

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on this _____ day of _____,
2019.

BY AND BETWEEN

SWASTIK PROJECTS PRIVATE LIMITED (having PAN: AADCS7205D and CIN: U70101WB1985PTC038535), a company within the meaning of Companies Act, 2013, having its registered office at 12, Shakespeare Sarani, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata - 700071 represented by its Director Mr. Kiran Chand Lunawat son of Late P.C. Lunawat having its place of business at 12, Shakespeare Sarani, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata-700071 (hereinafter referred to as the "**Vendor/Promoter**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and/or assigns) of the **ONE PART:**



AND

ALLOTTEE NO. 1	NAME : _____
	DESCRIPTION : _____
ALLOTTEE NO. 2	ADDRESS : _____, Police Station _____, Post Office _____, Kolkata-_____
	STATUS : Individual
ALLOTTEE NO. 1	NATIONALITY : Indian
	OCCUPATION : _____
ALLOTTEE NO. 2	PAN : _____
	NAME : _____
ALLOTTEE NO. 1	DESCRIPTION : _____
	ADDRESS : _____, Police Station _____, Post Office _____, Kolkata-_____
ALLOTTEE NO. 2	STATUS : _____
	NATIONALITY : _____
ALLOTTEE NO. 1	OCCUPATION : _____
	PAN : _____

hereinafter referred to as "the **ALLOTTEE**" of the **OTHER PART**:

I. **Definitions**-In this Agreement, the following terms shall have the following meanings assigned to them hereinbelow, unless the context otherwise requires thereunder:

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017) as amended and/or substituted;
- (b) "**Allotted Apartment**" shall mean the Flat, Servant Room, Exclusive Balcony/Verandah and Exclusive Open Terrace, if any and Car Parking Area for parking of motor car at the Car Parking Areas, all morefully and particularly mentioned and described in the **Second Schedule** hereunder written;
- (c) "**Allottee**" shall mean one or more Allottees named above and include:



- (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (ii) in case of a Hindu Undivided Family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (iii) in case of a partnership firm, its partners for the time being, their respective heirs, executors, administrators, legal representatives or successors as the case may be and/or permitted assigns;
 - (iv) in case of a Company, its successors or successors-in-interest and/or permitted assigns;
 - (v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and its/their respective successors and/or permitted assigns.
- (d) **"Apartment Acquirers"** shall mean persons who acquire apartments in the Project;
 - (e) **"Applicable Interest Rates"** shall mean the rate of interest prescribed under the Act from time to time;
 - (f) **"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 Government Authority or persons acting under the authority of any Government and/or of statutory authority in India, whether in effect on the date of this Agreement or thereafter;
 - (g) **"Association"** shall mean an association or society or like body of the Apartments Acquires to be formed by them;
 - (h) **"Building"** shall mean the building being constructed by the Promoter at the said Premises to contain ground floor and ten upper floors for the time being and include further upper floors and other structures as be sanctioned by the Kolkata Municipal Corporation and erected by the Promoter thereat and wherever the context so permits or intends shall also include the Car Parking Areas in the Premises;



- (i) **"Building Plan"** shall mean the plan sanctioned by the Kolkata Municipal Corporation for construction of ground plus nine storeyed residential building at the said Premises vide Building Permit No.2014080084 dated 15.12.2014 and include the revised building plan submitted to the Kolkata Municipal Corporation for construction of ground plus ten storeyed residential building at the said Premises and also include any other revised building plan and all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or required from time to time as per the recommendation of the Architect subject to compliance of the Act;
- (j) **"Car Parking Areas"** shall mean covered areas at the ground floor of the building and open areas at the ground level of the Premises and shall include mechanical multi-level car parking spaces at such areas and all types of car parking areas sanctioned by the Kolkata Municipal Corporation;
- (k) **"Carpet Area"** shall mean the net usable floor area of the Flat and Servant Room 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;
- (l) **"Common Areas"** shall mean collectively the areas, facilities and amenities as specified in **Part-I** of the **Third Schedule** hereunder written for common use and enjoyment of the Allottees/Occupiers of the Project;
- (m) **"Common Expenses"** shall mean and include all expenses for the Common Purposes briefly described and without limitation the **Fourth Schedule** hereunder written and proportionate share thereof to be paid borne and contributed by the Allottee;
- (n) **"Common House Rules"** shall mean the rules and regulations specified in the seventh schedule hereunder written to be observed by the Apartments Acquires for the common, peaceful, effective and harmonious use and enjoyment of the Project.
- (o) **"Common Purposes"** shall mean and include (a) maintenance and administration of the Project and in particular the Common Areas and Facilities, (b) rendition of common services in common to the



- Apartment Acquirers, (c) collection and disbursement of Common Expenses and (d) dealing with matters of common interest of the Apartment Acquirers and their mutual rights and obligations;
- (p) **"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 Flat, meant for the exclusive use of the Allottee.
- (q) **"Extras & Deposits"** shall mean the costs and deposits specified in **Clause 1.2.2** herein to be paid by the Allottee to the Promoter in the manner hereinafter provided;
- (r) **"Force Majeure"** shall have the meaning meant to in the said Act;
- (s) **"Maintenance In-charge"** shall, until formation of the Association, mean the Promoter and/or its appointed one or more agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;
- (t) **"Net Carpet Area"** shall mean sum of the carpet area of the Flat and Servant Room and EBVT Area;
- (u) **"Project"** shall mean the said Premises with Building thereon and include the Common Areas Facilities and Amenities thereof;
- (v) **"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;
- (w) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017 as amended and/or substituted;
- (x) **"Premises"** shall mean premises No. 75 Pandit Madan Mohan Malaviya Sarani {formerly known as Chakraberia Road (North)}, Police Station - Ballygunge, Kolkata - 700020 fully described in the **First Schedule** hereunder written;
- (y) **"Section"** means a section of the Act.

