

Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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

25. **SEVERABILITY:**

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


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

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

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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.

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28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

29. **NOTICES:**

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

**ALLOTEES :**

----- (Name of Allottees)

----- (Allottees Address)

**PROMOTER:**

**M/S. NORTECH PROPERTY PRIVATE LIMITED**

**17/1, LANSDOWNE TERRACE, KOLKATA – 700 026**

It shall be the duty of the Allottee and the Vendors 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 Vendors or the Allottee as the case may be.


30. **JOINT ALLOTEES:**

That in case there are Joint Allotees all communications shall be sent by the Vendors to the Allottee 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 Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under

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the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties. The General Terms and Conditions (GTC ) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The terms and conditions of this Agreement for Sale are as per the contractual understanding between the parties and have been mutually agreed upon and have been mutually added/modified by the parties to the basic format suggested under the Rules. Such additional/modified terms and conditions are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

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**THE SCHEDULE 'A' ABOVE REFERRED TO****ENTIRE PROPERTY**

ALL THAT Piece and Parcel of land admeasuring **31 Kathha and 11.7 Chittacks** more or less by virtue of title and **30 Cottah 05 Chittak 21** Square feet as per survey Situate lying at **Municipal Premises No. 138-B, Beliaghata Road, Kolkata – 700 015** under **Kolkata Municipal Corporation Ward No. 36**, now known as '**BELLA VISTA**', **Post office – Beliaghata, Police Station – Narkeldanga** under District South 24 Parganas, West Bengal and butted and bounded as follows:

ON THE NORTH : By Premises No. 138-A, Beliaghata Road, Kolkata.  
 ON THE SOUTH : 61 Ft. wide Municipal Road.  
 ON THE EAST : Common Passage  
 ON THE WEST : By Premises No. 139, Beliaghata Road, Kolkata.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

Latitude/ Longitude of the end points of the Project

Latitude - 22.33585 N

Longitude - 88.28364 E

**THE SCHEDULE 'B' ABOVE REFERRED TO****(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO)**

**ALL THAT** the Residential Flat/Unit in or portion of the New building being **UNIT/ FLAT NO. ---** containing by admeasurements a **CARPET AREA** of ----- **SFT.** and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", having area of \_\_\_ **Sft aggregating** to a **NET AREA OF \_\_\_ SFT**, equivalent to the **SUPER BUILT-UP AREA** of about ----- **SFT.**, be little more or less on a portion on the ----- **FLOOR** in the New building now known as "**BELLA VISTA**" at the said premises and shown in the plan annexed hereto duly bordered in '**RED**' thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the ----- **CAR PARKING SPACE** on

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the Basement/Ground floor of the said building complex to be specifically allotted and demarcated by the Promoter at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.

**SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN**

The Allottee hereby agrees to pay the **TOTAL CONSIDERATION AMOUNT** of RS. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY) out of which the Allottee has already paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at or before execution of this Agreement (which amount the Promoter doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Promoter in the manner hereinafter appearing:

1.	Application Fee	Rs. -----/-
2.	On or before signing of this agreement (inclusive of the application fee)	20% of the total consideration price
3.	On Completion of Piling	15% of the total consideration price
4.	On completion of 1 <sup>st</sup> Floor Slab	15% of the total consideration
5.	On completion of 4 <sup>th</sup> Floor Slab	5% of the total consideration price
6.	On completion of 6 <sup>th</sup> Floor Slab	5% of the total consideration price
7.	On completion of 8 <sup>th</sup> Floor Slab	5% of the total consideration price
8.	On completion of 10 <sup>th</sup> Floor Slab	5% of the total consideration price
9.	On Roof Casting	5% of the total consideration price
10.	On Completion of Brickwork	5% of the total consideration price
11.	On Completion of Flooring	10% of the total consideration price
12.	On or before possession	10% of the total consideration price

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

### Part – II

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

### ADDITIONAL LIABILITIES & DEPOSITS

The Total Extras and deposits in respect of Apartment is Rs. -----/- (Rupees -----)  
("Total Extras and Deposits").

