

This Agreement for Sale

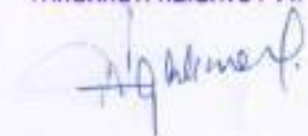
Executed on this

..... day of

20.....

By and Between

SHIVMAHIMA DEVELOPERS PVT. LTD.
MANGALDHAM REALESTATE PVT. LTD.
BRIJDHARA PROPERTIES PVT. LTD.
TILAKRATAN REALTORS PVT. LTD.
PANCHKOTI HEIGHTS PVT. LTD.



Director

- (1) **SHIVMAHIMA DEVELOPERS PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P P.O. GPO P. S. BURRABAZAR Kolkata - 700001 (PAN AASC7009Q);
- (2) **TILAK RATAN REALTORS PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P.O. GPO P. S. BURRABAZAR Kolkata - 700001(PAN AACCT7848Q)
- (3) **BRIJDHARA PROPERTIES PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P.O. GPO P. S. BURRABAZAR Kolkata - 700001 (PAN AAFCB3651G)
- (4) **MANGALDHAM REALESTATE PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P.O. GPO P. S. BURRABAZAR Kolkata - 700001 (PAN AAICM4266B); AND
- (5) **PANCHKOTI HEIGHTS PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P.O. GPO P. S. BURRABAZAR Kolkata - 700001(PAN AAHCP0162C)

All represented by their Director, SRI VIKASH AGARWAL son of LATE TILAKRAJ AGARWAL residing at 1 MERLIN PARK FLAT 3C KOLKATA-700019 (PAN ADAPA3300Q)

hereinafter collectively referred to as the "Promoter" and/or "Developer", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their successors in office, successors in interest and assigns) of the ONE PART.

AND

_____ hereinafter called the "ALLOTTEE" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include _____) of the SECOND PART.



The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

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

WHEREAS :

- A. One Munsif Mojahar Ali and Ahmed Ali were joint owners of land measuring about 1 Bigha 14 Cottahs 12 Square Feet be the same a little more or less togetherwith structures standing therein comprised in Mouza Gobra, Dihi Panchannogram, P. S. Beniapukur, Division IV, Sub Division 'O', Sub Registry Office Sealdah, District 24 Parganas.
- B. Sometimes in the year 1919 the said Munshi Mojahar Ali and Ahmed Ali sold and transferred the said entire plot of land to one Tinkari De Sarkar and Nagendra Nath De Sarkar who upon becoming the owners thereof also applied for mutation and caused their names to be recorded in the office of the Collector, 24 Parganas.



- C. By a Deed of Partition dated 29th March, 1932 made and executed by and between the said Tinkari De Sarkar and Nagendra Nath De Sarkar, various properties including the aforesaid land were partitioned and pursuant to such partition the said plot of land came to be exclusively allotted to Tinkari De Sarkar who became the sole and absolute owner thereof.
- D. By a deed of sale dated 9th March, 1932 the said Tinkari De Sarkar sold and transferred the said plot of land to one Bata Krishna Das who upon such purchase became the absolute owner thereof and also applied for mutation and caused his name to be recorded with the concerned land and revenue authorities.
- E. The said Bata Krishna Das during his life time transferred a portion of the said land to one of his sons Manmotho Das and retained the balance in his own name.
- F. The said Bata Krishna Das, died intestate in the year 1939, leaving behind his two sons, the said Manmotho Das and one Gopi Nath Das as his only legal heirs and successors.
- G. In a suit for partition being T. S. No. 42 of 1942 between the said two sons Manmotho Das and Gopi Nath Das, a compromise decree dated 21st December, 1942 came to be passed whereby and whereunder the said entire plots of land was demarcated and partitioned into two lots being Lots A & B and a common passage measuring about 2 Cottahs 04 Chittacks and 12 Square Feet was carved out for access, use and enjoyment of the said two lots, one each of the said lots being allotted to the said two sons.
- H. Subsequent thereto, the said Manmotho Das and Gopi Nath Das sold various portions of their respective allotments to one Prabhawati Dasi, one Sk. Sentu Sardar and one Panu Bhuiyan.
- I. By a Bengali sale deed dated 22nd March, 1948 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 20 at pages 158 to 163 Being No.



792 of 1948, the said Prabhawati Dasi wife of Lalit Mohan Kumar sold and transferred an area of 14 Cottahs 8 Chittacks forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of one Bhagwan Chandra Khatick.

