

### **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** made on this \_\_\_\_\_ day of \_\_\_\_\_ 2021,

**BETWEEN**

1) **JAGRITI TOWERS PRIVATE LIMITED**, having **PAN AABCJ5699L**, having **CIN \_\_\_\_\_**, a company within the meaning of the Companies Act, 2013 having its registered office at Premises No. 2B, Mahendra Road, Post Office-Bhowanipore, Police Station-Bhowanipore, Kolkata-700 025, represented by its directors Smt. Sonam Bajoria, wife of Amit Bajoria, having PAN AHCPB2460Q, having Aadhar No. \_\_\_\_\_, residing at Premises No.2/2A, Mahendra Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata 700025, and Miss Priyanka Trivedi daughter of Jay Narayan Trivedi having PAN AMSPT8284B, having Aadhar No. \_\_\_\_\_, having Mobile No. \_\_\_\_\_, residing at Premises No.7C, Priyanath Mullick Road, Post Office. Bhowanipore, Police Station. Bhowanipore, Kolkata-700025 (2) **PASTEL VANIJYA PVT. LTD.** having **PAN AAECPO892J**, having **CIN \_\_\_\_\_** a company within the meaning of the Companies Act 2013 having its registered office at Premises No. 2B, Mahendra Road, Post Office Bhowanipore,



Police Station-Bhowanipore, Kolkata-700 025, represented by its directors Smt. Sonam Bajoria, wife of Amit Bajoria, having PAN AHCPB2460Q, having Aadhar No. \_\_\_\_\_, having Mobile No. \_\_\_\_\_, residing at Premises No.2/2A, Mahendra Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata 700025 and Mr. Sumanta Chakraborty son of Subal Chakraborty, having PAN AEWPC5401P, having Aadhar No. \_\_\_\_\_, having Mobile No. \_\_\_\_\_ residing at Premises No. 23, Janata Sarani, Uttarpara, Kotrung (M), Hooghly, Hindmotor, Post. Office Hindmotor, Police Station Uttarpara Pin-712233 hereinafter jointly referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors successors-in-interest and assigns) of the **ONE PART**:

[AND]

[If the Allottee is an individual]

\_\_\_\_\_, Aadhaar No. \_\_\_\_\_, having PAN \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Pin Code \_\_\_\_\_, and \_\_\_\_\_, Aadhaar No. \_\_\_\_\_, having PAN \_\_\_\_\_, daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Pin Code \_\_\_\_\_, hereinafter jointly referred to as the **ALLOTTEE(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**

[OR]

[If the Allottee is a company]

\_\_\_\_\_, having (PAN [\_\_\_\_\_] having (CIN \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [\_\_\_\_\_] Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, represented by its Director/Authorized signatory \_\_\_\_\_, son/wife/daughter of \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_ having Mobile No. \_\_\_\_\_ residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, duly authorized vide board resolution dated [\_\_\_\_\_], hereinafter referred to as the **"ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor, successor-in-interest, and assigns), of the **OTHER PART**.



[OR]

[If the Allottee is a Partnership]

[\_\_\_\_\_], a partnership firm registered under the Indian Partnership Act, 1932 having PAN \_\_\_\_\_, carrying on business at \_\_\_\_\_ Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, represented by its partner \_\_\_\_\_ having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_ having Mobile No. \_\_\_\_\_ residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_ hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partners of the said partnership business and such other person or persons who may be taken in or admitted for the benefit of the said partnership, their respective heirs, executors, administrators, legal representatives and assigns), of the **OTHER PART**.

[OR]

[If the Allottee is a HUF]

\_\_\_\_\_, son of \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhar \_\_\_\_\_], having Mobile No. \_\_\_\_\_, residing at \_\_\_\_\_, for self and as the Karta of the Hindu Undivided Family \_\_\_\_\_ HUF, having PAN \_\_\_\_\_, having its office at \_\_\_\_\_ Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its co-parcener or co-parceners and each of their respective heirs, executors, administrators and legal representatives) of the **OTHER PART**.

The VENDORS and Allottee (s) shall hereinafter collectively be referred to as the "parties" and individually as a "party".

**A. 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) as amended and/or substituted;
- (b) **ADVOCATES** - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the VENDORS inter alia, for preparation of this agreement and Conveyance for transfer of the Apartment.



- (c) **ARCHITECT** - shall mean Anjan Ukil of P-523, Raja Basanta Roy Road, Kolkata - 700 029 and/or any such person or persons who may be appointed by the VENDORS as the Architect for the said Project.
- (d) **ASSOCIATION** - shall mean any company under the Companies Act, 2013 or an Association of Allottees in the Project duly formed by the VENDORS under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.
- (e) **APPLICATION MONEY**- shall have the meaning ascribed to it in Clause 1.13.
- (f) **BUILDING** - shall mean the new building to be constructed on the said Premises or on the part thereof containing several independent and self contained residential apartments, parking spaces and other constructed areas.
- (i) **BUILT UP AREA** - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the common facilities like lift, lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.
- (j) **BOOKING AMOUNT**- shall mean 10% of the Consideration for the Apartment which includes the Application Money plus GST;
- (k) **CANCELLATION CHARGES**- shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee (s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque (iv) if the allottee/allottees terminates/terminate the Agreement after execution then the Vendors shall deduct 10% of the consideration amount under the said Agreement before returning the balance amount;
- (l) **CARPET AREA**- shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace



area but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee(s), and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the Allottee(s).

- (m) **COMMON AREAS**- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written.
- (n) **COMMON FACILITIES AND AMENITIES**: shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder written. It is agreed that some of the common areas and facilities i.e. the air conditioned gymnasium, air conditioned community hall, situate in the said premises shall be jointly used by the Allottees with the allottees of units situated at the adjacent Premises i.e. 4/1A Naktala Main Road.
- (o) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottee(s) as mentioned in the **Fourth Schedule** hereunder written and shall be maintained by the Association which shall jointly be formed by the allottees of the Premises Nos. 4Q Naktala Main Road and 4/1A Naktala Main Road.
- (p) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottee(s), collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottee(s) and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and



the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

- (q) **PLAN** -shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No.2019100004 dated 9<sup>th</sup> day of April, 2019 for construction of the **Ground plus Eleven (G+11)** building consisting of self contained independent residential apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof to be known as **ASPIRATIONS IRIS** and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules
- (r) **PROJECT** - shall mean the residential project to be known as **ASPIRATIONS IRIS** comprising of one building containing Ground plus Eleven (G+11) stories with a further provision of sanction of additional floor(s) subject to approval and consent obtained from the competent authority and the 2/3<sup>rd</sup> of the allottee(s) as per the applicable statute, containing self contained independent apartments and the car parking spaces whether open mechanical or covered mechanical and open within the project and the Common Areas, Common Facilities and Amenities to be constructed by the VENDORS in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.
- (s) **RULES**- shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (t) **REGULATIONS**- shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (v) **SAID PREMISES** - shall mean **ALL THAT** the piece or parcel of land containing an area of 18 Cottahs 7 Chittacks be the same a more or less situate lying at Premises No.4Q Naktala Road, Post Office Naktala, Police Station- Purba Jadavpur (formerly Tollygunge) Kolkata