II. Interpretation:



- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

WHEREAS:

- A. The Vendor hereto is the absolute owner of the said Premises, being No. 75 Pandit Madan Mohan Malaviya Sarani {formerly known as Chakraberia Road (North)}, Police Station - Ballygunge, Kolkata - 700020 measuring 16 Cottahs 06 Chittacks 25 Square feet more or less fully described in the **First Schedule** hereunder written. The facts about devolution of title to the said Premises in favour of the Vendor is mentioned in the **Fifth Schedule** hereunder written.
- B. Plan for construction of a ground plus nine storeyed Building at the said Premises has been sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2014080084 dated 15.12.2014.
- C. The Vendor has obtained pre-certification for construction of gold rated green building at the said Premises from Indian Green Building Council vide IGBC Registration No. GH150454 in the month of May 2017. In view of the aforesaid pre-certification, the Vendor became entitled to construct



additional 10% area over the existing sanctioned area sanctioned under the said Building Permit dated 15.12.2014. The Vendor has already submitted a revised building plan for sanction by the Kolkata Municipal Corporation for construction of a ground plus ten storeyed residential building at the said Premises. The Vendor proposes to construct an additional eleventh floor on the Building at the said Premises and will submit necessary revised plan for sanction by the Kolkata Municipal Corporation and upon the same being sanctioned the Vendor will construct such additional floor and the Allottee is fully made aware of about the same.

- D. The said Premises has been earmarked for the purpose of building a multistoried residential Project comprising several Apartments and the said Project shall be known as "**Bodhi**" or such other name as be decided by the Promoter.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right title and interest of the Promoter regarding the said Premises on which Project is to be constructed have been completed.
- F. The Kolkata Municipal Corporation has granted the commencement certificate to the Promoter to develop the said Premises vide Building Permit bearing No: 2014080084 dated 15.12.2014.
- G. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approval for the Project from the Kolkata Municipal Corporation and agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws as applicable thereto.
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no.



- I. The Allottee has applied for purchase of the Allotted Apartment vide application dated _____ and has been allotted the Unit no. _____ having carpet area of _____ square feet on the Floor, Servant Room No..... having carpet area of Square feet on the floor and Exclusive Balcony/Verandah having carpet area ofsquare feet and open terrace of any (and if so having carpet area of Square feet) aggregating to Net Carpet Area of square feet in the Building ("Unit") along with covered/open car parking area having a covered area of 135 square feet in the ground floor in the covered/open multilevel car parking area morefully and particularly mentioned and described in Clause 1.2.1 and also in the Second Schedule hereunder written and of pro rata share in the Common Areas in the Project.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Premises and the Building Plan and the plans, designs and specifications prepared by the Promoter's Architect Sri Indranil Ghosh of 7B, S. P. Mukherjee Road, Kolkata-700026 and of such other documents as are specified under the Act.
- L. 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.
- M. The Parties, relying on the confirmations, representations and assurances of each other and 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;

- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Allotted Apartment with pro rata share in the Common Areas.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Allotted Apartment with pro rata share in the Common Areas.

- 1.2 The Consideration for the Allotted Apartment is Rs. _____ (Rupees _____) only plus applicable GST thereon and the Extras and Deposits plus applicable GST thereon (all hereinafter collectively referred to as "**Total Price**"). The details of the Total Price of the Allotted Apartment are as follows:

- 1.2.1 The Consideration for the Allotted Apartment based on carpet area is Rs. _____ (Rupees _____) only (hereinafter referred to as "**Consideration for Apartment**").

Apartment No. _____ Type ____ BHK Floor _____	Rate of Apartment including Servant Room per square foot of carpet area: Rs. _____/-
Cost of Apartment:	Rs. _____/-
Cost of Servant Room:	Rs. _____/-
Cost of exclusive balcony or	Rs. _____/-



verandah area:	
Cost of exclusive open terrace. Only 40% of the total area is considered as carpet area as the same is chargeable area:	Rs. _____/-
Cost of car parking space:	Rs. _____/-
Total :	Rs. _____/-

- 1.2.2 **Extras and Deposits:** The Total Extras and Deposits payable by the Allottee to the Promoter are on the account of as mentioned below (hereinafter referred to as "**Extras and Deposits**"):

1. Charges for power connection for the Premises: This amount is payable as Allottee's share of all costs, incidentals, charges and expenses including consultancy charges as be incurred by the Promoter for procuring power connection for the Premises from CESC Ltd. including Proportionate share of the Security Deposit payable to CESC Limited in respect of one or more common meters for the Common Areas and Facilities.	Rs. _____



<p>2. Deposit for Allotted Apartment Meter: Security Deposit directly to CESC Limited as may be demanded by CESC Limited on account of individual meter for the Allotted Apartment.</p>	On Actuals.
<p>4. Power Back-Up charges for providing full power back up to common services and 6 KWS power to the apartment during power cut/load shedding.</p>	Rs. _____
<p>5. Legal and Documentation Charges directly to the Projects Advocates</p>	Rs. _____/- 50% to be paid at the time of Agreement and balance 50% at the time of Deed of Conveyance.
<p>6. Maintenance Charges Deposit: This amount is payable for 12 months advance maintenance charges for the Allotted Apartment. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the</p>	Rs. _____



Promoter or the Association deems fit and proper.	
7. Sinking Fund - This amount is payable as funds for future repairs, replacement, improvements and developments in the said Project.	Rs.100/- per sq. ft.

1.2.3 **Total Tax:** The GST or other similar taxes on the Consideration for the Allotted Apartment and the Extras and Deposits shall be as per the applicable rates from time to time and the Allottee undertakes and confirms to pay the same to the Promoter with each installment/payment and shall not raise any objection thereto.

Explanation of Total Price:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Allotted Apartment.

