/s authorizes the Developer to withhold registration of the conveyance deed in his/her/their/its favour and handing over physical possession of the said Apartment to the Purchaser/s till payment of stamp duty and registration charges to the Developer is made by the Purchaser/s.

**(14) MAINTENANCE OF THE SAID APARTMENT/ PROJECT**

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Purchaser/s upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Purchaser/s from the date of obtaining completion certificate till handover of maintenance of the Project to the Association of Purchaser/s and thereafter to the Association of Purchaser/s.

**(15) DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the 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 Purchaser/s from the date of obtaining 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 Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that the above said responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (i) misuse or

mishandling of the fittings and fixtures provided by the Developer with regard to plumbing, electrical, doors and windows, sanitary and CP fixtures etc. (ii) unauthorized additions or alterations made inside the apartment deviating from the original sanction plan without the knowledge or permission from the Developer (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident (vi) negligent use (vii) tampering or making any changes to the load bearing as well as the non-load bearing structures of the building by the Purchaser/s or any person claiming through him/her/them/it. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms

**(16) USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within **BELANI AYANA**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire - fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchaser/s formed by the Purchaser/s for rendering maintenance services.

**(17) RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS**

The Developer/maintenance agency/Association of Purchaser/s shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the Association of Purchaser/s and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during normal working hours unless the circumstances warrant otherwise, with a view to set right any defect.

**(18) COMPLIANCE WITH RESPECT TO THE SAID APARTMENT**

- (a) Subject to **Clause 15** above, the Purchaser/s shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (b) The Purchaser/s further undertakes, assures and guarantees that he/she/they/it would not put any sign-board / name plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, Said Buildings or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser/s shall also not remove any wall including the outer and load bearing wall of the Said Apartment.
- (c) The Purchaser/s shall plan and distribute his/her/their/its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Purchaser/s and/or maintenance agency appointed by Association of Purchaser/s. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (d) On and from the date of possession of the Said Apartment/unit, the



Purchaser/s shall observe and perform such Common rules and restrictions on his/her/their/its part as more fully mentioned in the **SIXTH SCHEDULE**

**(19) COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

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

**(20) ADDITIONAL CONSTRUCTIONS**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**(21) DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

**(22) BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within **30 (Thirty) days'** from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement within **30 (Thirty) days'**

from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within **30 (Thirty) days'** from the date of its' receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith excluding the booking amount and Goods and Services Tax paid thereon shall be returned to the Purchaser/s after making relevant deductions and/or adjustments whatsoever once the SAID APARTMENT is resold to any other Purchaser/s and subject to Purchaser/s executing necessary document for revocation of the Sale Agreement executed by him/her with the Developer for allotment/purchase of Said Apartment.

**(23) ENTIRE AGREEMENT**

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

**(24) RIGHT TO AMEND**

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

**(25) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S /SUBSEQUENT PURCHASER/S**

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

- b) Prior to registration of the conveyance deed for the Said Apartment, no assignment, sub-lease or alienation of interest in the Said Apartment in full or in part, shall be permitted or recognized by the Developer (other than in the event of death of the Purchaser/s) except upon payment of a Transfer Fee @ 2% (Two Percent) of the Total Price or the then prevailing market price of the Said Apartment, whichever is higher, to the Developer, provided that the Purchaser/s has cleared all his/her/their/its dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Said Apartment. Provided further that the aforesaid transfer fee shall not be payable in case of transfer to the spouse or child or parents of the Purchaser/s. It is further clarified that inclusion of a new joint Purchaser/s or change of a joint Purchaser/s shall be treated as a transfer unless such joint Purchaser/s is the spouse or child or parent of the original Purchaser/s.

**(26) WAIVER NOT A LIMITATION TO ENFORCE**

- (a) The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/s in not making payments as per the Payment Plan [**THIRD SCHEDULE**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercise of discretion by the Developer in case of one Purchaser/s shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in case of other Purchaser/s.
- (b) Failure on part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**(27) SEVERABILITY**

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

necessary to conform to the Act or the Rules and Regulations made thereunder or the Applicable Laws, 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.