- J. By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. 1 Volume No. 2 Pages 1210 to 1215 Being No. 292 of 1949, the said Sk. Sentu Sardar sold and transferred an area of 10 Cottahs forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
- K. By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. 1 Volume No. 10 Pages 74 to 77 Being No. 293 of 1949, the said Panu Bhuiyan sold and transferred an area of 02 Cottahs forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
- L. By another Bengali sale deed dated 5th march, 1953 and registered at the office of the S. R. Sealdah in Book No. 1 Volume No. 10 Pages 288 to 292 Being No. 546 of 1953, the said Manmotho Nath Das sold and transferred an area of 05 Cottahs forming part of Premises No. 25/1, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
- M. Thus the said Bhagwan Chandra Khatick became the absolute owners of the entire plot of land measuring about 34 Cottahs 00 Chittack 12 Square Feet be the same a little more or less together with the structures standing thereon and also including the common passage so earmarked under the compromised decree dated 21st December, 1942.



- N. The said Bhagwan Chandra Khatick died intestate on 20th February 1969 leaving behind surviving him 2 sons namely Murari Mohan Khatick, Madan Mohan Khatick, one daughter namely Phul Kumari Khatick and the heirs of his pre-deceased daughter Jay Laxmi Khatick who inherited his entire estate including the said property.
- O. The said Murari Mohan Khatick had two wives namely Piyari Khatick and Saro Khatick. The said Murari Mohan Khatick died intestate on 31st July, 1984 leaving behind surviving, out of the wedlock of the first wife Piyari Khatick, since deceased his 2 (two) sons namely Ram Krishna Khatick and Bharat Khatick and 5 (five) daughters namely Sabitri Sonker, Deepa Sonker, Punam Sonker, Anusuya Khatick and Sunita Agarwal AND his second wife, the said Smt. Saro Khatick and from such wedlock 4 (four) sons and 6(six) daughters namely, Satrugan Khatick, Durga Khatick, Shambhu Khatick, Guru Pado Khatick, Kamla Khatick, Uma Sonker, Usha Rana, Tara Sonker, Lakshmi Khatick and Lata Prasad.
- P. The said Madan Mohan Khatick died intestate on 23rd March, 1992, leaving behind surviving him his wife Sita Khatick, 2 sons namely Amal Khatick and Gopal Khatick and 2 (two) daughters Saraswati Sonkar and Chaya Khatick and also the heirs of his predeceased son Kamal Khatick and Bimal Khatick. The said Kamal Khatick had died intestate on 3rd May, 2011, leaving behind surviving him his wife Mina Khatick and two sons Biswajit Khatick and Arjun Khatick. The said Bimal Khatick had died intestate on 2nd June, 2001 leaving behind surviving him his wife Rita Khatick and one daughter Supriya Khatick.
- Q. The said Phul Kumari Khatick died on 26th November, 2011 intestate leaving behind surviving her Rajen Khatick, Bijen Khatick, Subhash Khatick, Sanjay Khatick, Gouri Sonkar, Gayatri Khatick, Sima Khatick, the heirs of her predeceased son Ratank Khatick namely Savitri Khatick and Chandan Khatick



and also Kaushalya Das as also the heir of her predeceased daughter Sumitra Rana namely Purnima Hari.

- R. The said Jay Laxmi Khatick had predeceased her father, the said Bhagwan Chandra Khatick on 9th April, 1968, intestate, and is survived by her only son, Gokul Khatick as her only legal heir, her husband late Nanda Kumar Khatick having died intestate on 31st January, 1998.
- S. The aforesaid heirs of the Bhagwan Chandra Khatick, who inherited the said property, being 40 in number, by 5 several deeds of conveyances, all dated 10th May, 2013 and all registered as in the office of the DSR – III, Alipore, South 24 Parganas, all in Book No. I, having (a) CD Volume No. 9 at Pages 4059 to 4109 Being No. 04 566 of 2013; (b) CD Volume No. 9 at Pages 4008 to 4058 Being No. 04567 of 2013; (c) CD Volume No. 9 at Pages 4110 to 4160 Being No. 04 568 of 2013; (d) CD Volume No. 9 at Pages 3957 to 4007 Being No. 04569 of 2013; and (e) CD Volume No. 9 at Pages 4214 to 4264 Being No. 04597 of 2013; sold conveyed and transferred unto and in favor of the said Panchkoti Heights Pvt. Ltd., Tilak Ratan Realtors Pvt. Ltd., Brijdhara Properties Pvt. Ltd., Mangaldham Realestate Pvt. Ltd. And Shiv Mahima Developers Pvt. Ltd., respectively, being the Promoter herein, the said property including the common passage so earmarked under the compromised decree dated 21st December, 1942 being ALL THAT the piece and parcel of land measuring out 34 Cottahs 00 Chittack 12 Square Feet be the same a little more or less being Municipal Premises Nos. 25, Dr. Ambedkar Sarani, Kolkata (previously known as Huges Road) within P. S. Topsia under Ward No. 59 (previously Ward No. 61) in Borough No. VII of the Kolkata Municipal Corporation together with the structures standing thereon (which is morefully mentioned and described in the First Schedule written hereunder).