- 700047, Ward No.100, Sub-Registry office Alipore, in the District of South 24-Parganas comprised in Mouza Naktala, Touzi No.66, Pargana Khaspur, Police Station. Sadar Tollygunge, Cadastral Survey Khatian Nos.79 and 80 and Dag Nos.122/508 and 178 and being portion of premises No.4, Naktala Road of the Corporation of Calcutta within the District of the then 24-Parganas more fully and particularly described in the **First Schedule** hereunder written.
- (w) **SAID SHARE** - shall mean pro rata undivided indivisible impartible share in the said Premises in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).
- (x) **SAID APARTMENT** - shall mean ALL THAT the **Apartment No.** \_\_\_\_\_ containing a carpet area of \_\_\_\_\_ sq.mtr. equivalent to \_\_\_\_\_ Sq.ft. be the same a little more or less, exclusive balcony area of \_\_\_\_\_ sq.mtr. equivalent to \_\_\_\_\_ Sq.ft. be the same a little more or less and exclusive triple height balcony area of \_\_\_\_\_ sq.mtr. equivalent to \_\_\_\_\_ sq.ft. be the same a little more or less, (if applicable), on the \_\_\_\_\_ **Floor** of the building in the Project to be known as **ASPIRATIONS IRIS** presently under construction more fully and particularly described in the **SECOND SCHEDULE** hereunder written Together with the said share Together With Right to park in Open and/or Covered Mechanical Car Parking Space/Open car parking Space being No. \_\_\_\_\_ more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with the right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **PART - II** of the **THIRD SCHEDULE** hereunder written and right to enjoy the Common Area more fully and particularly mentioned and described in **PART-I** of the **THIRD SCHEDULE** hereunder written to be used in common with the other Allottee (s).
- (y) **SECTION-** shall mean a section of the Act.
- (z) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.



- (aa) **SPECIFICATION** - shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

## **B. 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) By an Indenture of Conveyance dated the 25<sup>th</sup> day of September, 2017 made between Naktala Iron Works a partnership firm represented by its partners namely Narendra Shah and others therein referred to as the Vendor of the First Part and one Smt. Sunita Pratap therein referred to as the Confirming Party of the Second Part and the Vendors herein therein referred to as the Purchasers of the Third Part and registered at the Office of the Additional Registrar of





Assurance-I, Kolkata, in Book No. I, Volume No. 1901-2017, Pages 77709 to 77758 for the year 2017, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All that the said Premises more fully and particularly described in the Part II of the First Schedule hereunder written (hereinafter referred to as the said Premises).

B) The Vendors have caused a building plan sanctioned by the Kolkata Municipal Corporation being Building Plan 2019100004 dated 09.04.2019 (herein after referred to as the **said Sanctioned Plan**), for construction of a Ground plus Eleven (G+11) storied building having independent residential apartments and covered/open car parking spaces (herein after referred to as the **said Project**) on the said Premises after demolishing the existing structure thereon.

C) In pursuance of the said Plan the Vendors have at their own costs and expenses commenced construction of the said Project at the said Premises.

D) The Vendors are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Vendors regarding the said Premises, have been completed.

E) The Vendors, have applied for registration of the said Project under the provisions of the Act and shall obtain the Registration Number from the West Bengal Housing Industry Regulatory Authority as and when the same will be provided by the concerned authority under the Act.

F) The Allottee (s) has/have applied for allotment of an apartment in the said the Project under construction vide Application No. \_\_\_ dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_ having carpet area of \_\_\_ Sq.ft. be the same a little more or less, together with adjoining exclusive balcony area of \_\_\_ Sq.ft. be the same a little more or less and exclusive triple height balcony area of \_\_\_ sq.ft. be the same a little more or less if applicable, on the \_\_\_ floor of the building more fully mentioned in the **PART-I** of the **SECOND SCHEDULE** hereunder written to be developed in accordance to the Specifications as mentioned in the **PART-II** of the **SECOND SCHEDULE** hereto and the right to enjoy the common areas of the said Project more fully mentioned in the **PART -I** of the **THIRD SCHEDULE AND/OR** Together With Right to park one medium sized car in the open and/or covered



Mechanical/ Open Car Parking Space being No. \_\_\_\_ more fully mentioned in the **PART-I** of the **SECOND SCHEDULE** written here under and the right to enjoy common amenities and facilities of the Project more fully mentioned in the **PART -II** of the **THIRD SCHEDULE** hereto along with the right to enjoy the same in common to the other Allottee (s) (hereinafter collectively referred to as the "**said Apartment**").

G) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee (s), the Vendors have given inspection to the Allottee (s) of all the documents of title relating to the said Premises and the plans, designs and specifications prepared by the Vendors' Architect and of such other documents as are specified under the Act.

H) It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

I) The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project.

J) 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.

K) The Allottee (s) has/have been made aware and has/have unconditionally agreed that the occupants/allottees of the adjacent premises being Premises No. 4/1A Naktala Main Road shall also have complete and unhindered use and access to some of the Common Areas, Common Amenities and Facilities of the Project mentioned in Part II of the Third Schedule hereunder written.

L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Vendors hereby agree to transfer their right title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee (s) hereby agreed to purchase the said Apartment.



M). It has been agreed by the parties that the Association of all the Allottee (s) of the Building in the said Project as and when the said Project is completed, in its entirety shall own in common, all Project Common amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

N) The title of the Vendors to the said Premises have been examined by the Allottee (s) to his/her/its/their satisfaction and the Allottee (s) agrees/agree and covenants/covenant not to raise any objection thereto or make any requisition in connection therewith.

O) The Allottee (s) has/have also seen and inspected the Plans for the time being sanctioned by the authorities relating to the said Project and have fully satisfied himself/herself/itself/themselves about the validity and all other aspects thereof and agrees/agree and covenants/covenant not to raise any objection with regard thereto.