**(28) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

**(29) 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.

**(30) PLACE OF EXECUTION**

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

**(31) NOTICES**

That all notices to be served on the Purchaser/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Developer by Registered Post at

their respective addresses specified below:

- (i) **PURCHASER/S:** .....
- ADDRESS:** .....
- (ii) **DEVELOPER: BELMONT DEVCON PRIVATE LIMITED**  
**ADDRESS:** WOODBURN CENTRAL, 2<sup>ND</sup> FLOOR, 5A,  
BIBHABATI BOSE SARANI (FORMERLY KNOWN AS 5A,  
WOODBURN PARK), KOLKATA – 700 020, WEST BENGAL
- (iii) **OWNER: CARD BOARD BOX MANUFACTURING**  
**ADDRESS:** 38, COLOOTOLA STREET, POLICE STATION -  
JORASANKO, KOLKATA – 700 073

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

**(32) JOINT PURCHASER/S**

In case there is/are Joint Purchaser/s, all communications shall be sent by the Developer to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

**(33) SAVINGS**

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

**(34) GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other

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applicable laws of India for the time being in force.

## **(35) DISPUTE RESOLUTION**

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

## **FIRST SCHEDULE** **SAID PROPERTY**

**ALL THAT** piece or parcel of **BASTU** land admeasuring more or less 97 (Ninety Seven) Cottahs together with sheds, buildings and structures built thereon or part thereof in Mouza Chandnagar J. L. No. 44 formerly in C.S. Dag Nos. 241 and 243 C.S. Khatian No. 143 and 52 respectively Touzi No. 146 R.S. No. 167 corresponding to L.R. Dag No. 1421 (Part) L.R. Khatian No. 2014 situate lying at being Premises No. 271, Sodepur Road (East), Kolkata under Barasat Police Station within **Ward no. 10** under the jurisdiction of Madhyamgram Municipality in the District of North 24 Parganas and butted and bounded in the manner following that is to say -

**ON THE NORTH:** By the drain and beyond that by the public road known as Sodepur Road (East);

**ON THE EAST:** Partly by the remaining land of L.R. Dag No. 1421;

**ON THE SOUTH:** By the boundary wall and the properties of M/s. Associated Porcelain Factory;

**ON THE WEST:** By a 16' wide public road.

## **SECOND SCHEDULE** **SAID APARTMENT**

**ALL THAT** unit no. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Tower/Block No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ (\_\_\_\_\_) square feet (be

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the same a little more or less), Built up Area of \_\_\_\_\_ (\_\_\_\_\_) square feet (be the same a little more or less), comprised of \_\_\_\_\_ [\_\_\_\_\_] Bedrooms, \_\_\_\_\_ [\_\_\_\_\_] Kitchen, \_\_\_\_\_ [\_\_\_\_\_] Bathrooms, \_\_\_\_\_ [\_\_\_\_\_] Balcony(ies) and a Living - Cum - Dining **TOGETHER WITH** undivided, indivisible, proportionate and variable share of land underneath the Building out of the Said Property attributable to the said Apartment **TOGETHER WITH** the right to use \_\_\_\_\_ [\_\_\_\_\_] \_\_\_\_\_ Car Parking Space in the \_\_\_\_\_ AND the said unit is delineated in the plan annexed hereto as Annexure – B, duly bordered thereon in ‘RED’.

### **THE THIRD SCHEDULE ABOVE REFERRED TO** **[CONSIDERATION & PAYMENT SCHEDULE]**

The Purchaser/s has/have agreed to pay to the Developer a total sum of INR ...../- (Indian Rupees ..... only) and applicable taxes as leviable from time to time towards Total Price of the Said Apartment and Charges and Deposits, which shall be paid by the Purchaser/s to the Developer in the following manner:-

<b><u>SL. NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PERCENTAGE</u></b>
1	On Allotment/Booking	10% of Apartment Price + applicable GST
2	On Agreement	10% of Apartment Price + applicable GST
2	On Completion of Basement Floor	10% of Apartment Price + applicable GST
3	On Completion of 2 <sup>nd</sup> Floor Slab Casting	7.5% of Apartment Price + applicable GST
4	On Completion of 4 <sup>th</sup> Floor Slab Casting	7.5% of Apartment Price + applicable GST
5	On Completion of 6 <sup>th</sup> Floor Slab Casting	7.5% of Apartment Price + applicable GST
6	On Completion of 8 <sup>th</sup> Floor Slab Casting	7.5% of Apartment Price + applicable GST
7	On Completion of 11 <sup>th</sup> Floor Slab Casting	7.5% of Apartment Price + applicable GST
8	On Completion of brick work of the unit booked	7.5% of Apartment Price + applicable GST
9	On Completion of plaster of the unit booked	7.5% of Apartment Price + applicable GST
10	On Completion of flooring of the unit booked	7.5 % of Apartment Price + applicable GST
11	On completion of the building and possession	10 % of Apartment Price + applicable GST + Charges + applicable GST + Deposits

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***\*\*\* Stamp Duty and Registration Charges to be paid on actuals at the time of execution and registration of this Agreement for Sale and final Conveyance Deed.***