- T. The Promoter thereafter applied for and caused its name to be recorded and mutated in the records of the Kolkata Municipal Corporation as the owner of the said premises. The Kolkata Municipal Corporation vide its **sanction plan No. 2014070216 dated 20.03.2015** read with revised **sanction plan No. 2019070164 dated 19.03.2020** sanctioned a building in respect of the said premises for construction of a residential complex at the said premises. The said project has been named and shall be known as Elysium ("Project");
- U. The Allottee had applied for an apartment in the Project vide application no. dated ***** and has been allotted apartment no. ***** having carpet area of ***** square feet, type *****, on ***** floor in Tower no. ** ("Building") along with ***** Car Parking Space on the ***** Floor being ***** Parking no. *** admeasuring ***** square feet, as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defined under clause (m) of section 2 of the Act and also hereinafter (hereinafter referred to as the "Apartment" more particularly described in Second Schedule and the floor plan or the apartment is annexed hereto and marked as Annexure 1).
- V. Prior to commencement of the Act, the Promoter had commenced construction and has also entered into agreements for sale of various Units within the Project. The Allottee being aware of the same and agreeing to abide by the terms and conditions and the other rights and duties of the Allottee towards the other co-allottees of the Project, and having gone thorough and accepted the standard agreement for sale executed by the Promoter prior to the commencement of the Act, has agreed to acquire the said Unit.
- W. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.



- X. The Allottee is satisfied that 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 land on which Project is to be constructed have been completed.
- Y. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide its approval dated **20.03.2015** bearing registration no. **2014070216** and accordingly the Developer has been carrying on construction thereat;
- Z. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- AA. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- BB. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- CC. 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 Apartment and the garage/covered parking (if applicable) as specified in Second Schedule.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:



1. **TERMS :**

- 1.1. Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in Second Schedule
- 1.2. The Total Price for the Apartment based on the carpet area is **Rs. ***** (Rupees *****only) ("Total Price")** described in the Fifth Schedule together with applicable GST and other Taxes. GST in addition to the Total Price is Rs. *****/-
- 1.3. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment upto the date of the handing over the possession of the Apartment to the Allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;
- 1.4. The Allottee hereby agrees that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification. Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- 1.5. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in the Fifth Schedule and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the



Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- 1.6. The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Clause 7.7 read with Fifth Schedule and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.
- 1.7. The Total Price is escalation free, save and except increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time and any other costs/charges agreed upon between the parties, which the Allottee hereby agrees to pay. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.8. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.



- 1.9. The allottee(s) shall make the payment as per the payment plan set out in PART-II of the Fifth Schedule and on the terms and conditions herein recorded ("Payment Plan"). The Allottee has verified the construction status and has confirmed that ____% payment is due and payable as per payment plan;
- 1.10. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 1% per annum for the period by which the respective instalment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.11. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Part - I and Part II of Third Schedule in respect of the Apartment, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.12. The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after the construction of the building is complete and the occupancy certificate has been granted by the competent authority, by furnishing details of the charges, if any, in relation to such carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is



any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Fifth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in this agreement. It is hereby agreed that the Architect's computation shall be final and binding on the parties. ARCHITECTS shall mean ESPACE Architects of No. 35 A, Dr. Sarat Banerjee Road, Kolkata - 700029 or such other Architects as may be appointed by the Developer from time to time for the Building.