Extras and Deposits :	
<b>Advance Maintenance Charges-</b> This amount is payable towards advance against maintenance charges for the said Apartment	Rs. -----/-
<b>Security Deposit -</b> Interest free security deposit amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes, if any, and the balance amount shall be transferred to the Association.	Rs. -----/-
<b>HT Line &amp; Electricity Charges-</b> This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC and/or any other electricity supply agency for providing and installing transformer and/or High Tension Line at the said Project.  Provided the Allottees shall pay the Deposit to CESC directly on account of Individual Meter.	
<b>Legal and Documentation Charges</b>	Rs. -----/- at the time of execution of this agreement and Rs. -----/- at the time of execution of the deed of conveyance. Cheque to be issued in the name of Advocate, Mr. Sanjay Kumar Jain.
<b>Association Formation Charges</b>	Rs. -----/-

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Diesel Generator Power Backup- Generator charges for limited back up	
Flat Mutation, Apportionment & Assessment In The Name Of The Buyer	Rs. -----/-
Total Extras and Deposits (in Rupees)	Rs. ----- /-

However the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Allottees undertakes and confirms to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Promoter.

**SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT**

- Structure** : RCC-framed structure with anti-termite treatment in foundation. Cements used: *Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco\**.
- Brickwork** : Eco-friendly, premium brickwork with **Autoclaved aerated concrete (AAC) blocks** used for better quality, thermal insulation, reduction of damp.
- Elevation** : Modern elevation, conforming to contemporary designs.
- External Finish** : Paint by certified *Nerolac/Asian Paints/Berger applicator\**, and other effects as applicable.
- Lobby** : Beautifully decorated & painted lobby
- Doors & Hardware** : Quality wooden frames with solid core flush doors. Door handles of *Godrej/Hafele/ Yale\**. Main door with premium *stainless steel handle* and *eyehole*. Main Door Lock by *Godrej/ Yale \**.
- Internal finish** : **High Quality Putty** for a good finish
- Windows** : Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.
- Flooring** : Premium Vitrified tiles in bedrooms / living / dining / kitchen.

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Granite Counter in kitchen. Premium Ceramic tiles in toilets.

- Kitchen counter** : Granite slab with stainless steel sink.  
Wall tiles up to 2 (two) feet height above counter.
- Toilets** : Hot and Cold water line provision with *CPVC\** pipes.  
  
CP fittings including *Health Faucet and Hot & Cold Mixer & Single Lever Diverter\** of *Jaquar/Roca /Kohler\**.  
Dado of ceramic tiles up to door height.  
Sanitaryware with *EWC with concealed cistern with eco-friendly dual flush\** and basin of *Kohler/Duravit / Roca/ Jaquar\**.  
  
Waste Pipes of *Supreme/Skipper/Oriplast\**
- Elevator** : Passenger Lifts of *Kone/ Mitsubishi/Thyssenkrupp\**.
- Electricals** : a) Concealed *Polycab/Havells/RR Kabel\** copper wiring with modular switches of *Anchor Roma / Schneider Electric / RR Kable / Havells\**  
b) TV & Telephone points in master bedroom and living room.  
c) Two Light Points, one Fan Point, two 5A points in all bedrooms  
d) One 15A Geyser point in all toilets  
e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen  
f) One AC point in all bedrooms.  
  
g) One washing machine point.  
h) Modern MCBs and Changeovers of *Havells/HPL/Schneider Electric\**
- Water Supply** : Underground and Overhead water storage tanks of suitable capacity of water supply.
- Landscape** : Professionally designed and executed landscaping.
- Generator** : 24 hour power backup for all common services. Generator back up of 900 W for 2 bedroom flats and 1200 W for 3 bedroom flats.
- Security** : *CCTV cameras*, Intercom facility and 24/7 Security Personnel.

\* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the Promoter is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

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

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

**SCHEDULE F- DEFINITIONS AND INTERPRETATIONS****Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"ACT" means the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"APARTMENT" shall have the meaning ascribed to it in Recital;

"APARTMENT ACQUIRERS" shall mean persons who acquire apartments in the Project;

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**"APPLICABLE INTEREST RATE"** shall mean the rate of interest prescribed under the Act from time to time;

**"APPLICABLE LAW"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

**"APPLICATIONMONEY"** shall mean the money given by the Allotee to the Promoter at the time of making application for the flat.

**APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project.

**ARCHITECT** shall mean M/S. Raj Agarwal & Associates of 8-B, Royd Street, 2<sup>nd</sup> Floor, Kolkata – 700 020 or any other firm or architects appointed by the Promoter.

**ASSOCIATION** shall mean the Association of Flat owners which may be formed by the Promoter in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Promoter for taking control of the common parts and portions and for rendition of common services.

**ADVOCATES** shall mean Mr. Sanjay Kumar Jain of 9, Old China Bazar Street, Kolkata – 700 001 appointed by the Promoter, inter alia, for preparation of this agreement and the 'Sale Deed' for transfer of the said flat/unit.

**"BOOKING AMOUNT"** shall mean 10% of the Total Consideration of the Apartment which includes the Application Money;

**"BUILDING"** shall have the meaning ascribed to it in Recital

**"BUILDING COMMON AREAS"** shall mean with respect to the Tower, the areas, facilities and amenities specified in Schedule hereunder which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Building; and

**CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Allotees inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions.

**"CARPET AREA"** shall mean the net usable floor area of the Unit it including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;

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**"CANCELLATION CHARGES"** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottees accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Promoter's policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement.

**COMPLEX** shall mean the new building(s) to be constructed at the said Premises and to be commonly known as **"BELLA VISTA"** or such other name as the Promoter in its absolute discretion may deem fit and proper.

**COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written) for the common use and enjoyment of all the Allottees/occupiers of the Project;

**"COMMON EXPENSES"** shall include the proportionate share of common expenses briefly described and without limitation in Schedule herein to be paid borne and contributed by the Allottees for rendition of common services;

**"COMMON RULES"** shall mean the rules and regulations specified in Schedule hereunder to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

**COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Promoter and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.


**"LAND"** shall have the same meaning as ascribed in Recital of this Agreement; **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.

**DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Promoter to the Allottee to take possession of the said Flat/Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.

**DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the Promoter shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Promoter plus fifteen days.

**DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation);

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**FLATS/UNITS** shall mean independent and self-contained flats/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Promoter at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.

**HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated.

**LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project.

**NEW BUILDING/s** shall mean the New Building and/or buildings to be constructed by the Promoter at the said Property in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.

**COMPLETION CERTIFICATE** shall mean the Completion certificate to be granted by Kolkata Municipal Corporation and/or any other authority certifying completion of the new building and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Allottee.

**PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing **Building Plan no. 2019050002 dated 27.05.2019** and shall include all modifications or variations as may be made by the Promoter from time to time with prior sanction from the authorities concerned, if required.

**PROMOTER** shall mean the said '**NORTECH PROPERTY PRIVATE LIMITED**' and shall mean and include its successor and/or successors in office/interest and assigns.

**PREMISES** shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).

**ALLOTTEE** shall be deemed to mean and include :-

In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.

In case the Allottee be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.

In case the Allottee be a Partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

In case the Allottee be a company, then its successors or successors-in-interest.

In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

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**PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Allottees or any Owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

**POSSESSION** shall mean the date on which possession is made over by the Promoter to the Allottee after Completion Certificate is obtained.

**READY TO MOVE IN** For the purpose of this Para 'ready to move in possession' shall mean that the flat/unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

**SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Flat/Unit No. \_\_\_\_\_ on the \_\_\_\_\_ floor forming part of the said Housing Complex (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written with fittings and fixtures to be provided therein by the Promoter together with Allottee proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space if so specifically and expressly mentioned and described in the SECOND SCHEDULE hereunder written).

**SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Promoter in its absolute discretion.

**SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

**SECURITY DEPOSIT** shall mean the fund to be created for the purpose of meeting day to day maintenance charges as well as the capital expenses and other incidentals thereto which may be necessary from time to time in respect of the said building. The Purchaser shall keep deposited the amount in respect of Security Deposit, as stated hereunder with the Developer and the said Deposit money shall not bear any interest and the said amount will be transferred by the Vendor/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

**SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Promoter and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Promoter and/or the Association either in its absolute discretion may deem

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proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Promoter and/or the Association in their absolute discretion.

**TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.

**TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Allottee to the Promoter in terms of this agreement.

**"EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA"** or **"EBVT Area"** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottees.

**"EXTRAS & DEPOSITS"** shall mean the costs and deposits specified hereunder to be paid by the Allottees to the Promoter in the manner hereinafter provided;

**"FORCE MAJEURE"** shall have the meaning ascribed to it in the Act;

**"MAINTENANCE CHARGES"** shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

**"MUTUAL EASEMENTS AND RESERVED MATTERS"** shall mean the easements and rights specified in Ninth Schedule herein and reserved to the Promoter and/or the Association;

**"NET AREA"** shall mean sum of the carpet area of the Unit and EBVT area.

**"PAYMENT PLAN"** shall mean the schedule of payment prescribed in Fourth Schedule

**"RULES"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

**"REGULATIONS"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

**"SECTION"** means a section of the Act; and

**"UNIT"** shall mean each unit of occupancy in the Project, being a Flat and the expression **"units"** shall be construed accordingly.

**SCHEDULE 'G' – DEVOLUTION OF TITLE OF THE OWNER IN**

**RESPECT OF THE SAID LAND**

**WHEREAS BY** a registered Deed of Conveyance dated 25<sup>th</sup> February 1987 said **INDIAN OXYGEN AND ACCETYLENE COMPANY LIMITED** on the first part being the Vendor and **SNEH CONSTRUCTIONS LTD.** on the second part being the Confirming Party sold transferred and conveyed an area admeasuring **1 Bigha 11 Cottah 11.7 Chittaks** of land together with building erected

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thereon lying at Premises No. 138-B, Beliaghata Road, Kolkata to **LOYALKA PROPERTIES PVT. LTD.** and the said deed was duly registered in the office of Registrar of Assurance Calcutta and recorded in Book No. I, Volume No. 54, pages from 298 to 317, bearing **Deed No. 2029** for the year **1987**.

**AND WHEREAS** by a registered **Deed of Conveyance** dated **8<sup>th</sup> March 1996** the said **LOYALKA PROPERTIES PVT. LTD.** sold transferred and conveyed an area admeasuring a demarcated **8346 Sq.ft.** situated at **Ground floor back portion of Lot "A"** morefully delineated in the plan attached thereto together with undivided proportionate indivisible share in the said premises containing by estimation an area of 1 Bigha 11 Cottah 11.7 Chittaks of land lying and situated at Premises No. 138,B, Beliaghata Road, Kolkata to one **SURESH KUMAR JALAN** son of Kishanlal Jalan and the said Deed was duly registered in the office of Registrar of Assurance Calcutta and recorded in Book No. I, Volume No. 69, pages from 1 to 9, bearing **Deed No. 2511** for the year **1996**.

**AND WHEREAS** by a registered **Deed of Gift** dated **19<sup>th</sup> January 2017** said **SURESH KUMAR JALAN** son of Kishanlal Jalan gifted his above mentioned purchased property admeasuring an area of divided and demarcated **8346 Sq.ft. situated at Ground floor back portion for use of godown of Lot "A"** together with undivided proportionate indivisible share in the said premises containing by estimation an area of 1 Bigha 11 Cottah 11.7 Chittaks of land lying and situated at Premises No. 138B Beliaghata Road to **ABHISHEK JALAN** son of Late Sheo Kumar Jalan, and the said Deed was duly registered in the office of Additional Registrar of Assurances at Kolkata, and recorded in Book No. I, Volume No. 1901-2017, page from 11936 to 11956, bearing **Deed No. 351** for the year **2017**.