The Total Price of the Apartment has been arrived at in the following manner:

<b><u>Sl. No.</u></b>	<b><u>Description</u></b>	<b><u>Amount (In INR)</u></b>
A.	<b>Apartment Price</b>	_____
B.	<b><u>Other Charges:</u></b>	
	(i) HT/LT Infrastructure	_____/-
	(ii) Generator	_____/-
	(iii) Club Charges	_____/-
	(iv) Formation of Association Charges	_____/-
	(v) Legal Charges	_____/-
	<b>Sub – Total</b>	_____/-
	<b>Total Price (A + B)</b>	_____/-

## **FOURTH SCHEDULE** **COMMON AREAS AND FACILITIES**

1. The foundations, columns, girders, beams, supports, halls, corridors, entrance lobby, stairs, stairways, landings, entrances, exits and pathways;
2. Drains and sewers from the Said Property to the Municipal ducts;
3. Water sewerage and drainage evacuation pipes from the individual apartments to drains and sewers common to the Said Property;
4. Toilets in the ground floors of the Said Buildings for the use by drivers, Durwans and servants of the Said Buildings;
5. Boundary walls of the Said Property including outer side of the walls of the new Building and main gates including land comprised in the Said Property;
6. Water pump room, lift machine room, elevators, motors, compressors pipes and ducts and in general all apparatus and installations existing for common use;
7. Overhead water tanks (concrete) and underground water reservoir, water pipes and other common plumbing installations and spaces required



thereto;

8. Banquet Hall with kitchen.
1. 9. Outdoor terrace with Amphitheatre.
10. Gymnasium.
11. Swimming pool & deck with separate changing room for ladies and gents.
12. Indoor Games room.
2. 13. Card room.
14. Association office/room.
15. Kids' room.
16. Multipurpose court (ground floor).
17. Children's play area (ground floor).
18. Walking Track and Green Lawn (ground floor)

**FIFTH SCHEDULE**  
**COMMON CHARGES AND EXPENSES**

The Purchaser/s(s) shall be liable to pay the proportionate share of the under mentioned common expenses incurred for upkeep and maintenance of the Building and the Said Property and such apportionment shall be made by the Developer and/or the Association in proportion to the area of each apartment:

1. All costs of maintenance, operations, repairs, replacements, services, and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all common parts and areas, its fixtures, fittings, electrical wiring and equipment in under or upon the Building enjoyed or used in common by the occupiers of the Building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security men, electrician, maintenance staff, plumber, administration staff, accountants, clerks, bill collectors, gardeners, sweepers, liftman etc.

3. Payment of insurance premium for insuring the said Building and every part thereof against earthquake, damages, fire, lightning, mob violence, civil commotion etc. and also payment of renewal premium from time to time.
4. Expenses for supplies of common utilities including electricity, water etc. payable to the concerned authorities and/or organization and also payment of all charges incidental thereto for utilization of such services in common parts, portions and areas of the Building and also the charges incurred due to loss of electricity while in transmission to each of the apartments in the Building.

Municipal rates and taxes for common parts, portions and areas and also for the Said Apartment until it is separately assessed and wholly upon the Said Apartment being separately assessed.

5. All operational and maintenance costs for maintaining the various plants and equipment like lifts, generator, water pump, transformer (if any).
6. All such other expenses and outgoings as are deemed by the Developer and/or the Association to be necessary for or incidental to for replacement, renovation, painting or repairing of common parts and portions in particular and also for upkeep of the Building and the Said Property in general and also for rendition of the utility services.

**SIXTH SCHEDULE**

**TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE PURCHASER/S AND/OR OCCUPIERS OF THE APARTMENT**

The terms, conditions, stipulations, obligations and restrictions that the Purchaser/s and all persons into whosoever's hands the Said Apartment may come, are bound to adhere to and observe, include but are not limited to the following:

1. That the Purchaser/s agree/s and acknowledge/s that basements and service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps, and equipment etc. and other permitted uses as per the sanctioned plan and that the Purchaser/s shall not be permitted to use the services areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Developer and/or the Association, as the case may be, for rendering maintenance services;
2. That the Purchaser/s shall co-operate with the other Co-Purchaser/s of the Project, the Developer and/or the Association, as the case may be, in the management and maintenance of the Said Apartment, Building and the Project and shall abide by the directions and decisions of the Developer and/or the Association, as the case may be, as may be made from time to time in the best interest of the Said Apartment, Building and/or the Project;
3. That the Purchaser/s shall abide by and observe at all times the regulations framed by the Developer and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the Said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Purchaser/s shall pay to the Developer or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Purchaser/s and/or any occupier of the Said Apartment and/or family members, guests or servants of the Purchaser/s or such other occupiers of the Said Apartment;
5. That the Purchaser/s shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to

be done anything in or to the Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Said Apartment and shall keep the unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;