1.13. Subject to the other terms and conditions herein the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the common areas. Since the share interest of Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and



- includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot, as the case may be, upon prior mutually fixed appointment and subject to safety norms.

1.14. It is made clear by the Promoter and the Allottee agrees that the Apartment along with servant's quarter and the garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land 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 accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.15. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project, if any). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon (if any) before transferring the Apartment to the Allottee(s), 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 therefore by such authority or person.

- 1.16. The Allottee has paid a sum of Rs. ***** (Rupees ***** only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan Part – II of the Fifth Schedule as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan (through account payee cheque/ demand draft/ banker's cheque or online payment as applicable) in favour of Shiv Mahima Developes Pvt. Ltd. payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1. The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 Reserve Bank of India Act, 1934 and the Rules and



Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under 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 para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**



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

5. **TIME IS ESSENCE :**

- 5.1. 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** Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.
- 5.2. Similarly the Allottee shall also be liable to make payments and discharge all the obligations by the Time schedule agreed upon between the parties to enable completion of the Project.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement as also the right title interest of the Developer as also all other permissions 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 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1. Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within **18.03.2025** unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days



from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. The Allottee also understands and undertakes timely discharge of obligations of the Allottee so to enable timely completion of the Project and delivery of possession in terms hereof.
- 7.3. The Allottee further agrees and undertakes that the Allottee shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding the delivery of possession of the said Unit to the Allottee in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building or the said premises or the sale or transfer of the other Units in the building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee or because of any act or omission on the part of the Allottee, the Developer is restrained from construction of the Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Developer may have, the Allottee shall be liable to compensate and also indemnify the Developer for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Developer.
- 7.4. **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the



possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate.

- 7.5. Upon such possession being offered, and the Developer having given a notice thereof to the Allottee the Allottee shall be obliged to, within 15 days of such service, pay the entire balance consideration, if any, and all other amounts and deposits payable by the Allottee to the Developer for sale of the said Unit and fulfil all his other obligations and covenants hereunder and complete the purchase and take possession of the said Unit. In case the allottee fails neglects or avoids to take possession in terms of the notice to be issued by the Developer, it shall be deemed at the expiry of 15 days from the service of said notice that possession has been delivered by the Developer to the allottee for the purposes of commencement of liability of taxes, maintenance and other outgoing charges pertaining to the said Unit and the date of commencement of liability shall thus be date of such deemed possession.
- 7.6. The conveyance deed in favour of the Allottee shall be offered and carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee Association at the time of conveyance of the same.
- 7.7. **Failure of Allottee to take possession of Apartment** : Upon receiving a written intimation from the Promoter in terms hereof, the Allottee shall take possession of the Apartment from the Promoter by executing necessary



indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as hereinabove, such Allottee shall continue to be liable to pay maintenance charges and other outgoings as specified herein on and from the date of expiry of the period mentioned in the notice.

- 7.8. **Possession by the Allottee** : After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 7.9. **Cancellation by Allottee**- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee (s) within forty-five days of such cancellation. The same shall not carry any interest thereon.

- 7.10. **Compensation** : The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act.



7.11. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project created by the Promoter save and except Project Finance obtained from LICHFL. The



Promoter is entitled to sell the said Apartment to Allottee. The Promoter shall be solely responsible to repay the said Project Loan of LICHFL;

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and 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 land, Building, and 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, title and interest of the Allottee(s) 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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent case may be;



- (x) The Schedule Property is not the subject matters 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 Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, '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 herein, 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 the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the 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 for the delayed period; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:
- (iii) Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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



- (i) In case the Allottee(s) fails to make payments for 2 consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules until actually paid or the agreement coming to an end pursuant to expiry of termination notice in terms hereof.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

10. CONVEYANCE OF THE SAID APARTMENT/ PLOT :

- 10.1. The Promoter, on receipt of Total Price of the Apartment/ Plot as per Para 1.2 under the Agreement from the Allottee alongwith other deposits, costs, charges, interest, etc, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee;
- 10.2. The conveyance deed in favour of the Allottee shall be offered by the Promoter within three months from the date of issue of occupancy certificate. However, in case the Allottee(s) fails to deposit the stamp duty,



and/or registration charges and the agreed charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

10.3. The conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions restrictions etc., as be drawn by the Advocates and the Allottee shall execute the same without raising any objection Provided That the Allottee shall be entitled to seek reasonable clarifications thereon.