**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:**

**(v) TERMS:**

Subject to the terms and conditions as detailed in this Agreement the VENDORS agree to sell to the Allottee (s) and the Allottee (s) hereby agree/agrees to purchase, the said Apartment as specified in recital F above.

1.2.1 The Total Price for the Apartment based on the Carpet Area is Rs...../- (Rupees ..... only ("Total Price"))

<b>HEAD</b>		<b>PRICE/SQUARE-FEET</b>	
(i)	Apartment No.		
(ii)	Block		
(iii)	Floor		
(iv)	Apartment Type		
(v)	Base Price (Including PLC)	Rs.	Sq.ft.
(vi)	Preferential Location Charges/ Floor Escalation (as	Rs.	Sq.ft.



<i>applicable)</i>	
(vi) <i>Carpet Area</i>	Sq.ft.
(vii) <i>Exclusive Balcony Area</i>	Sq.ft.
(viii) <i>Exclusive triple height balcony area</i>	
(ix) <i>Covered Mechanical (Ground floor) Parking</i>	
(x) <i>Open Mechanical (Ground floor) Parking</i>	Rs.
(xi) <i>Open / Covered Car Parking</i>	
<b>Total Price:</b>	<b>Rs.</b>

1.2.2 Apart from above, the buyer will also pay GST in respect of the said Apartment is Rs. \_\_\_\_\_/- (Rs. ....) only

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Vendors towards the said Apartment.
- (ii) The Total Price above will also include taxes (consisting of tax paid or payable by the Vendors by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendors, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee (s) and the said Project to the association of Allottee (s) after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Vendors 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 said 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(s).

- (iii) The Vendors shall periodically intimate in writing to the Allottee (s), the amount payable as stated in clause (i) above and the Allottee (s) shall make payment as demanded by the Vendors within the time and in the manner specified therein. In addition, the Vendors shall provide to the Allottee (s) the



details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, lift, water line and plumbing, finishing with paint the exterior of the building, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, and other charges as mentioned in Clause 1.2.1 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per specification.
- (v) In addition to the Total Price afore-said, the Allottee (s) shall, before the Date of Possession/Deemed Possession also pay the following amounts to be termed as '**Extras and Deposits**':
- a) Legal Documentation Charges calculated @ Rs. 35/- (Rupees Thirty Five only) of the built-up area of \_\_\_\_\_ Sq.ft. be the same a little more or less and exclusive balcony area of \_\_\_\_\_ Sq.ft. be the same a little more or less and the exclusive triple height balcony area of \_\_\_\_\_ Sq.ft. be the same a little more or less, (if applicable) of the said Apartment (plus applicable GST), out of which one-half shall be paid by the Allottee(s) to the Advocates of the Vendors at or before the execution hereof and the balance one-half on or before the Date of execution of the deed of conveyance in respect of the said Apartment; For the preparation of the nomination agreement the legal fees to be paid @ Rs.30,000/- per apartment and such fees will be applicable for all subsequent nomination of this agreement in respect of the said Apartment.
  - b) Transformer Charges (non-refundable) - At Actuals only per sq.mtr. of the carpet area of the said Apartment/Apartment + GST;
  - c) Generator Charges (non-refundable) - @ Rs.20,000/- per KVA (Rupees Twenty) only + GST (1 KVA = 1000 Watts);
  - d) Sinking Fund - Rs. 40/- (Rupees Forty only) per sq.mtr of the carpet area equivalent to \_\_\_\_\_ sq.ft. be the same



a little more or less, exclusive balcony area of \_\_\_\_ sq.mt. equivalent to \_\_\_\_ sq.ft. be the same a little more or less, exclusive triple height balcony area of \_\_\_\_\_ sq.mtr. equivalent \_\_\_\_ Sq.ft. be the same a little more or less (if applicable) on the ..... Floor of the new building and upholding and maintenance of the common area on account of a fund to be created for the capital expenditure of the Complex.

- e) Advance Maintenance Charges (non-refundable) - @ Rs. 5/- (Rupees Four only) per sq.mtr. of the carpet area, exclusive balcony area, exclusive triple height balcony area (if applicable) as applicable of the said Apartment/Apartment + GST;
- f) Formation of Maintenance Company/ Association (non-refundable) - @ Rs. 5,000/-+ GST;
- g) The Allottee (s) will be required to pay, on demand, to the Vendors or to the Concerned Authorities, as may be so decided by the Vendors, the applicable Stamp fees and Registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and /or registered in pursuance hereof and also all the statutory charges payable therefore including the charges of the copywriter for copying such documents and expenses incidental to registration.
- h) The Allottee (s) shall pay the deposit to Calcutta Electricity Supply Corporation Limited directly on account of Individual Meter.

1.2.3 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee (s) on the consideration payable to the Vendors and the same shall be deposited by the Allottee (s) to the concerned authority within the time period stipulated under law and the Allottee (s) shall provide proper evidence thereof to the Vendors within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee (s) to the concerned authority or proper evidence thereof is not provided to the Vendors, then the same shall be treated as default on the part of the Allottee (s) under this agreement and the amount thereof shall be treated as outstanding.



- 1.3 The Total Price is escalation-free, save and except increases which the Allottee (s) hereby agree/agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendors undertake and agree that while raising a demand on the Allottee (s) for increase in development charges, costs/charges imposed by the competent authorities, the Vendors shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee (s), which shall only be applicable on subsequent payments. Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee (s).
- (i) If prior to execution of the conveyance, the Allottee (s) nominates/nominate his/her/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee (s) may do so with the permission of the Vendors subject to payment of **administrative charges @ Rs.1,00,000/- (Rupees One Lac only) + GST on 1<sup>st</sup> Nomination and Rs.1,50,000/- (Rupees One Lac Fifty Thousand only) + GST on any subsequent nomination thereafter to the VENDORS.**
- (ii) The Allottee (s) agrees/agree and understands/understand that all the standard fitting, interiors, furniture, kitchenettes and fixtures and dimension provided in the show/model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Apartment and the Allottee (s) shall not be entitled to raise any claim for such variation
- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in **Fifth Schedule** hereto ("**Payment Plan**").
- 1.5 The Vendors may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee (s) by discounting such early payments for the period by which the



respective installment has been preponed. The rate of discount shall be decided by the Vendors and that shall be binding upon the Allottee (s). The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee (s) by the Vendors.