6. That the Purchaser/s shall carry out at his/her/their/its own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Building or the Said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Purchaser/s shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Purchaser/s shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design;
9. That the Purchaser/s shall not store in the Said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Said Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the

Building and in case any damage is caused to the Building or the Said Apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

10. That the Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the Said Apartment;
11. That the Purchaser/s shall not demolish or cause to be demolished the Said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the unit or any part thereof, nor make any alteration in the elevation of the Building in which the Said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the unit without the prior written permission of the Developer and/or the Association;
12. That the Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the Building in which the Said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Purchaser/s shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the Said Property and the Building in which the Said Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Purchaser/s shall pay to the Developer, within 15 (fifteen) days of demand by the Developer, his/her/their/its share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Said Apartment is situated;
15. That the Purchaser/s shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company;

16. That the Purchaser/s shall sign and execute such papers and documents and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Developer and other co-Purchaser/s of the Project;
17. That the Purchaser/s shall carry out any repair or interior or any other works in the Said Apartment only between 10:00 a.m. to 5:00 p.m. so as not to cause any annoyance, nuisance and/or disturbance to the other co-Purchaser/s of the Project;
18. That the Purchaser/s shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other co-Purchaser/s of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Purchaser/s shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Property and outside walls of the tower(s) save and except in the manner indicated by the Developer or the Association, as the case may be;
19. That if the Purchaser/s let/s out or sell/s the Said Apartment, the Purchaser/s shall immediately notify the Developer or the Association, as the case may be, of the tenant's/transferee's details, including address and telephone number;
20. That the Purchaser/s shall not sub-divide the Said Apartment and/or any part or portion thereof;
21. That the Purchaser/s shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
22. That the Purchaser/s shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Said Apartment;
23. That the Purchaser/s shall not install grills, the design of which has not been suggested and/or approved by the Developer or the Association or in any other manner do any other act which would

affect or detract from the uniformity and aesthetics of the exterior of the Building;

24. That the Purchaser/s shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
25. That the Purchaser/s shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
26. That the Purchaser/s shall not use the Said Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any co-Purchaser/s of the Project;
27. That the Purchaser/s shall not use the Said Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
28. That the Purchaser/s shall not make or permit any disturbing noises in the Said Apartment by the Purchaser/s himself/herself/themselves/itself, his/her/their family, his/her/their/its invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other co-Purchaser/s of the Project;
29. That the Purchaser/s shall not keep in the parking space, if any, anything other than cars or two-wheeler or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kutcha or pucca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
30. That the Purchaser/s shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Purchaser/s or any other place specifically demarcated for the parking of the vehicles of visitors of co-Purchaser/s of the Project;
31. That the Purchaser/s shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system

- of the Building in any manner whatsoever;
32. That the Purchase/s shall not misuse or permit to be misused the water supply to the Said Apartment;
  33. That the Purchaser/s shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
  34. That the Purchaser/s shall not use the name/mark of the Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Said Apartment and if the Purchaser/s does so, the Purchaser/s shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark of the Developer;
  35. That the Purchaser/s shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment or parking space, if any, and the Common Areas;
  36. That the Purchaser/s shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
  37. That the Purchaser/s shall not install or keep or run any generator in the Said Apartment and the parking space, if any;
  38. That the Purchaser/s shall not smoke in public places inside the Project which is strictly prohibited and the Purchaser/s and his/her/their/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
  39. That the Purchaser/s shall not pluck flowers or stems from the gardens or plants;
  40. That the Purchaser/s shall not throw or allow to be thrown litter on the grass planted within the Project;
  41. That the Purchaser/s shall not trespass or allow to be trespassed over lawns and green plants within the Project;
  42. That the Purchaser/s shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
  43. That the Purchaser/s shall not use the elevators in case of fire;



44. That the Purchaser/s agrees and acknowledges that the Developer and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
45. That the Purchaser/s shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Developer and/or the Association, as the case may be;
46. That the Purchaser/s shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
47. That the Purchaser/s shall remain fully responsible for any domestic help or drivers employed by the Purchaser/s and any pets kept by the Purchaser/s;
48. That the Purchaser/s shall not refuse or neglect to carry out any work directed to be executed in the Building or in the unit after he/she/they had taken possession thereof, by a competent authority, or hold the Developer liable for execution of such works;
49. That the Purchaser/s is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Purchaser/s shall comply with and carry out, from time to time after the Purchaser/s has taken over the occupation and use the Said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Said Apartment at his/ her/its own cost; and
50. That the Purchaser/s shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.