10.4. The Allottee shall in case of failure to obtain conveyance deed within the aforesaid period of 3 months from the date of the Completion Certificate, become liable to make payment of administrative charges of Rs. 20/- per square feet per month or part thereof for delay beyond 3 months.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance upto the date of handover of possession of the Apartment has been included in the Total Price of the Apartment. The Allottee undertakes that the Allottee shall pay maintenance and all other outgoings in respect of the Apartment irrespective of handover of the maintenance by the Association of allottees, irrespective of any thing else.

12. DEFECT LIABILITY :



It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, subject to normal wear and tear and subject to the Allottee not being negligent in maintaining the property, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that any such defect being pointed out shall not be ground to withhold payment of maintenance and other charges by the Allottee.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance OR the Agency/Association of allottees, as the case may be, shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter or the 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 Basement(s) and service areas:- The basement(s) and service areas, if any, as located within the (Project name), shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :

15.1. Subject to the other terms and conditions of this Agreement, the Allottee shall, after taking possession, be solely responsible to maintain the 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 Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, 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 grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the



exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the 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 wall of the Apartment.

- 15.3. The Allottee shall plan and distribute its electric load in conformity with the electrical systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of Allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4. The Promoter agree and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- 15.5. The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Allottee has not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his obligations and covenants herein contained.
- 15.6. Save the said Unit, the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or the lawn/open space at the said premises.
- 15.7. The Allottee shall not make any additions or alterations in the Unit as may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and/or to cause any structural damage or encroachment on the structures of the buildings in the complex;



- 15.8. The Allottee shall not sub-divide or demolish any structures of the Unit or portion thereof or cause to make any new construction in the said Unit without prior approval and consent of the Developer or the concerned authority. The Allottee shall not change the color or façade of the outer walls of the Unit;
- 15.9. The Allottee shall be responsible to maintain the Apartment with timely repairs of the wear and tear. Failure of the Allottee to maintain the Apartment shall exonerate the Promoter from the defect liability clause.
- 15.10. The Allottee or any other person occupying the said Unit, in any capacity whatsoever, shall not be entitled to cause or carry out any Animal Slaughter in the said Unit or any part of the said Residential project. This covenant is accepted by the Allottee and his Successors in Interest in supersession of any custom, religious practice or otherwise. While fully understanding and accepting this position the Allottee has entered into this agreement.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been



approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the *relevant acts*.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within (30) thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, if so decided by and in such case as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the



date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND :**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case



of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan including waving 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 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 remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.



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

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

27. **FURTHER ASSURANCES:**

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

28. **MISCELLANEOUS :**

- 28.1. In the Agreement, COMMON AREAS AND INSTALLATIONS shall mean the common areas installations and facilities in and for the premises mentioned and specified in PART-I of the THIRD SCHEDULE hereunder written and expressed by the Developer for common use and enjoyment of the Co-owners BUT shall not include the car parking spaces, servants quarters and other open and covered spaces at the Premises and the Building which is not to be so included in the common areas and installations.



28.2. In the Agreement, COMMON EXPENSES / MAINTENANCE EXPENSES shall mean and include all expenses for the maintenance management upkeep operation and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the co-owners and all other expenses for the common purposes (including those mentioned in the FOURTH SCHEDULE hereunder written) to be contributed and shared by the Co-owners.

28.3. Since the project is an ongoing project and several agreements have already been entered by the Developer with several Flat Allottees, the following expenses, which the Developer has agreed to provide on actual is not included in the Total Price and shall be recovered in the same manner from the Allottee as has been agreed by the Developer with the existing Flat Allottees of the Project:

- i. Generator Power Rs. 25,000/- per KVA and shall be payable at the time of possession;
- ii. Transformer, CESC Security Deposit and Electrical Expenses - as per actual to be determined by the Promoter and shall be payable at the time of possession;
- iii. Formation of Maintenance Company / Association @ Rs. 10,000/- per Unit, and shall be payable at the time of possession;
- iv. Maintenance Deposit @ Rs. 2.50/- per square feet per month, for one year and shall be payable at the time of possession;
- v. Sinking fund @ Rs. 30.00/- per square feet and shall be payable at the time of possession.