(ii) The total consideration for the Allotted Apartment, the Extras and Deposits and Total Tax as mentioned in clauses 1.2.1, 1.2.2 and 1.2.3 above (i.e., the Total Price) includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Allotted Apartment to the Allottee and the Project to the Association of the Allottees, as the case may be, after obtaining the completion certificate from the Kolkata Municipal Corporation.



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

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

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in clause 1.2 and its sub-clauses hereinabove and the Allottee shall make payment of the same upon the same being demanded by the Promoter within the time and in the manner specified therein. In addition thereto, the Promoter shall also provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of the Allotted Apartment includes recovery of price of appertaining land, construction of [not only the Allotted Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Allotted Apartment and the Project described herein in **Part-I** and **Part-II** of the **Fourth Schedule** hereunder written respectively.

(v) **Stamp Duty and Registration fee:** The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses



payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.

(vi) **TDS:** If applicable tax deduction at source (TDS) under the Income Tax laws is deducted by the Allottee on the Consideration for Apartment payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under these presents and the amount thereof shall be treated as outstanding.

- 1.3 The Total Price is escalation-free.
- 1.4 The Allottee shall make the payment of the Consideration for the Allotted Apartment mentioned in clause 1.2.1 above plus the Taxes as per the payment plan set out in the **Eight Schedule** hereunder written.
- 1.5 The Allottee shall make the payment of the Extras and Deposits mentioned in clause 1.2.2 above plus the applicable taxes within 30 days of the issuance of the notice by the Promoter to take possession of the Allotted Apartment after the issuance of the Completion Certificate by the Kolkata Municipal Corporation and before taking possessions thereof or within 30 days of a demand made by the Promoter, whichever be earlier.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned/revised building plans, layout plans and Project and the nature of fixtures, fittings and amenities described in **Part-I and Part-II of the Fourth Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Allotted Apartment without the previous written consent of the Allottee as per the provisions of the Act.



Provided that the Promoter may make such minor additions or alterations in the Allotted Apartment as may be required by the Allottee at the costs of the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area of the Allotted Apartment including those of its appurtenances being Servant Room, Exclusive Balcony/Verandah and open terrace, if any that has been allotted to the Allottee after construction of the Building is completed and the completion certificate has been granted by the Kolkata Municipal Corporation, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated at the same rate per square feet as agreed between the parties upon confirmation by the Promoter. If there is reduction in the carpet area specified herein, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area of the Allotted Apartment allotted to Allottee, the Promoter may demand the increased amount for such increase from the Allottee as per the next milestone of the Payment Plan as provided in the **Eight Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed between the parties.

1.8 Subject to clause 9.3 herein, the Promoter agrees and acknowledges, that the Allottee shall have the following rights to the Allotted Apartment:

- (i) The Allottee shall have exclusive ownership of the Allotted Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Acquirers, occupants, maintenance staff etc., without



causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) The computation of the Total Price of the Allotted Apartment includes recovery of price of appertaining land, construction of [not only the Allotted Apartment but also proportionately] the Common Areas, internal development charges external development charges cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per clause 11 below and includes cost for providing initial infrastructure necessary for the other facilities and amenities to be provided within the Allotted Apartment and the Project;
- (iv) The Allottee shall have the right to visit the project site to assess the extent of development of the said Premises and also of his Allotted Apartment upon giving prior intimation of 03 (three) days to the Promoter. The Promoter including project staffs shall not be liable for any untoward incident or accident at the project site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Allotted Apartment and the car parking area shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Common Areas and Facilities as mentioned in Part-I of the Fourth Schedule hereunder written shall be available only for use and enjoyment of the Co-owners of the Project.



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

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) being the booking amount or part payment towards the consideration for the Allotted Apartment and GST until or at the time of execution of the agreement (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the Allotted Apartment as prescribed in the Payment Plan mentioned in the **Seventh Schedule** hereunder written as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the applicable interest rates.

2. MODE OF PAYMENT: Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottee shall make all payments within 15 days of receiving written demand from the Promoter upon the Promoter reaching each milestone stipulated in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or



online payment (as applicable) in favour of Swastik Projects Private Limited, the Promoter hereto payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if he/she is a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in clause 3.1 hereinabove. The Allottee shall keep the Promoter fully indemnified and harmless with regard to the matters referred in clause 3.1 hereinabove. In case there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the Allotted Apartment



applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

5. TIME IS ESSENCE: The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Allotted Apartment to the Allottee and the Project to the Association.

6. CONSTRUCTION OF THE PROJECT / APARTMENT: The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Allotted Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in Part - I and Part - II of the Third Schedule hereunder written) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans, and specifications amenities and facilities subject to the terms in this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE ALLOTTED APARTMENT:

7.1 Schedule for possession of the Allotted Apartment: The Promoter agrees and understands that timely delivery of possession of the Allotted



Apartment to the Allottee and the Common Areas to the Association is the essence of the Agreement. The Promoter assures to hand over possession of the Allotted Apartment along with ready and complete common areas with all specifications amenities and facilities of the Project in place within 30th September 2020 unless there is delay or failure due to Force Majeure including war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project (Force Majeure). However, if the Allotted Apartment is made ready prior to the completion date mentioned above, the Allottee undertakes and covenants not to make or raise any objection to the consequent preponed payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter-alia to the progress of construction and the same is not a time linked plan.

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

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of



such taxes, charges, levies, cess, assessments and impositions.