- 1.6 It is agreed that the Vendors shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee (s) as per the provisions of the Act. Provided that the Vendors may make such minor additions or alterations as may be required by the Allottee (s), or such minor changes or alterations in accordance with the provisions of the Act. The Vendors shall take prior approval of the Allottee (s) for extra charges, if any, as may be applicable for such addition- alteration.
- 1.7 The Vendors shall confirm to the final carpet area that has been allotted to the Allottee (s) after the construction of the building is complete and the completion certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors. If there is reduction in the carpet area then the Vendors shall refund the excess money paid by the Allottee (s) within forty five (45) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee (s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the apartment, allotted to Allottee (s), the Vendors may demand that, from the Allottee (s) as per the next milestone of the Payment Plan as provided in the **Fifth Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2.1 of this Agreement.
- 1.8 The rights of the Allottees are limited to ownership of the said Apartment and the Allottee hereby accept the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottees shall have common user rights in the Common Areas, Amenities & Facilities of the Project to the extent





required for beneficial use and enjoyment of the said Apartment, the Allottees hereby accept the same.

1.10 Subject to Para 9.3, the Vendors agree and acknowledge that the Allottee (s) shall have the right to the Apartment as mentioned below:

- (i) The Allottee (s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee (s) shall also have right to use the undivided prorata share in the Common Areas of the said Project transferred to the Association of Allottee (s) as per applicable laws. Since the share/interest of the Allottee (s) in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee (s) shall use all Common Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Vendors shall hand over the Common Amenities & Facilities to the Association of Allottee (s) subject to their formation after duly obtaining the completion certificate from the competent authority for the Project. Further, the right of the Allottee (s) to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
- (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, landscaping charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint the exterior of the Buildings, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee (s) have the right to visit the said Project site to assess the extent of development of the said Project and his/her/their Apartment, subject to prior consent of the Project Engineer and complying with all safety measures while visiting the site.



- (v) The Vendors will not entertain any request for modification in the layouts of the Apartment and external facade of the Buildings and common areas including common facilities and amenities.

- 1.11 It is made clear by the Vendors and the Allottee (s) agrees/agree that the Apartment along with the One open/covered/mechanical car parking space and the utility room if any, shall be treated as a single indivisible said Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the land comprised in 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 (s). It is clarified that Project Common Amenities & Facilities shall be available only for use and enjoyment of the Allottee (s) of the said Project.
- 1.12 The Vendors agree to pay all outgoing before transferring the physical possession of the Apartment to the Allottee (s), which it has collected from the Allottee (s), for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its 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 said Project). If the Vendors fail to pay all or any of the outgoing collected by it from the Allottee (s) or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottee (s), the Vendors agree to be liable, even after the transfer of the Apartment, to pay such outgoing 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.
- 1.13 Out of the Booking Amount, the Allottee (s) has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as application money ("**Application Money**") at the time of applying for the Apartment, the receipt of which the Vendors hereby acknowledge. On or before the **Effective Date** (the date of execution of this agreement) the Allottee (s) has/have paid the balance Booking Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The Booking Amount forms part of the Total Price and the Allottee (s) hereby agrees/agree to pay



the remaining price of the said Apartment as prescribed in the Payment Plan [**Fifth Schedule**] as may be demanded by the Vendors within the time and in the manner specified therein.

Provided That if the Allottee (s) delays/delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum.

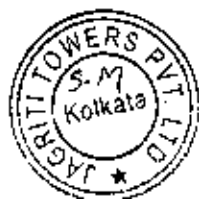
## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Vendors abiding by the construction milestones, the Allottee (s) shall make all payments, on written demand by the Vendors, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**JAGRITI TOWERS PVT.LTD A/C IRIS**" payable at Kolkata. Time shall be the essence of the contract in this regard.

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

3.1 The Allottee (s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors with such permission, approvals which would enable the Vendors to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee (s) understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve of Bank of India, they 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 Vendors accept no responsibility in regard to matters specified in para 3.1 above. The Allottee (s) shall keep the Vendors fully indemnified and harmless in this regard.



Whenever there is any change in the residential status of the Allottee (s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee (s) to intimate the same in writing to the Vendors immediately and comply with necessary formalities if any under applicable laws. The Vendors shall not be responsible towards any third party making payment/remittances on behalf of any Allottee (s) and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Vendors shall be issuing the payment receipts in favour of the Allottee (s) only.

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

The Allottee (s) authorizes the VENDORS to adjust appropriate all payments made by them under any head of dues against lawful outstanding of the Allottee (s) against the said Apartment if any, in his/her/their name/names and the Allottee (s) undertakes/undertake not to object/demand/direct the Vendors to adjust such payments in any other manner.

**5. TIME IS ESSENCE:**

The Vendors shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said project with the Authority and towards handing over the said Apartment to the Allottee (s) and the common areas to the association of Allottee (s) or the competent authority, as the case maybe, subject to the same being formed and registered.

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

The Allottee (s) has/have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Vendors. The Vendors 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 Vendors undertake to strictly abide by such plans which shall be approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans,



other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the VENDORS shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment** - The Vendors agree and understand that timely delivery of possession of the said Apartment to the Allottee (s) and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Vendors assure to hand over possession of the said Apartment along with ready and complete Common Areas all specifications, amenities and facilities of the said Project in place on 30<sup>th</sup> June 2024 with a grace period of 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the VENDORS so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement ("**Force Majeure**").

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

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including



stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Vendors and the Allottee (s) 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 Vendors, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment (**Possession Notice**), to the Allottee (s) in terms of this Agreement to be taken within three months from the date of issue of occupancy certificate/completion certificate (**Possession Date**).

Provided That, in the absence of local law and subject to the Allottee (s) complying with his/her/their obligations hereunder, the conveyance deed in favour of the Allottee (s) shall be carried out by the Vendors within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the Allottee (s) making payment on account of stamp duty, registration fee etc.

**Provided Further That** the Vendors shall not be liable to deliver possession of the Apartment to the Allottee (s) nor to execute or cause to be executed Conveyance Deed or other instruments until such time the Allottee (s) makes/make payment of all amounts as mentioned and agreed in Clauses 1.2.1, and 1.2.2 herein before and required to be paid hereunder by the Allottee (s) and the Allottee (s) has/have fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee (s) to be observed and performed until then. The Vendors agree and undertake to indemnify the Allottee (s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors not due to any act or omission on the part of the Allottee (s). The Allottee (s), after taking possession, agrees/agree to pay the maintenance charges as determined by the Vendors /Association of Allottee (s), as the case may be after the issuance of the Occupancy certificate/Completion certificate for the said Project. The Vendors shall hand over copy of the occupancy certificate/completion certificate of the Apartment to the Allottee (s) at the time of conveyance of the same. The Vendors shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.