- vi. Legal charges – Rs. 15/- per square feet of super built up area, on agreement payable @ Rs. 7.50/- per square feet & on conveyance payable @ Rs. Rs. 7.50/- per square feet (subject to final measurement);
- vii. Deviations permissible Under Rule 25 of KMC Building Rules, 1990- RS.40/- per square feet and shall be payable at the time of possession;
- viii. It is clarified that in case VAT or Service Tax or any other such statutory levies be applicable on any of the above, the same shall be payable in addition to the same.


28.4. Until the Allottee has made payment of the Total Price as also all other payments required to be made under this Agreement and has obtained conveyance, the Allottee shall not be entitled to deal with or enter into any agreement for lease or tenancy or otherwise alienate the Unit or part with possession of the Unit in any manner whatsoever.

28.5. The Allottee shall regularly and punctually pay to the Promoter or the Maintenance company / Society, as the case may be, with effect from the Date of Commencement of Liability, all outgoings including, inter alia, the following:

28.5.1. Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the Kolkata Municipal Corporation Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter or the Maintenance Company, proportionate share of all such rates and taxes assessed on the said premises;

28.5.2. All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Project as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the said Unit and proportionately in case the same relates to the Project or the said premises as a whole;



- 28.5.3. Proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Promoter or the Maintenance company from time to time. It is clarified, recorded, confirmed and agreed that the Promoter shall not be liable to pay or contribute towards maintenance charges in respect of the units that may remain unsold in the hands of the Promoter;
- 28.5.4. 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;
- 28.5.5. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter or the Maintenance company. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box in the building earmarked for the said Unit or sent by email.
- 28.6. In case of Default of payments to be made by the Allottee, the Promoter shall be entitled to adjust the same with costs, interest and expenses on such outstanding amounts against the Maintenance Deposit made by the Allottee to the Promoter.
- 28.7. At the time of handing over the charge to the Maintenance Company / Society, the Promoter shall also transfer the residue then remaining of the Maintenance Deposit made by the Allottee (without any interest accrued thereon) after adjusting all amounts then remaining due and payable by the Allottee and the amounts thus transferred shall be held by the Maintenance Company / Society to the account of the Co-owners respectively for the purpose thereof and the Allottee and the other parties hereto and the Maintenance Company / Society shall remain liable to indemnify the Promoter for all liabilities due to non fulfillment of their respective obligations by the Allottees and also for all liabilities claims and demands arising in course of the maintenance management
- 

upkeep and administration of the said premises by the Maintenance Company / Society (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the said premises).

- 28.8. Furthermore, with effect from date of formation of the Maintenance Company / Society and its taking charge of the acts relating to the common purposes, all the employees of the Promoter having appointment as on such date for the common purposes such as watchmen, security men, caretaker, sweeper, etc., shall be employed and/or absorbed by the Maintenance Company with continuity of service with effect from such date.
- 28.9. The Allottees or any other person occupying the said Unit, in any capacity whatsoever, shall not be entitled to cause or carry out any Animal Slaughter in the said Unit or any part of the said Residential project. This covenant is accepted by the Allottees and his Successors in Interest in supersession of any custom, religious practice or otherwise.
- 28.10. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottees shall not be construed as waiver of any breach or non-compliance by the Allottees nor shall the same in any way or manner prejudice the rights to the Promoter.
- 28.11. The complex shall bear the name "ELYSIUM" and no Allottee or the Association shall have any right to change the same.

29. **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 Registering Authority 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 concerned Registering Authority.

30. **NOTICES:**



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

*****	*****
At the registered office presently at *****	*****

It shall be the duty of the Allottee to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEE:

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

32. SAVINGS:



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

33. **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 rules and regulations made thereunder including other applicable laws of India for the time being in force.

34. **DISPUTE RESOLUTION:**

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act, 1996.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said premises)

ALL THAT the piece and parcel of Bastu land measuring about 34 (thirty four) Cottahs 00 (zero) Chittacks and 12 (twelve) square feet of land being Municipal



Premises Nos. 25, Dr. Ambedkar Sarani, Kolkata (previously known as Huges Road) within P. S. Topsia under Ward No. 59 (previously Ward No. 61) in Borough No. VII of the Kolkata Municipal Corporation butted and bounded in the following manner:

- ON THE NORTH: Partly by premises No. 23/S Dr. Ambedkar Sarani;
Partly by Premises No. 23-S/1A, Dr. Ambedkar Sarani; Partly by
Premises No. 23A/1B Dr. Ambedkar Sarani & Partly by Premises
No. 23A/1, Dr. Ambedkar Sarani;
- ON THE EAST: By KMC Road known as Dr. Ambedkar Sarani;
- ON THE SOUTH: Partly by Premies No. 27 Dr. Ambedkar Sarani & Partly vacant
land;
- ON THE WEST: Partly by Premises No. 23A/1 Dr. Ambedkar Sarani &
Partly by Premises No. 23A/3 Dr. Ambedkar Sarani;

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




THE SECOND SCHEDULE ABOVE REFERRED TO:**(Unit)**

ALL THAT the Residential Flat No. ____ on the ____ Floor together with Servant's Quarter No. ____ on the ____ Floor, to contain in aggregate a super built-up area of ____ (____) Square Feet equivalent to Carpet Area of ____ (____) Square Feet more or less within the residential complex under construction at or within the said premises described in the First Schedule hereinabove written.

TOGETHER WITH the extended Terrace attached with the said residential flat No. ____ on the ____ Floor to contain by measurement super built up area of ____ square feet equivalent to Carpet Area of ____ (____) Square Feet be the same a little more or less.

TOGETHER WITH the right to park ____ medium sized motor car on the ____ floor, having Carpet Area of ____ (____) Square Feet covered area as may be allotted by the Promoter.

TOGETHER WITH the Divided and demarcated area of Roof on the rooftop of the Top Floor to contain by measurement carpet area of ____ square feet be the same a little more or less.



THE THIRD SCHEDULE ABOVE REFERRED TO**PART - I****(Common Areas and Installations)**

1. Entrance and exit gates of the said premises.
2. Paths passages and driveways in the said premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for use of any Co-owner.
3. The staircases of the buildings along with their full and half landings with stair covers on the common area at the ultimate roof. The common areas will be well decorated and finished with marble or granite or vitrified tiles or equivalent flooring.
4. Roof Area demarcated for the common use by the Promoter;
5. Landscaped Garden;
6. Air Conditioned fully equipped Gymnasium;
7. Swimming pool;
8. Air-conditioned community hall with attached kitchen;
9. High end passenger lifts along with lift shafts and the lobby in front of it on typical floors and Lift machine room.
10. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent required for running light and fan during power failure and generator room in the ground floor of the building.
11. Effective Fire fighting system designed to retard fire spread.



12. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different flats.
13. Water waste and sewerage evacuation pipes from the Flats to drains and sewers common to the building and from the building to the municipal drain, Garbage Chute.
14. Round the clock security with surveillance camera in all common areas with security staff room.
15. Common toilets in the Ground Floor.
16. Intercom facility.
17. Jogging Track.
18. Children's play area.
19. Boundary walls.
20. Transformer, Electric Room, Electrical fittings, staff room, maintenance office etc.
21. Any other common amenities installed by the Promoter specifically for common use;

PART - II

SPECIFICATIONS

- | | | |
|----------|--------------------|---|
| 1 | STRUCTURE | Pile Foundation Earth Quake Resistant RCC Structure |
| 2 | WALL FINISH | Inside : POP/Putty

Outside : Combination Of Cladding and/or High Quality Cement/Textured Paint |



3 FLOORING

- a) **Bed room, Dining / living room, kitchen** Vitrified Tiles
- b) **Toilet & Kitchen dado** Glazed Ceramic Tiles Till Door Height For Toilets And 2' 0" Above Counter In Kitchen
- c) **Toilet floor.** Antiskid Ceramic Tiles

4 KITCHEN

Granite Counter With Stainless Steel Sink
Electrical Points For Refrigerator, Water Filter And Exhaust Fan

5 TOILET

C.P Fittings And Sanitary Fittings Of Reputed Quality
Electrical Points For Geyser And Exhaust Fan
Plumbing Provision For Hot/Cold Water Line

6 WINDOWS

Casement Windows With Inbuilt Grills

7 DOORS

Painted Hush Doors With Cylindrical Locks
Both Sides Laminated Main Door With Night Latch