7.2 Procedure for taking possession: The Promoter, upon obtaining the completion certificate from the Kolkata Municipal Corporation, shall offer in writing the possession of the Allotted Apartment to the Allottee in terms of this Agreement to be taken within two months of the Promoter issuing the Notice for Possession upon making payment of the Total Price for the Allotted Apartment and in the absence of local law, the execution of conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate subject to the Allottee paying the applicable stamp duty, registration charges allied and incidental expenses to the Promoter. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges and taxes and other outgoings mentioned in **Part-I** of the **Sixth Schedule** hereunder written. The Promoter shall hand over the copy of the completion certificate of the Allotted Apartment to the Allottee at the time of conveyance of the Allotted Apartment in favour of the Allottee.

7.3 Failure of Allottee to take Possession of Allotted Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Allotted Apartment from the Promoter by making payment of the balance amount of Total Price, and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Allotted Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and all taxes and other outgoings as specified in clause 7.2 hereinabove in respect of the Allotted Apartment and any wear and tear to the Allotted Apartment shall be at the sole risk of the Allottee and the Promoter shall have no liability or concern

thereof.



7.4 Possession by the Allottee: After obtaining the completion certificate and handing over physical possession of the Allotted Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas to the Association as per the local laws **Provided that**, in the absence of any local law, the Promoter shall handover the necessary documents and plans including the Common Areas to the Association within 30 days after obtaining the completion certificate.

7.5 Cancellation by the Allottee:

7.5.1 The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that subject to clause 7.5.2 below, where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a six (6) months' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein shall be entitled to forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any and amount of stamp duty, registration fee and allied expenses to be paid/paid on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall, subject to clause 7.5.3 below, be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation or on transfer of the Allotted Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.



7.5.2 Where the Allottee proposes to cancel/withdraw from the Project

without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Consideration of Apartment then prevailing for transfer of an Apartment in the Project is not less than the Total Consideration of Apartment payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee.

7.5.3 It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the said Premises 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.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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



- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Premises;
- (iii) There are no encumbrances upon the said Premises and also upon the Allotted Apartment.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Premises, Project or the Allotted Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Premises and Allotted Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Allotted Apartment and Common Areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has 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 Premises including the Project and the Allotted Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that it is not restricted in any manner whatsoever from selling the Allotted Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Allotted Apartment to the Allottee and the Common Areas to the Association of the Allottees upon the same being registered.
- (x) The Allotted Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Allotted Apartment.



- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the completion certificate has been issued by the competent authority and shall pay proportionate share (attributable to the Allotted Apartment) thereof till the period mentioned in the intimation notice to the Allottee to take possession of the Allottee Apartment.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Promoter in respect of the said Premises and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**Default**"), in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the 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 Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.



9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules:



- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation and brokerage paid to the real estate agent/broker, if any and amount of stamp duty, registration fee and allied expenses to be paid/paid on deed of cancellation of this agreement and the applicable GST payable on such amounts. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Promoter to the Allottee within twelve (12) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

10. CONVEYANCE OF THE ALLOTTED APARTMENT:

- 10.1 The Promoter, on receipt of Total Price of the Allotted Apartment as per clause 1.2 and sub-clauses 1.2.1, 1.2.2 and 1.2.3 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Allotted Apartment together with proportionate indivisible share in the Common Areas including in the land contained in the said Premises within the time period as stated in local laws, to the Allottee.



Provided that, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the deed of conveyance in his/her favour till payment of stamp duty, registration charges and allied and incidental expenses to the Promoter is made by the Allottee.

The deed of conveyance shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

11. MAINTENANCE OF THE PROJECT: The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon the issuance of the completion certificate of the Project. In case the formation of the Association is delayed due no fault of the Promoter; the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty



of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such, time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained by the Association of the Allottees.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/maintenance agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Service Areas: The service areas, if any, as located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to transformer if any, space for DG set underground water tanks, pump room, maintenance and service rooms,



firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to clause 12 hereinabove, the Allottee shall, after taking possession of the Allotted Apartment, comply with the Common House Rules as mentioned in **Part-II** of the **Seventh Schedule** hereunder written and maintain the Allotted Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Allotted Apartment or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, 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 Allotted Apartment and shall keep the Allotted Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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



- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electricity load obtained by the Allottee for its apartment from CESC Ltd.
- 15.4 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement for the allotment of the Allotted Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
17. **ADDITIONAL CONSTRUCTIONS:** The Allottee admits and acknowledges that the Allottee has been specifically made aware of by the Promoter that the Promoter has already submitted a revised building plan for sanction by the Kolkata Municipal Corporation for construction of a ground plus ten storeyed residential building at the said Premises and that the Promoter is entitled to construct an additional eleventh floor on the Building at the said Premises and accordingly will submit another revised plan for sanction of such additional floor to the Kolkata Municipal Corporation. Other than such additional constructions, the Promoter undertakes that it has no right to make other additions or to put up other additional structure(s) anywhere in the Project after the Building Plan, Revised Building Plans, layout plan, sanction plan and specifications, amenities and facilities are approved by the Kolkata Municipal Corporation and disclosed except for as provided in the Act.
18. **RAISING OF FINANCE BY ALLOTTEE:** The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the



19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement it shall not mortgage or create a charge on the Allotted Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Allotted Apartment.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers to the Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration office as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registration office for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee for purchase of the Allotted Apartment shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate



authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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



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

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

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

26.1 Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other Allottee(s)/Apartment Acquirers in the Project or wherever in this agreement the words "proportionate" or "proportionate share" or proportionately" are used, the same shall be the proportion which the carpet area of the Allotted Apartment bears to the total carpet area of all the Apartments in the Project. For the purposes of this clause, the carpet area of the Allotted Apartment shall include the carpet area of the exclusive balcony/verandah and 50% of the carpet area of the open terrace, if any, attached thereto.