**AND WHEREAS** by a registered **Deed of Gift** dated **16<sup>th</sup> June 2017** said **ABHISHEK JALAN** son of Late Sheo Kumar Jalan gifted his above mentioned gifted property admeasuring an area of divided and demarcated **8346 Sq.ft. situated at Ground floor back portion of Lot "A"** morefully delineated in the plan attached thereto together with undivided proportionate indivisible share in the said premises containing by estimation an area of 1 Bigha 11 Cottah 11.7 Chittaks of land lying and situated at Premises No. 138B Beliaghata Road to his brother **MR. PANKAJ JALAN** son of Late sheo kumar jalan, and the said deed was duly registered in the office of A.R.A. – I Kolkata, recorded in Book No. I, Volume No. 1901-2017 , pages from 118836 to 118860, bearing **Deed No. 3705** for the year **2017**.

**AND WHEREAS** by a registered **Deed of Conveyance** dated **8<sup>th</sup> March 1996**, said **LOYALKA PROPERTIES PVT. LTD.** sold transferred and conveyed an area admeasuring of divided and demarcated **8500 sq.ft. situated at First Floor of Lot "C"**, morefully delineated in the plan attached thereto together with undivided proportionate indivisible share in the said premises containing by estimation an area of 1 Bigha 11 Cottah 11.7 Chittaks of land lying and situated at Premises No. 138B Beliaghata Road to one **MRS. USHA JALAN** wife of Late Sheo Kumar Jalan and the said Deed was duly registered in the office

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of Registrar of Assurance Calcutta and recorded in Book No. I, Volume No. 68, pages from 451 to 464, bearing **Deed No. 2509**, for the year 1996.

**AND WHEREAS** by a registered **Deed of Conveyance** dated **8<sup>th</sup> March 1996**, said **LOYALKA PROPERTIES PVT. LTD.** sold transferred and conveyed an area admeasuring of divided and demarcated **6864 sq.ft. situated at Ground Floor Front portion of Lot "B"** morefully and particularly described in the schedule portion of the said deed Part - I morefully delineated in the plan attached thereto, divided and demarcated **1467 sq.ft. situated at first floor of Lot "B 1"** morefully and particularly described in the schedule portion of the said deed and morefully delineated in the plan attached thereto together with undivided proportionate indivisible share in the said premises containing by estimation an area of 1 Bigha 11 Cottah 11.7 Chittaks of land lying and situated at Premises No. 138-B, Beliaghata Road, Kolkata to one **PAWAN KUMAR JALAN** son of Krishanlal Jalan and the said Deed was duly registered in the office of Registrar of Assurance Calcutta and recorded in Book No. I, Volume No. 68, pages from 465 to 482, bearing **Deed No. 2510**, for the year 1996.

**AND WHEREAS** by a registered **Deed of Gift** dated **21<sup>st</sup> September 2016** said **PAWAN KUMAR JALAN** son of Krishanlal Jalan gifted his above mentioned purchased property admeasuring an area of **6864 sq.ft. situated at Ground Floor Front portion (For use of Godown) of Lot "B"** morefully and particularly described in the schedule portion of the said deed Part I morefully delineated in the plan attached thereto, divided and demarcated **1467 sq.ft. situated at first floor (for office use) of Lot "B1"** morefully and particularly described in the schedule portion of the said deed and morefully delineated in the plan attached thereto together with undivided proportionate indivisible share in the said premises containing by estimation an area of 1 Bigha 11 Cottah 11.7 Chittaks of land lying and situated at Premises No. 138B Beliaghata Road to one **MR. PANKAJ JALAN** son of Late Sheo Kumar Jalan, and the said deed was duly registered in the office of Additional Registrar of Assurance, and recorded in Book No. I, Volume No. 1901-2016, pages from 234855 to 234873, bearing **Deed No. 7092** for the year 2016.