- 7.3 **Failure of Allottee (s) to take possession of Apartment -** Upon receiving a written intimation from the Vendors as per Para 7.2, the Allottee (s) shall take possession of the Apartment from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors shall give possession of the Apartment to the Allottee (s). In case the Allottee (s) fails to take possession within the time provided in Para 7.2 such Allottee (s) shall be liable to pay maintenance charges, property taxes and other outgoings for the period of delay to taking possession from such date as notified in the Possession Notice from such date as notified in the Possession Notice. (**Deemed Possession**).

It is understood by the Allottee (s) that even if the Allottee (s) fail (s) to take possession of the Apartment within the date such possession is offered by the Vendors, the Allottee (s) shall be deemed to have taken possession on the [15<sup>th</sup>] day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee (s) take physical possession of the Apartment, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date and Deemed Possession:

- (i) The Allottee (s) shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date and Deemed Possession;
  - (ii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee (s) proportionate to their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee (s), with effect from the Possession Date and Deemed Possession.
  - (iii) All other expenses necessary and incidental to the management and maintenance of the Project.
- 7.4 **Possession by the Allottee (s) -** After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the Allottee (s), it shall be the responsibility of the Vendors to hand over the necessary documents and plans, including common areas, to the association of Allottee (s) on its formation and registration



or the competent authority, as the case may be, as per the local laws. Provided That, in the absence of any local law, the Vendors shall handover the necessary documents and plans, including common areas, to the association of Allottee (s) or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate subject to formation and registration of the association.

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

Provided that where the Allottee (s) proposes/propose to cancel/withdraw from the Project without any fault of the Vendors the Vendors herein is entitled to forfeit the amount as mentioned and defined in Clause A (k) herein above paid for the allotment. The balance amount of money paid by the Allottee (s) shall be returned by the Vendors to the Allottee (s) within 45 days of such cancellation.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Vendors and the Allottee (s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.6 **Compensation** — The Vendors shall compensate the Allottee (s) in case of any loss caused to him due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendors fail to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act or for any other reason, the Vendors shall be liable, on demand to the Allottee (s), in case the Allottee (s) wishes/wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment, with applicable interest rate in





the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided That where the Allottee (s) does/do not intend to withdraw from the Project, the Vendors shall pay the Allottee (s) applicable interest rate for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Vendors to the Allottee (s) within 45 (forty-five) days of it becoming due.

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

The Vendors hereby represent and warrant to the Allottee (s) as follows:

- (i) The Vendors have absolute, clear and marketable title with respect to the said Premises; The VENDORS have the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the said Project;
- (ii) The Vendors have lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said Premises or the Project as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Premises/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Premises, Building and apartment and the Common Areas;
- (vi) The Vendors have 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 be prejudicially affected;



- (vii) The Vendors have not entered into any agreement for sale and arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of the Allottee (s) under this Agreement;
- (viii) The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said Apartment to the Allottee (s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Vendors shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee (s) and the Common Amenities & Facilities of the said Project to the association of Allottee (s) or the competent authority, as the case may be after the completion of the entire project.
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises; the said is complied in accordance with law
- (xi) The Vendors have 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 of the said Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee (s) and the association of Allottee (s) 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 Premises) has been received by or served upon the Vendors in respect of the said Premises and/or the said Project.

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



- 9.1 Subject to the Force Majeure clause, the Vendors shall be considered under a condition of default, in the following events:
- (i) The Vendors fail to provide ready to move in possession of the said Apartment to the Allottee (s) within the time period specified in para 7.1 or fail to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority:
  - (ii) Discontinuance of either of the Promoter's business as a Vendors on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.
- 9.2 In case of default by Vendors under the conditions listed above, the Allottee (s) are entitled to the following:
- (i) Stop making further payments to the Vendors as demanded by the Vendors If the Allottee (s) stops/stop making payments, the Vendors shall correct the situation by completing the construction milestones and only thereafter the Allottee (s) be required to make the next payment without any interest or
  - (ii) The Allottee (s) shall have the option of terminating the Agreement in which case the Vendors shall be liable to refund the entire money paid by the Allottee (s) to the Vendors under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the Allottee (s) shall prior to receipt of refund on the above account from the Vendors at their own costs and expenses, execute all necessary cancellation related documents required by the Vendors. Provided That where an Allottee (s) does/do not intend to withdraw from the said Project or terminate the



Agreement, they shall be paid by the Vendors, interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Vendors to the Allottee (s) 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 Vendors and the Allottee (s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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/fail 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 (s) shall be liable to pay interest to the Vendors on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two percent (2%) thereon per annum from the date of default till actual payment is made;

(ii) In case of default by Allottee (s) under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Vendors in this regard, the Vendors may cancel the allotment of the said Apartment in favour of the Allottee (s) and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee (s) shall, subject to Clause 7.5 above, be returned by the Vendors to the Allottee (s) within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

## 10. CONVEYANCE OF THE SAID APARTMENT:

The Vendors, on receipt of Total Price of the Apartment as per para 1.2.1 of this Agreement from the Allottee (s) shall execute a conveyance deed and convey the title of the Apartment together with the pro rata share in the Common Areas of the Project within 3 months from the date of issuance of the



occupancy certificate and/or the completion certificate, as the case may be, to the Allottee (s).

However, in case the Allottee (s) fails/fail to deposit the stamp duty and/or registration charges and/or other costs within the period mentioned in the notice, the Allottee (s) authorizes/authorize the Vendors to withhold registration of the conveyance deed in their favour till payment of stamp duty, registration charges and other costs to the Vendors are made by the Allottee (s). All liabilities owing to such non-registration shall be to the account of the Allottee (s) and the Allottee (s) shall indemnify and keep the Vendors saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Vendors.

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

- i) The Vendors shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of Allottee (s) subject to its formation and registration upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Clause 1.2.2 on the basis that the Association shall be formed within a period of 90 days from the date of Completion Certificate.
- ii) In case the formation of the Association is delayed beyond the said period, the Vendors 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 Allottee (s) shall be liable to pay to the Vendors or facility management company, the charges for such maintenance as fixed by the Vendors at actual.
- iii) During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration and operationalization of the Association the Vendors shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.
- iv) The Vendors shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance



charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

vi) 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 Vendors with such restrictions as may be necessary for proper maintenance and all the Allottee (s) are bound to follow the same.

vii) 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 Vendors, with or without amendments, as may be deemed necessary by the Association.

viii) The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the "Association").

ix) The Allottee (s) will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

x) The Vendors shall at an appropriate time within a maximum period of 30 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee (s) (as also to all other Allottee (s) of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.

xi) As and when any plant and machinery, including but not limited to, DG sets, 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 pro-rata basis as specified by the Association. The VENDORS and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee (s) agree/agrees to abide by the same.



xii) The Allottee (s) has/have also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said apartment which will appear in detail in the Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.