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



- 28. PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Additional Registrar of Assurances-I, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.
- 29. NOTICES:** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Speed Post or Registered Post at their respective addresses specified above. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Speed Post or Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.
- 30. JOINT ALLOTTEES:** That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes shall be considered to have been 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 Allotted Apartment, prior to the execution and registration of this Agreement for Sale for Allotted Apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.
- 32. GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in



accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

- 33. DISPUTE RESOLUTION:** All or any disputes arising out of 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 provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
- 34. OTHER TERMS AND CONDIIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises)

ALL THAT piece or parcel of land containing an area of 16 Cottahs 06 Chittacks 25 Square feet more or less situate lying at and being Premises No. 75 Pandit Madan Mohan Malaviya Sarani {formerly known as Chakraberia Road (North)}, Police Station Ballygunge, Post Office Elgin Road, Kolkata-700 020, within Ward No.69 of the Kolkata Municipal Corporation, within the jurisdiction of the District Sub-Registrar-III, Alipore, South 24 Parganas, and delineated in the plan annexed hereto, being **Annexure 'A'**, duly bordered thereon in "**Red**" and butted and bounded as follows:

- On the **North** : By municipal passage;
 On the **South** : By municipal covered drainage;
 On the **East** : By municipal road named Pandit Madan Mohan Malaviya Sarani;
 On the **West** : By municipal premises No. 75/1/B Pandit Madan Mohan Malaviya Sarani.

Or Howsoever Otherwise the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.



THE SECOND SCHEDULE ABOVE REFERRED TO:

(ALLOTTED APARTMENT)

ALL THAT the residential flat being Flat No. _____ on the _____ side on the _____ floor having a carpet area of _____ Square feet more or less Together With the Balcony/Verandah attached thereto having a carpet area of _____ Square feet, the Open Terrace if any attached thereto (and if so it having a carpet area of _____ Square feet and one Servant Room No. on the first floor having a carpet area of _____ Square feet (all aggregating to carpet area of _____ Square feet and total built-up area whereof being _____ Square feet more or less and total super built-up area whereof being Square feet more or less), in the Building named **BODHI** at the said Premises No. 75 Madan Mohan Malaviya Sarani, Kolkata - 700020 and the said Flat, Balcony/Verandah and Open Terrace, if any attached to the Flat and the servant room are shown in the Plans annexed hereto, being Annexure 'B' and 'C', and the duly bordered thereon in "**RED**" and "**YELLOW**" respectively.

TOGETHER WITH the right to park car(s) in the space having a covered area of 135 sq.ft. at the **Open/Covered Parking Slot** as shown in the plan annexed hereto being Annexure "C" duly bordered therein in "**BLUE**".

THE THIRD SCHEDULE ABOVE REFERRED TO:**PART-I****(Common Areas and Facilities at and for the Project)**

1. Essentials and facilities:

- a) Driveways.
- b) Lobbies and Staircases of the Building and stair head rooms.
- c) Two high speed with stainless steel body lifts with lift room and lift installations.
- d) Multipurpose Hall.
- e) Roof
- f) Entry and Exit main gates
- g) Boundary walls.

2. Water and Plumbing:

- a) Underground water reservoirs and Overhead tanks.



- b) Water pipelines connecting the underground water reservoir with overhead water tank.
 - c) Water pipelines from overhead water tank connecting to each flat.
 - d) Water pump for lifting water
3. Electrical Installations:
- a) Wiring and accessories for lighting of Common Portions.
 - b) Electrical Installations for receiving electricity from CESC Limited.
 - c) Diesel Generator set for providing power to common services and individual apartments during power failure and/or load shedding.
 - d) Electric meters for ascertaining consumption of power for the common areas, utilities and amenities.
4. Renewable Energy:
- a) Solar panel for providing power in the common areas.
 - b) Solar water heater to provide running hot water in each apartment.
5. Fire Safety Installation:
- a) Wet risers and dry risers with wall and other fittings.
 - b) pump for drawing water from the underground water reservoir along with one spare pump and one jockey pump.
 - c) Fire alarms.
 - d) High drains and other accessories.
 - e) Fire Refuge area at the 7th Floor level for evacuating the building inmates during fire break out and other emergencies.
6. Drains:
- a) Drains, Sewers and pipelines from each flat to the pits in the Ground Floor and from pits to master trap.
 - b) Drainage connection from master trap to KMC drain lines.
7. Common Toilets with fittings and fixtures.
8. Land contained in the said Premises.



9. Others: Other areas and installations and/or equipment, if any, as are provided in the Building and/or Premises for common-use and enjoyment of the residents.

PART-II

(Specifications and Facilities as regards construction of the Allotted Apartment and the Building)

- **Structure:** Earthquake resistant RCC Super Structure.
- **Lobby:** Ground Floor Lobby with Italian Marble. Floor Lobby will be Granite / Marble.
- **Staircase:** Staircase with Granite.
- **External Wall Finish:** Tiles / Weather Shield paint and / or Texture Coating finish as per design of the Architect.
- **Flooring:** Italian Marble in Living / Dining Space, Bedrooms, Balcony& kitchen. Skid Resistant vitrified tiles in Toilets.
- **Doors:**
Main Door: Quality wooden frames and hot processed phenol bonded pasted with both side Veneer shutters. Cylindrical Lock and Video Door Phone

Internal Doors: Quality wooden frames and hot processed phenol bonded shutters fitted with Mortis Lock& pasted with both side veneer.
- **Windows:** UPVC Casement Windows.
- **Electricals:** Concealed copper wiring with modular switches, provision for AC points, TV Points, and Telephone socket in Living / dining and all bedrooms. Washing machine point along with provision for inlet / outlet.
- **Toilets:** Tiles up to door height. Hot and cold-water point. Wall hanging WC with concealed cistern and basin of reputed make. Elegant CP fittings of reputed make.
- **Kitchen:** Granite-top platform with stainless steel sink. Glazed tiles dado up to 2ft. above working platform, Provision for Exhaust and Water purifier points.