**AND WHEREAS** by virtue of aforesaid transactions said **MRS. USHA JALAN** wife of Late Sheo Kumar Jalan and **MR. PANKAJ JALAN** son of Late Sheo Kumar Jalan, became the owners of entire premises admeasuring an area of **ALL THAT Municipal Premises No.138-B, Beliaghata Road, Kolkata – 700 015**, containing by estimation an area of 1 Bigha 11 Cottas and 11.7 Chittacks more or less within the Municipal Ward No. 36 of Kolkata Municipal Corporation , P.S. Narkeldanga, P.O. Beliaghata, Sub-Registration Office Sealdah, Registration office Alipur in Panchannagram in the District of 24 Parganas ( South ) fully described in the First Schedule hereunder written and hereinafter called the said "PREMISES".

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In the events as recited hereinabove the Owners thus became entitled to the said Property each one of them being entitled to an independent and distinct share or interest therein

In this agreement the Developer and the Owners are collectively referred to as the **OWNERS**.

The Owners decided to undertake the development of the said Property by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property the Owners amongst themselves decided that the Developer will undertake the development of the said Property and accordingly by a '**JOINT DEVELOPMENT AGREEMENT**' dated **09.11.2017** registered at the Office of the Additional Registrar of Assurances – I, Kolkata, recorded in Book No. - I, Volume No. – 1901-2017, written in Page No. 246175 to 246236, being **Deed No. – 07219 for the year 2017** and a Subsequent '**SUPPLEMENTARY JOINT DEVELOPMENT AGREEMENT**' dated **08.05.2019** registered at the Office of the Additional Registrar of Assurances – I, Kolkata, recorded in Book No. - I, Volume No. – 1901-2019, written in Page No. 147178 to 147204, being **Deed No. – 07219 for the year 2017** made between **MRS. USHA JALAN** and **MR. PANKAJ JALAN**, Owners therein, collectively referred to as the First Party/Owner of the One Part and **M/S. NORTECH PROPERTY PRIVATE LIMITED** (the Developer herein) therein referred to as the Developer of the Other Part and Owners granted the exclusive right of development in respect of the said Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said JDA).

**AND WHEREAS** Owners have executed a Registered Power of Attorney dated **09.11.2017**, duly registered at the Office of Additional Registrar of Assurances – III, Kolkata, recorded in Book No. - IV, Volume No. **1903 - 2017**, written in Page No. **164009 to 164036**, being **Deed No. - 06408** for the year 2017 empowering Developer for doing various acts and granting several powers therein stated and for smooth execution of the construction works in terms of the said Joint Venture Agreement.

By and under the said JDA it has been agreed between the Owners that the Developer shall be entitled to enter into agreements for sale and transfer of the various flats units apartments constructed spaces and car parking spaces in its own name and to receive realize and collect the amount of consideration and other amounts in its own name and that the net sale proceeds accruing consequent to sale and transfer of the Developer shall be apportioned amongst the Owners in the manner as provided for in the said JDA

In pursuance of the said JDA and in furtherance thereof the Developer caused a map or plan to be sanctioned by the Kolkata Municipal Corporation bearing **Sanction No. 2019050002 dated 27.05.2019** (hereinafter referred to as the said **PLAN**) and the Developer has commenced the work of construction of new building and/or buildings at the said Premises to comprise of various self contained flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the **HOUSING COMPLEX**) to be ultimately held by owned by various intending purchasers on ownership basis

The Developer has caused the said housing project to be registered in accordance with the provisions of West Bengal Housing Industry Regulatory Authority Act (hereinafter referred to as the said **ACT**) under Registration No. **HIRA/-----**.