## 12. DEFECT LIABILITY:

- 12.1 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 Vendors as per the Agreement for Sale relating to such development is brought to the notice of the Promoter(s) within a period of 5 (five) years by the Allottee (s) from the date of handing over possession, save those as mentioned in clause 12.2 below, it shall be the duty of the Vendors to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendors 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 applicable laws for the time being in force.
- 12.2 The Vendors shall not be liable to rectify any defect occurring under the following circumstances:
- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee (s) taking over possession of the Apartment, the Vendors will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee (s), the Vendors will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - iii) If there are changes, modifications or alterations in doors, windows or other related items, after said possession unto the Allottee (s), then the Vendors will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;



- iv) If the Allottee (s) after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Vendors
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Vendors shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Vendors are not being maintained by the Allottee (s) or their agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Vendors in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Vendors and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

12.3 The liability of the Vendors to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Vendors and further provided that the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee (s) and/or of/by the men, servants, contractors, agents personnel etc. of the Vendors and/or due to normal wear and tear etc. And further provided that no steps have been/or taken by the Vendors of their own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything





to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

12.4 Where the manufacturer warranty as shown by the Vendors to the Allottee (s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment wing and if the annual maintenance contracts are not done/renewed by the Allottee (s), the Vendors shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities and facilities wherever applicable. The Allottee (s) have been made aware and the Allottee (s) expressly agree that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee (s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

12.5 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee (s), without first notifying the Vendors and without giving the Vendors 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 Vendors shall be relieved of its obligations contained in clause 12 hereinabove.

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Vendors /facility maintenance agency/association of Allottee (s) shall have the right of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Allottee (s) agrees/agree to permit the Association of Allottee (s) and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.



#### 14. USAGE

Use of Basement and Service Areas: The basements and service areas, if any as located within the ASPIRATIONS IRIS, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted use as per sanctioned plans. The Allottee (s) shall not be permitted to use the service 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 allottee (s) formed by the Allottee (s) for rendering maintenance services.

#### 15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee (s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any 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 (s) further undertake/undertakes, assure/assures and guarantee/guarantees that they would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the said Project, Buildings therein or Common Areas. The Allottee (s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee (s) 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 (s) shall also not remove any wall, including the outer and load bearing wall of the said Apartment.



15.3 The Allottee (s) shall plan and distribute her/his/their electrical load in conformity with the electrical systems installed by the Vendors and thereafter the association of Allottee (s) and/or maintenance agency appointed by association of Allottee (s). The Allottee (s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Vendors shall make provisions only for two service providers as selected by the Vendors for providing the services of cable, broadband, telephone etc. The Allottee (s) (as also other Apartment owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee (s) shall be entitled to avail the cable connection facilities of the designated two service providers to all the Apartments.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

The Vendors undertake that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities which shall be approved by the competent authority (ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

Provided that the Vendors shall have a right to make further additions or to put up additional floor(s) subject to approval of the competent authority and as per the approval of the 2/3<sup>rd</sup> majority of the allottees as per the applicable statute .

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

After the Vendors execute this Agreement they 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 (s) who have taken or agreed to take such Apartment.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions and other lenders, the Vendors may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee (s) hereby consents/do and each of them doth hereby consent to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Vendors assure to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee (s), subject to his/her/their making payment of all the amounts payable hereunder or otherwise and complying with his/her/their other obligations herein, will be acquiring title to the said Apartment free of all such mortgages and charges created by the Vendors.

#### **19. APARTMENT OWNERSHIP ACT:**

The Vendors have assured the Allottee (s) that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Vendors will show compliance of various laws/regulations as applicable in West Bengal.

#### **20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee (s) by the Vendors do not create a binding obligation on the part of the Vendors or the Allottee (s) until, firstly, the Allottee (s) sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee (s) and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Vendors. If the Allottee (s) fails/fail to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee (s) and/or appear before the concerned authorities for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the Allottee (s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee (s), the application of the Allottee (s) shall be treated as cancelled and all sums deposited by the Allottee (s) in connection therewith including the booking amount shall be returned to the Allottee (s) 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 Vendors and the Allottee (s) 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 said Apartment, as the case may be.

**22. RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE (S):**

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

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 The Vendors may, at their sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee (s) 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 (s) that exercise of discretion by the Vendors in the case of one Allottee (s) shall not be construed to be a precedent and/or binding on the Vendors to exercise such discretion in the case of other Allottee (s).

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



**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:**

Wherever in this Agreement it is stipulated that the Allottee (s) has/have to make any payment, in common with other Allottee (s) in the said 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 said Project.

**27. FURTHER ASSURANCES:**

All 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 Vendors through its authorized signatory, at the Vendors' office, or at some other place, which may be mutually agreed between the Vendors and the Allottee (s), in Kolkata after the Agreement is duly executed by the Allottee (s) and the Vendors or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub Registrar at Alipore/Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

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

\_\_\_\_\_ [Name and Address of Allottee (s)]

**Jagriti Towers Private Limited**  
2B, Mahendra Road, Kolkata - 700 025.

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

Any correspondence, notice addressed to Aspirations Towers Private Limited shall be deemed to be notice to all the Vendors.

### **30. JOINT ALLOTTEE (S):**

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

### **31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee (s), in respect of the said Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the Allottee (s) under the Agreement for Sale or under the Act or the rules and 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 or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the other respective terms conditions and covenants on the parts of the VENDORS and Allottee (s) to be respectively paid, observed and performed, as the case may be stated and described in Part I to Part IV of the SIXTH SCHEDULE hereunder written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(PART-I)**

**(DEVOLUTION OF TITLE)**

A) One Robert Dalglish was seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 18 cottahs and 7 chittacks be the same a little more or less situate lying at Mouza Naktala, Police Station Tollygunge, Touzi No. 66, C.S. Khatian Nos.79 and 80, C.S. Dag Nos.122/508 and 178, in the District of the then 24-Parganas (hereinafter referred to as the said Land).