- **Fire Fighting:** State-of-the-art Fire-Fighting Equipment and all necessary provisions as per Fire-Fighting norms approved by Fire and Safety department.
- **Emergency Evacuation:** In case of fire break out and other emergencies the inmates of the project will be evacuated from the fire refuge area to outside the building and from there to the KMC metallic road.
- **Renewable Energies:** Solar panels and solar water heater for providing running hot water to each apartment.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure including the roof, the Common Areas, facilities and amenities of the Project (including lifts, generator, water pump with motor, firefighting equipment, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and related facilities enjoyed or used by the Allottee in common with other flat owners or serving more than one Apartment and/or other built-up space in the Building and main entrance, and exit, landings and staircases of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.
2. **OPERATIONAL:** All expenses for running and operating all machines, equipment and installations comprised in the Common Areas (including lifts, generator, water pump with motor, fire- fighting equipment, etc.) and also the costs of repairing, renovating and replacing the same.



4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE:** Insurance premium for insurance of the Building including against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Facts about Devolution of Title to the said Premises)

A. Facts about devolution of title to Erstwhile premises No. 75 Pandit Madan Mohan Malaviya Sarani, Kolkata {formerly 75, Chakraberia Road (North), Kolkata} measuring 10 Cottahs 07 Chittacks and 12 Square feet more or less in favour of the Vendor:

1. At all material times, one Soumendra Kumar Neogi was the absolute owner of the said erstwhile premises No. 75, Chakraberia Road (North), Kolkata measuring 10 Cottahs 07 Chittacks 43 Square feet more or less.
2. The abovenamed Soumendra Kumar Neogi, by a Deed of Gift dated 4th September 1982 and registered with the Additional District Sub-



Registrar, Alipore in Book No. I, Volume No. 71, Pages 97 to 104, Being No. 7845 for the year 1982, out of his natural love and affection, granted conveyed and transferred by way of gift, the said erstwhile premises No. 75, Chakraberia Road (North), Kolkata measuring 10 Cottahs 07 Chittacks 43 Square feet more or less to his two unmarried daughters namely Gopa Neogi and Shampa Neogi and three unmarried nieces namely, Rupa Neogi, Rinki Neogi and Pinki Neogi in equal undivided one-fifth share therein absolutely and forever.

3. By a Deed of Conveyance dated 2nd December 2004 and registered with the District Sub Registrar-III, Alipore in Book No. I, Volume No. 10, Pages No. 3427 to 3449, Being No. 4516 for the year 2005, the abovenamed Gopa Neogi (being then married and known as Gopa Ghosh), Shampa Neogi (being then married and known as Shampa Ghosh), Rupa Neogi (being then married and known as Rupa Dutta), Rinki Neogi (being then married and known as Rinki Dey) and Pinki Neogi (being then married and known as Pinki Chowdhury), for the consideration therein mentioned, granted sold conveyed and transferred the said erstwhile premises No. 75, Chakraberia Road (North) (now known and called as 75 Pandit Madan Mohan Malaviya Sarani), Kolkata measuring 10 Cottahs 07 Chittacks 43 Square feet more or less to the Vendor hereto Swastik Projects Private Limited absolutely and forever.
4. Pursuant to Section 405 of the K.M.C. Act, 1980, the Vendor - Swastik Projects Private Limited, by an Indenture dated 1st October 2005 gifted splayed portion of 75, Pandit Madan Mohan Malaviya Sarani, Kolkata-700 020 measuring 2.88 Square Meters or 31 Square Feet and registered the same with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No. 1, Pages 1 to 20, Being No. 09088 for the year 2005.
5. In the premises, the Vendor hereto Swastik Projects Pvt. Ltd. has become the owner of the said erstwhile premises No. 75, Pandit Madan Mohan Malaviya Sarani, (formerly 75, Chakraberia Road (North)), Kolkata measuring 10 Cottahs 07 Chittacks 12 Square feet more or less and its name is duly mutated in the records of the Kolkata Municipal Corporation.

B. Facts about devolution of title to the Divided Demarcated Eastern Part of Erstwhile premises No. 75/1 Pandit Madan Mohan Malaviya Sarani, Kolkata



{formerly 75/1, Chakraberia Road (North), Kolkata} measuring 06 Cottahs 05 Chittacks and 24 Square feet more or less in favour of the Vendor hereto:

1. At all material times, United Church of Northern India was the absolute owner of the entire Erstwhile premises No. 75/1, Chakraberia Road (North), Kolkata found to contain upon actual survey and measurement an area of 12 Cottahs 05 Chittacks 24 Square feet more or less, but documents of title said to contain an area of 13 Cottahs 02 Chittacks more or less.
2. By a Deed of Conveyance dated 14th September 1994 and registered with the Additional District Sub Registrar, Alipore in Book No. I Volume No. 47, Pages 283 to 298 Being No. 2049 for the year 1994, United Church of Northern India, for the consideration therein mentioned, granted sold conveyed and transferred a Divided Demarcated Eastern Part of Erstwhile Premises No.75/1, Chakraberia Road (North), Kolkata 700020 containing an area of 06 Cottahs 05 Chittacks 24 Square feet more or less in favour of Sharma Construction and Investment Private Limited absolutely and forever.
3. By five several Deeds of Conveyance all dated 6th January 1999 and all registered with the Additional Registrar of Assurances-I, Calcutta, the said Sharma Construction and Investment Private Limited, for the consideration therein mentioned respectively, granted sold conveyed and transferred undivided one-fifth part or share of and in the said Divided Demarcated Eastern Part of Erstwhile Premises No.75/1, Chakraberia Road (North), Kolkata 700020 containing an area of 06 Cottahs 05 Chittacks 24 Square feet more or less to each Bharat K. Shah, Bhavna B. Shah, Bhupendra K. Shah, Sumankanta Shah and Nita Shah individually and severally, absolutely and forever, particulars of such five Deeds of Conveyance are mentioned below:
 - (i) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 316 to 331 Being No. 4701 for the year 1999 conveying one-fifth undivided share therein in favour of Bharat K. Shah;
 - (ii) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 300 to 315 Being No. 4700 for the year 1999



conveying one-fifth undivided share therein in favour of Bhavna B. Shah;