**THE SEVENTH SCHEDULE ABOVE REFERRED**  
**[SPECIFICATIONS]**

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The specifications given below are the minimum standard of materials/ finishes that will be used in construction of the Building and any of the same may be replaced by the Developer by way of substitution or using better quality materials:-

### **EXTERNAL & COMMON AREAS**

1. Building : Earthquake resistant RCC Framed Structure.
2. Foundation : Raft Foundation as per relevant IS Code.
3. Walls : 200 mm thick external AAC Block walls and 100 mm thick internal partition walls with cement and sand mortar.
4. Entrance lobby: Entrance lobby shall be finished with Granite/Marble/High quality marble finish vitrified flooring. Staircase will be of Kota/IPS finish.
5. Lift : Two numbers of thirteen passenger elevators of **OTIS/KONE** or equivalent in each tower.
6. Water Supply: Municipal water (as and when available) in RCC underground tank of adequate capacity. Water will be pumped to the overhead tank with pump. There will be a water treatment unit.
7. Fire Fighting : Necessary Fire-fighting equipment as per West Bengal Fire Fighting norms shall be provided.
8. Boundary Wall: Brick masonry boundary wall with compound gates.
9. D. G. Set : Back-up power in the form of Diesel Generator of required capacity will be provided for all essential services and common areas. Provision for 1000 Watts power backup for all Apartments (at extra cost)
10. Security System: CCTV Cameras in the ground floors of the Said Buildings and Club and round the clock security personnel along with intercom for all the apartments and common areas.

### **INTERNAL FINISHES OF THE APARTMENT**

1. Flooring: Quality Vitrified tiles in all bedrooms, kitchen and Living/Dining area 2x2 Kajaria/NITCO/Johnson or equivalent make. Toilet floors will be of anti-skid ceramic tiles.
2. Internal finish: High quality Putty Punning on cement plaster.
3. Doors & Windows: Hard Wood door frames with flush door shutters from reputed make with night latch and magic eye for the main door. For internal doors painted flush door shutters from reputed make with doorstoppers. Balcony doors shall be anodized aluminum openable doors with glass. Windows will be made of anodized aluminum sliding windows fitted with glass as per the architect's advice.
4. Kitchen: 24" wide Granite platform counter with single stainless steel sink. Necessary sink cocks of Essco or equivalent make and Vitrified tiles upto a height of 2' above the kitchen counter.
5. Toilets: White sanitary ware of Hindware/ Parryware or equivalent make, commode, cistern, basin. CP fittings of Essco or equivalent make in all the toilets. The walls of the toilets shall be finished with ceramic tiles upto a height of 7' from the floor. Hot and cold water pipe lines shall be provided.
6. Plumbing: Concealed Internal water pipes in toilets and kitchen with best quality CPVC pipes of reputed make. All soil, waste and rain water pipe lines will be of UPVC pipes of reputed make of necessary diameter.
7. Electrical: All Apartments will be provided concealed insulated multi strand fire retardant copper wire from reputed make with latest modular switches from Crabtree /Anchor/Legrand or equivalent make. Adequate numbers of plug points, light points and fan points with regulators and distribution boards with MCB shall be provided along with cable TV/DTH points, phone points and intercom points. Provision for split AC in all Bedrooms, Living & Dining area; Socket for TV cable/DTH connection; Washing Machine Point in Balcony.

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 SEALED AND DELIVERED**

By the **OWNER** at Kolkata: .....

**SIGNED SEALED AND DELIVERED**

By the **DEVELOPER** at Kolkata: .....

**SIGNED SEALED AND DELIVERED**

By the **PURCHASER/S** at Kolkata: .....

**WITNESS/ES:**

**MEMO OF CONSIDERATION**

Received INR ...../- (Indian Rupees .....  
Only) towards part payment of the total Apartment Price for the sale of  
the Apartment as per the terms of this Agreement.

<b><u>PARTICULARS</u></b>	<b><u>CHEQUE DETAILS</u></b>	<b><u>BANK DETAILS</u></b>	<b><u>AMOUNT PAID (IN RS.)</u></b>
<b>On Booking/Allotment</b>			
<b>On Agreement</b>			
<b>TOTAL</b>			

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**DEVELOPER**



**DRAFT**

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# **BELANLAYANA**

PREMISES NO. 271, SODEPUR ROAD (EAST), WARD  
NO. 10, KOLKATA – 700 129