B) By a Deed of Conveyance dated the 28<sup>th</sup> day of April 1934 made between the said Robert Dalglish therein referred to as the vendor of the one part and one Shantilal Manilal, therein referred to as the Purchaser of other part and registered at the office of the Sub-Registrar Alipore in Book No. I, Volume No. 62, pages 24 to 31 Being No. 1641 for the year 1934 the said vendor therein for the consideration mentioned therein granted transferred, conveyed, assigned and assured unto and in favour of the said Shantilal Manilal All That the said Land.

C) The said Shantilal Manilal had purchased the said Land as the Karta of his Hindu Undivided Family known as "Shantilal Manilal HUF". "Santilal Manilal HUF" comprised of Santilal Manilal and his four sons, namely, (i) Narendra Shantilal; (ii)





Rajendra Shantilal; (iii) Yashwant Shantilal; and (iv) Bepin Shantilal and Pradip Narendra, a minor son of the said Narendra Shantilal.

D) "Shantilal Manilal HUF" decided to sell the said Land to the family partnership business namely Naktala Iron Works.

E) In order to sell the said Land the said Narendra Santilal as father and natural guardian of his minor son Pradip Narendra applied for and obtained an order dated the 6<sup>th</sup> day of April 1961 from the Court of the Learned District Judge at Alipore in Case No. 23 of 1961 under Act XXXII of 1956, whereby the said Narendra Santilal was permitted to sell the proportionate share of his minor son Pradip Narendra in the said Land.

F) By an Indenture of Conveyance dated the 6<sup>th</sup> day of July 1961 made between the said Shantilal Manilal, Narendra Shantilal, Rajendra Shantilal, Jaswant Shantilal, Bipin Shantilal and Pradip Shantilal (minor) represented by his father and natural gurdian Narendra Shantilal therein jointly referred to as the Vendors of the one part and one Naktala Iron Works a partnership firm represented by its partners namely Smt. Sardaben Shah and Narendra Shantilal therein referred to as the Purchaser of the other part and registered at the office of the Sub-Registrar Alipore Sadar, in Book No. I, Volume No. 100 Pages 198 to 204 Being No. 5701 for the year 1961 the said vendors jointly therein for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the said purchaser therein all that the said Land.

G) The said Sardaben Shah retired from the partnership business on 30<sup>th</sup> October 1970.

H) By an Indenture of Partnership dated the 16<sup>th</sup> Day of December 1970 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bipin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part, the said Jaswant Shah, Bipin Shah and Nalin Shah were admitted as partners to the said partnership business upon the retirement of the said Smt. Sardaben Shah.

I) The said Land was assessed and numbered as Premises No.4 Naktala Road by the then Calcutta Municipal Corporation. More fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said Premises).



J) By another Indenture of Partnership dated the 24<sup>th</sup> day of February 1981, made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bipin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Smt. Varsha Shah therein referred to as the Party of the Sixth Part, the said Shambhulal Manilal and Smt. Varsha Shah were admitted as partners to the said partnership business.

K) On 28<sup>th</sup> day of October 1981 the said Shambhulal Manilal and Bipin Chandra Shah retired from the said partnership business and in consequent to that the said Narendra Shah, Jaswant Shah, Nalin Shah and Smt Varsha Shah had jointly executed another Indenture of Partnership dated the 23<sup>rd</sup> day of January 1982 whereby and where under they had mutually agreed and reconstituted the said partnership business along with the revised terms and conditions.

L) By another Indenture of Partnership dated the 1<sup>st</sup> day of April 1989, made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Nalin Shah therein referred to as the party of the Third Part and Smt. Varsha Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Bepin Chandra Shah therein referred to as the Party of the Sixth Part, the said Shambhulal Manilal and Bepin Chandra Shah were again admitted as partners to the said partnership business.

M) The said Premises was reassessed and renumbered by the Kolkata Municipal Corporation and known as Premises No.4Q, Naktala Road, Kolkata.

N) By an Indenture of Retirement dated the 27<sup>th</sup> day of July 1990 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bepin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Smt. Varsha Shah therein referred to as the Party of

the Sixth Part, the said Smt. Varsha Shah retired from the said partnership business.

O) By another Indenture of Partnership dated the 31<sup>st</sup> day of August 1991 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Nalin Shah therein referred to as the party of the Third Part and Shambhul Manilal therein referred to as the party of the Fourth Part and Bipin Chandra Shah therein referred to as the Party of the Fifth Part and one Kartick Shah therein referred to as the Party of the Sixth Part, the said Kartick Shah was admitted as Partner to the said partnership business.

P) The said Shambhul Manilal died on 13<sup>th</sup> day of August 2005 leaving him surviving his only son Nalin Shah.

Q) The said Jaswant Shah died on 1<sup>st</sup> day of March 2006 leaving him surviving his widow Smt. Jyotsna Shah and only son Ketan Shah and only daughter Smt. Sunita Pratap as his legal heiresses heir and legal representatives.

R) By another Indenture of Partnership dated that 1<sup>st</sup> day of April 2013 made between the said Narendra Shah therein referred to as the party of the First Part and Nalin Shah therein referred to as the party of the Second Part and Bepin Chandra Shah therein referred to as the party of the Third Part and Kartic Shah therein referred to as the party of the Fourth Part and Ketan Shah therein referred to as the party of the Fifth Part and Smt. Jyotsna Shah therein referred to as the party of the Sixth Part the said party of the Fifth Part and Sixth Part namely Ketan Shah and Smt. Jyotsna Shah were admitted as partners to the said partnership business.

S) The Confirming Party herein relinquishes her right title and interest in respect of her undivided part or portion of the said Premises and has agreed to confirm the sale of the said Premises unto and in favour of the Purchasers.

## PART - II

### (SAID PREMISES)

**ALL THAT** the piece or parcel of land containing an area of 18 Cottahs 7 Chittacks be the same a more or less situate lying at Premises No.4Q Naktala Road, Post Office Naktala, Police Station-Purba Jadavpur (formerly Tollygunge) Kolkata 700047, Ward No.100,



Sub-Registry office Alipore, in the District of South 24-Parganas comprised in Mouza Naktala, Touzi No.66, Pargana Khaspur, Police Station. Sadar Tollygunge, Cadastral Survey Khatian Nos.79 and 80 and Dag Nos.122/508 and 178 and being portion of premises No.4, Naktala Road of the Corporation of Calcutta within the District of the then 24-Parganas.