- (iii) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 363 to 371 Being No. 4704 for the year 1999 conveying one-fifth undivided share therein in favour of Bhupendra K. Shah.
- (iv) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 347 to 362 Being No. 4703 for the year 1999 conveying one-fifth undivided share therein in favour of Sumankanta Shah;
- (v) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 332 to 346 Being No. 4702 for the year 1999 conveying one-fifth undivided share therein in favour of Nita Shah; and
4. By a Deed of Conveyance on 7th May 2008 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume 23, Pages from 7805 to 7824 Being No. 10925 for the year 2011, the said Bharat K. Shah, Bhavna B. Shah, Bhupendra Shah, Sumankanta Shah and Nita Shah jointly granted sold conveyed and transferred the said Divided Demarcated Eastern Part of Erstwhile Premises No.75/1 Pandit Madan Mohan Malviya Sarani, Kolkata (formerly premises No.75/1, Chakraberia Road (North), Kolkata) containing an area of 06 Cottahs 05 Chittacks 24 Square feet more or less to the Vendor hereto Swastik Projects Private Limited absolutely and forever.
5. In the premises, the Vendor hereto has become the owner of the Divided Demarcated Eastern Part of the said Erstwhile Premises No. 75/1, Pandit Madan Mohan Malviya Sarani, Kolkata (formerly Chakraberia Road (North), Kolkata) measuring 06 Cottahs 05 Chittacks 24 Square feet more or less.
- C. Amalgamation of Premises No. 75/1/A Pandit Madan Mohan Malviya Sarani, Kolkata with the Erstwhile Premises No.75, Pandit Madan Mohan Malviya Sarani, Kolkata:



1. Out of the said 06 Cottahs 05 Chittacks 24 Square feet landed property contained in the said Divided Demarcated Eastern Part of the said Erstwhile Premises No. 75/1, Pandit Madan Mohan Malviya Sarani, Kolkata, landed property measuring 05 Cottahs 15 Chittacks and 13 Square feet more or less was separately reassessed and renumbered by the Kolkata Municipal Corporation as premises No. 75/1/A, Pandit Madan Mohan Malviya Sarani, Kolkata and the name of the Vendor hereto Swastik Projects Pvt. Ltd. was mutated as owner in respect thereof in the records of the Kolkata Municipal Corporation.
2. At the requisition of the Vendor hereto, the said Premises No.75/1/A Pandit Madan Mohan Malviya Sarani, Kolkata measuring 05 Cottahs 15 Chittacks 13 Square feet more or less has been amalgamated and merged with the Erstwhile Premises No. 75, Pandit Madan Mohan Malviya Sarani, Kolkata measuring 10 Cottahs 07 Chittacks 12 Square feet more or less vide Municipal Commissioner Order dated 9th December 2013 and communicated to the Vendor hereto Swastik Projects Private Limited vide Kolkata Municipal Corporation letter No. A/XXV A/069/414 dated 8th May 2014. Upon such amalgamation, the amalgamated premises continued to be numbered as premises No.75, Pandit Madan Mohan Malviya Sarani, Kolkata containing in aggregate an area of 16 Cottahs 06 Chittacks and 25 Square Feet more or less.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(other terms and conditions)

1. Right of allottee to use common areas subject to payment of maintenance charges:

The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter or Association and performance by the Allottee of all his obligations in respect of the terms and conditions herein contained and as specified by the Promoter or the Association from time to time.

2. Additions or Replacements:



As and when any plant and machinery, including but not limited to, DG set, Lifts, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on proportionate as specified by the Association. The Promoter and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

3. Maintenance and Association

- 3.1 Upon completion of the Project, the Promoter will hand over its management for maintenance of the Project to the Association for which the Allottee may be required to execute an agreement ("**Maintenance Agreement**") with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Allotted Apartment or common areas and facilities in the Project.
- 3.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Allottee and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottees.



- 3.3 For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Promoter and upon formation of the Association by the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 1.5% per month will become payable by the Allottee; and (iii) the Promoter/Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment the advance maintenance charges falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

4. Interim Maintenance Period:

- 4.1 During the interim maintenance period between obtaining of the completion certificate of such Project and formation and operationalization of the Association, the Promoter shall through itself or through a facility management company run, operate, manage and maintain the Common Areas.
- 4.2 The maintenance and management of Common Areas by the Promoter will primarily include but not limited to maintenance of water works, common electrical installations, DG Set, driveways, parking areas, lobbies, lifts and staircases, fire detection, AMC's etc.



4.3 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees are bound to follow the same.

4.4 After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

5. Common House Rules:

The Allottee shall abide by and adhere to the Common House Rules specified in **Seventh Schedule** herein.

6. Common Expenses:

The Allottee shall pay on due dates the Common Expenses specified in the **Fourth Schedule [F]** herein.

7. The Promoter shall be entitled to put or allow its group companies or associate concerns to put neon-sign, sign boards or any other advertisement on the Roof of the Building as the Promoter, may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter.

8. Upon construction of the Building the Promoter shall finally identify and demarcate portions of the Common Areas in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.

9. The Allottee may, with the prior consent in writing of the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Allottee of the Allotted Apartment. Any such nomination shall be at the sole risk and costs of the Allottee and shall be subject to the terms conditions, agreements and covenants contained hereunder which shall



thenceforth be observed, fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid nomination shall be payable by the Allottee or its nominee.

10. The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Allottee to the Promoter in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.