8 ELECTRICAL

Provision For Ac Power Points In All Bedrooms, Living And Dining



Cable TV, Telephone Wiring In Living/Dining

Adequate Electrical Points In All Bedrooms, Living / Dining, Kitchen & Toilets

Washing Machine Point

Modular Switches Of Good Make

Intercom Facility

- | | | |
|----|-------------------|---|
| 9 | DG BACK UP | Provision for 750 Watts in 3BHK and 1000 Watts for 4BHK Flats |
| 10 | ELEVATORS | 15 Pax Automatic Lifts of Reputed Brand |

Part - III

(Period of construction of Unit)

The Unit described in the SECOND SCHEDULE hereinabove written is to be constructed and completed within **18.03.2025**. Provided that in case if it be so required by the Developer the time for completion shall stand extended by a further period of six months thereafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO:



(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said building and enjoyed by the co-owners in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the entertainment / fitness areas or the air-conditioned hall, Swimming Pool Gymnasium etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.



4. TAXES: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. INSURANCE: Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. COMMON UTILITIES: Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
8. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance Company for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Consideration / Total Price)

The consideration payable by the Allottee to the Developer for sale of the said Unit shall be as follows:-

Sl. No.	Towards the amount payable for:	Amount in Rupees



1.	The residential flat	*****
2.	The car parking	*****
3.	The Servant Quarter	*****
	Total amount	*****

Alongwith applicable GST

PART-II
(Instalments)

- A. The amount mentioned in PART-I of this Schedule shall be paid by the Allottee to the Developer in instalments as follows:

BOOKING	Rs. 5 Lacs
ON AGREEMENT	20% (LESS Rs. 5 LACS)
ON COMPLETION OF DECK	10%
ON COMPLETION OF 2 ND FLOOR ROOF CASTING	5%
ON COMPLETION OF 5 TH FLOOR ROOF CASTING	10%
ON COMPLETION OF 8 TH FLOOR ROOF CASTING	5%
ON COMPLETION OF 11 TH FLOOR ROOF CASTING	10%
ON COMPLETION OF 13 TH FLOOR ROOF CASTING	5%



ON COMPLETION OF BRICKWORK AND PLASTER	15%
ON POSSESSION	BALANCE

Along with Applicable GST

B. Additional Payments on Possession:

- i. Generator Power Rs. 25,000/- per KVA and shall be payable at the time of possession;
- ii. Transformer, CESC Security Deposit and Electrical Expenses - as per actual to be determined by the Promoter and shall be payable at the time of possession;
- iii. Formation of Maintenance Company / Association @ Rs. 10,000/- per Unit, and shall be payable at the time of possession;
- iv. Maintenance Deposit @ Rs. 2.50/- per square feet per month, for one year and shall be payable at the time of possession;
- v. Sinking fund @ Rs. 30.00/- per square feet and shall be payable at the time of possession.
- vi. Legal charges – Rs. 15/- per square feet of super built up area, on agreement payable @ Rs. 7.50/- per square feet & on conveyance payable @ Rs. Rs. 7.50/- per square feet (subject to final measurement);
- vii. Deviations permissible Under Rule 25 of KMC Building Rules, 1990-RS.40/- per square feet and shall be payable at the time of possession;
- viii. It is clarified that in case VAT or Service Tax or any other such statutory levies be applicable on any of the above, the same shall be payable in addition to the same.

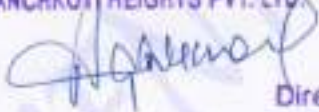


IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

By the **DEVELOPER** at Kolkata
in the presence of:

SHIVMAHIMA DEVELOPERS PVT. LTD.
MANGALDHAM REALESTATE PVT. LTD.
BRIJDHARA PROPERTIES PVT. LTD.
TILAKRATAN REALTORS PVT. LTD.
PANCHKOTI HEIGHTS PVT. LTD.


Director

SIGNED SEALED AND DELIVERED

By the **ALLOTTEE** at Kolkata
in the presence of:

SIGNED SEALED AND DELIVERED

By the **CONFIRMING PARTY** at
Kolkata in the presence of:



RECEIVED of and from the within named Allottee the sum of Rs. _____/- (Rupees _____) only towards and being in part payment of the total agreed consideration amount payable by the Allottee to the Developer, as per Memo below:

MEMO OF CONSIDERATION

Serial No.	Cheque / D. D. No.	Dated	Drawn on	Amount in Rs.

(Promoter)

Witnesses:

1.

2.

Drafted by me

(Aditya Kanodia)
Advocate, High Court, Calcutta
Enrolment No. : F/889/2006