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**SCHEDULE 'H' – ALLOTTEE'S COVENANTS & HOUSE RULES**

1. The Allottee has agreed undertaken and covenanted to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
  - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the said Premises or on any portion thereof;
  - e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
  - f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;
  - g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;
  - h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
  - j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electricity Supply Agency in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric

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sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) be obliged to draw 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 Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Allottee 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 Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Maintenance Agency (upon formation)

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;

n) pay for other utilities consumed in or relating to the said Apartment Unit;

o) allow the other Unit Owners the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all other taxes payable by the Allottee in terms of this Agreement; and

r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Allottee has agreed and covenanted:

a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;

b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

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- c) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof;
- d) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
- e) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;
- f) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- g) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- h) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- i) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated;
- j) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- k) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;
- l) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- m) not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises not meant to be a common area or portion;
- n) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to

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the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;

- o) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas.
- p) not to object, obstruct or create any hindrance to the use of the Common Areas particularly those mentioned in Part-III of Schedule E by the owners and occupiers of all Apartment Units and/or other spaces of the Project as also the Additional/Further Constructions;
- q) not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- r) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- s) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- t) not hang or cause to be hung clothes from the balconies of the Said Apartment;
- u) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule B**;
- v) not to sell, transfer, let out or part with possession of the said parking space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- w) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
- x) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other

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provision of this Agreement;

- y) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- z) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;
- aa) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;
- bb) not to keep or harbour any bird or animal in the Common Areas of the Premises;
- cc) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;
- dd) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air-conditioner;
- ee) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas;
- ff) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terraces in the Buildings and the Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule B**;
- gg) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Premises and/or the neighbourhood;
- hh) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;
- ii) not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees in respect of other Apartment Units;
- jj) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and

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covenants contained in this Agreement;

- kk) not to change the Project name and its logo under any circumstances whatsoever;
- ll) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area; and
- mm) not to interfere in any manner with the Exclusive Private Roof Area Rights of the Vendors (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 10.3

3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Premises and/or the Premises.

4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Service Tax) under any statute or regulation on the Premises, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Promoter or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, without raising any objection thereto. The Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the concerned authority.

6. The Allottee shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Owners (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Unit Owner.

7. The Allottee shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the servants, agents, licensees, invitees or visitors of the Allottee and/or any

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breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Promoter is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

#### SCHEDULE I - COMMON EXPENSES

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises have those separately assessed on the Allottee.

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8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

9. **Management Fees**

10. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

#### **SCHEDULE J - RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION**

- a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
- b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Completion Certificate, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time on the basis of super built-up area of the flat per month for the said Apartment together with applicable Goods and Service Tax.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
- d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing.

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**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**

at Kolkata in the presence of:

1.

2.

---

**SIGNATURE OF DEVELOPER/PROMOTER**

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---

 SIGNATURE OF OWNER

---

 SIGNATURE OF ALLOTTEE/PURCHASERS

RECEIVED of and from the within named Allottee  
 within mentioned sum of Rs.

\_\_\_\_\_/-

(Rupees \_\_\_\_\_

\_\_\_\_\_ Only) being the consideration  
 amount in PART as per memo below:-

**MEMO OF CONSIDERATION**

1.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____/-
2.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____/-
3.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____/-
<b>TOTAL AMOUNT RECEIVED</b>		Rs. _____/-

Witness:

Nortech Property Pvt.Ltd.



Director / Authorised Signatory

1.

2.

---

**SIGNATURE OF DEVELOPER/PROMOTER**

**DATED                      DAY OF                      2019**

**AGREEMENT FOR SALE**

**BETWEEN**

**M/S. NORTECH PROPERTY PRIVATE LIMITED**

**-----DEVELOPER/PROMOTER**

**&**

**MRS. USHA JALAN &**

**MR. PANKAJ JALAN**

**-----OWNERS**

**&**

Nortech Property Pvt.Ltd.



*Director / Authorized Signatory*

**MR. -----**

MRS. -----  
-----ALLOTTEES

BELLA VISTA

FLAT/ UNIT NO. -----

FLOOR - -----

Nortech Property Pvt.Ltd.



Director / Authorized Signatory