11. The Allottee shall be and remain responsible for and to indemnify the Promoter and the Maintenance-in-Charge against all damages costs claims demands and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

12. Unless changed by the Promoter, Messrs. Pankaj Shroff & Company, Advocates of 4 Government Place (North), "Olisa House", 8th floor, Kolkata-700 001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.

13. Unless changed by the Promoter, Mr. Indranil Ghosh of 78 S.P. Mukherjee Road, Kolkata-700026 shall be the Architect for the Project.

14. The Project shall bear the name "**Bodhi**" or such other name as be decided by the Promoter from time to time.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:



PART-I

1. **TAXES AND OUTGOINGS:** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -
 - (a) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereinabove written) to the Maintenance In-charge from time to time. Such maintenance charges will be computed on the basis of actual expenses incurred/to be incurred by the Maintenance In-Charge. The maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and expenses incurred.
 - (b) The charges for provision of back-up power to the extent of 6 Kilo Watts power to be provided to the Allotted Apartment during power failure/load shedding from the Diesel Generator Set. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and be billed accordingly on the Allottee proportionately on the basis of power allotted in the Allotted Apartment or shall be ascertained by such other suitable mechanism as may be so decided by the Promoter or the Maintenance In-charge.
 - (c) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the Kolkata Municipal Corporation Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Premises.



- (d) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances, wholly and if in common with the other Apartment Acquirers, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - (e) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment and the same shall be paid by the Allottee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or any part thereof.
 - (f) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid rates taxes impositions and/or outgoings.
 - (g) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, default or default and the Allottee shall indemnify and keep indemnified



the Promoter and the Maintenance-in-Charge and all other Apartment Acquirers for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.

- 2.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Allottee or from the expiry of two (2) months from the date of the Promoter giving the Notice for Possession to the Allottee in terms of clause 7.2 of Section III hereinabove, whichever be earlier.
- 2.3 It is expressly agreed and understood that so long as the Promoter or its nominee be the Maintenance In-charge, the Allottee shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.
- 2.4 It is clarified that the maintenance charges do not include any major repairs, replacement, renovation, repainting of the main structure and façade of the Project and the Common Areas and Common Facilities, etc. and the same shall be shared by and between the Allottee and the other Apartment Acquirers proportionately.

PART-II
(HOUSE RULES)

1. The Allottee binds himself and covenants:
- (a) to use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any



noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.

- (b) to apply for and obtain at his own costs separate assessment of the Allotted Apartment in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the date of possession.
- (c) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Allotted Apartment at all reasonable times to view and examine the state and condition thereof and to make good all defects decays and want of repair in the Allotted Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- (d) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and other Common Purposes.
- (e) to keep the Allotted Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Building in good and substantial repair and condition so as to support shelter and protect the other Apartments/parts of the Building and not to do or cause to be done anything in or around the Allotted Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Allotted Apartment.
- (f) to keep the Common Areas and Common Facilities, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or



permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the other common areas or other portions of the said Premises.

- (g) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (h) the Allottee shall not park any motor car or any other vehicle at any place in the said Premises (including at the open spaces at the said Premises). No construction or storage of any nature shall be permitted at the Parking Space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
- (i) not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the right of parking car or the Allotted Apartment independent of the other to any other Co-owner of the Building and none else.
- (j) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the Building passing through the Allotted Apartment or the Common Areas facilities and Amenities for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project. Not to carry or caused to be carried any wiring for electricity, broadband connection, cable tv or for any



other purpose by cutting holes in the exterior walls of the allotted apartment or walls of the common areas. Such wiring shall be permitted to pass through only from the electrical ducts.

- (k) not to close or permit the closing of balconies in the Allotted Apartment.
- (l) not to install or keep or operate any generator in the Allotted Apartment or in any Common Areas and Common Facilities
- (m) 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 Project or the said Premises or may cause any increase in the premia payable in respect thereof.

1.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) withhold and stop all other utilities and facilities (including lifts, generators, water etc.,) to the Allottee and his servants, employees, agents, tenants or licensees and/or the Allotted Apartment.
- b) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Allotted Apartment.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

(PAYMENT PLAN OF THE CONSIDERATION FOR ALLOTTED APARTMENT)



The Total Consideration amount of Rs. _____, for the Allotment Apartment mentioned in clause 1.2.1 of the agreement along with applicable GST shall be paid by the Allottee to the Promoter in installments as follows:

PAYMENT SCHEDULE			
Timeline	Percentage of said Total Consideration	GST @5%	Total
On execution of agreement for sale	10% being Rs.	Rs.	Rs.
On completion of piling work	10% being Rs.	Rs.	
On completion of 2 nd floor casting	10% being Rs.	Rs.	
On completion of 4 th floor casting	10% being Rs.	Rs.	
On completion of 6 th floor casting	10% being Rs.	Rs.	
On completion of 8 th floor casting	10% being Rs.	Rs.	
On completion of 10 th floor casting	10% being Rs.	Rs.	
On completion of brickwork	10% being Rs.	Rs.	
On completion of inside plastering of the said Apartment	10% being Rs.		
On notice of Possession (within 7 days)	10% being Rs.		

It is expressly agreed that GST at such rate as be applicable from time to time payable on the Total Consideration for the Allotted Apartment or part thereof



shall be borne and paid by the Allottee to the Promoter with each installment .At present, GST rate is 5% and accordingly the same as such mentioned in this schedule.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name

Address

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

WITNESSES :

1. Signature _____

Name _____

Address _____



2. Signature _____
Name _____
Address _____



DATED THIS DAY OF 2019

BETWEEN

SWASTIK PROJECTS PRIVATE LIMITED

... VENDOR/PROMOTER

AND

.....

... ALLOTTEE

AGREEMENT FOR SALE

(Apartment No. _____)

75 Pandit Madan Mohan Malaviya Sarani,

Kolkata - 700020