<b><u>ON THE NORTH</u></b>	By Naktala Road;
<b><u>ON THE EAST</u></b>	By premises No. 4/1A, Naktala Road and by Naktala Road ;
<b><u>ON THE SOUTH</u></b>	By premises No. 4/1A, Naktala Road KMC Road;
<b><u>ON THE WEST</u></b>	By Naktala Road

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(Said Apartment)**

**ALL THAT** the Apartment No.\_\_\_\_ containing a carpet area of \_\_\_\_ sq.mtr.(built-up area of \_\_\_\_ Sq.ft) be the same a little more or less, exclusive balcony area of \_\_\_\_ sq.mtr.(built-up area of \_\_\_\_ Sq.ft) more or less, exclusive triple height balcony area of ..... sq. ft. more or less (if applicable) aggregating to a total built-up area of \_\_\_\_ Sq.ft. be the same a little more or less on the \_\_\_\_ **Floor** of the new building delineated and bordered in color RED in the Floor Plan being **Annexure A** hereto of the project known as **ASPIRATIONS IRIS** presently under construction written Together with the right to park in Open/Covered Mechanical Car Parking Space being No.\_\_\_\_ delineated and bordered in color GREEN in the Floor Plan being **Annexure B** hereto together with right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **PART - II** of the **THIRD SCHEDULE** hereunder and right to enjoy the Common Area more fully and particularly mentioned and described in **PART -I** of the **THIRD SCHEDULE** hereunder written to be used in common with the other Allottee (s).

**PART-II**



**(SPECIFICATIONS)**

1. **Structure-** R.C.C. frame structure;
2. **Elevation-** Aesthetic color;
2. **Wall** - Clay / Flyash Brick;
4. **Interior Finish:** Smooth finish on walls with POP/ Putty
4. **Corridor/Stairs** - Good Quality Vitrified tiles flooring;
5. **Lift Lobby** - Flooring with Tiles/Marble, Lift Facia with Granite /Tiles;
6. **Unit Flooring** - Vitrified tiles in living room , dining room , bedroom , balcony & kitchen; .
7. **Toilet Flooring** - Anti-skid tiles in toilet;
8. **Driveway/Pavement** - VDF Flooring / Paver blocks & well-illuminated green surroundings;
9. **Kitchen** - Counter with Granite slab and stainless steel sink , Ceramic tiles on wall 2 ft. above counter;
10. **Stairs/Balcony** - MS railings;
11. **Toilets** - Ceramic tiles upto door height , Sanitary Ware of reputed make;
12. **Windows** - Anodized/Powder coated aluminum windows;
13. **Main door & other doors** - Hardwood frame with solid core flush door;
14. **CP fitting** - Jaquar or Equivalent;
15. **Electrical** - Concealed copper wiring , modular plate switches of reputed make , multi-strand fire-resistant cables for better safety , , geyser points in toilets, AC points , TV and telephone points in bedroom;



16. **Elevator** – Automatic passenger elevators KONE / OTIS or equivalent;
17. **Back up Generator** – Stand by generator for lights in common area , lifts and pumps with limited connection in flats at extra cost;
18. **Special Treatments** – water proofing on roof , water proofing in all toilets;
19. **Security System** – CCTV installation/ Intercom Facility
20. **Fire Protection System** – Adequate fighting equipment and fire alarm system will be installed to protect against any fire hazards. Fire detection and fire fighting systems will be installed as per the guidelines of the West Bengal Fire and Emergency Services.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREAS)**

**PART - I**

1. The entire land for the project or where the project is developed in phrases and registration under the Act is sought for a phase, the entire land for that purpose;
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
3. The common terraces play area and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. Installations of central services such as electricity, gas, water and sanitation, air – conditioning and incinerating, system for water conservation and renewable energy;
6. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to

different Apartments and from reservoir to overhead water tanks, the pump rooms and all apparatus connected with installations for common use;

7. Drains and sewers from the building or buildings to the Municipality drain;
8. Electrical installations and main switches and meters;
9. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the building;
10. Main gate and ultimate roof to the building;
11. External Walls (which includes 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments);
12. All community and commercial facilities as provided in the project;
13. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

## **PART - II**

### **(COMMON AMENITIES AND FACILITIES)**

1. Air Conditioned Community Hall
2. Elevator Facility
3. Air Conditioned Gymnasium
4. Children Play Area
5. Lawn
6. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
7. High Security with CCTV and Intercom facilities.
8. Elevator of reputed manufacturer with lift shafts and lift room



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13. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

## **PART - II**

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9. Staircases and landings with Marble flooring having Aluminium windows with glass panes.
10. The Allottee (s) has/have been made aware and has/have unconditionally agreed that the occupants/allottees of the adjacent premises being Premises No. 4/1A Naktala Main Road shall also have complete and unhindered use and access to some of the Common Areas, Common Amenities and Facilities of the Project i.e. Air Conditioned Community Hall, Air Conditioned Gymnasium, lawn and Children Play Area mentioned above.

**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, 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 Purchaser in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator 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, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **MAINTENANCE IN CHARGE:** Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Vendors or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.

5. **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 Apartment).
6. **INSURANCE:** Insurance premium for insurance of the Building and also otherwise for insuring the same 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 of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors and/or the Maintenance in charge for the common purposes.

All the maintenance charges shall be collected and the common expenses and maintenance of Premises Nos. 4Q Naktala Main Road and 4/1A Naktala Main Road shall be borne and paid by the Association that shall jointly be formed by the Allottees of both the premises.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**PAYMENT PLAN**

The Total Price shall be paid by the Allottee (s) in the following manner:

At the time of Booking	Rs. 3 Lacs of + GST
On Agreement	10% of total consideration + GST (Less Booking Amount)
On Commencement of Piling	10% of Total Consideration+ GST
On Commencement of Plinth Level	10% of Total Consideration+ GST
On Completion of 1st Floor Roof Casting	10% of Total Consideration+ GST
On Completion of 3 <sup>rd</sup> Floor Roof Casting	7.5% of Total Consideration+ GST
On Completion of 6th Floor Roof Casting	7.5% of Total Consideration+ GST
On Completion of 9th Floor Roof Casting	7.5% of Total Consideration+ GST



On Completion of 11th Floor Roof Casting	7.5% of Total Consideration+ GST
On Completion of Brick Work	7.5% of Total Consideration+ GST
On Completion of Plumbing	7.5% of Total Consideration+ GST
On Completion of Flooring	7.5% of Total Consideration+ GST
On Possession	7.5% of Total Consideration+ GST

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(PART I)**

**MISCELLANEOUS**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the VENDORS and Allottee (s) to be respectively paid, observed and performed, as the case may be.

A) The Allottee (s) prior to execution of the Deed of Conveyance nominates their provisionally allotted said Apartment unto and in favor of any other person or persons in their place and stead, the Allottee (s) may do so subject to payment of the sum mentioned in Clause 1.3.i. Any additional income tax liability that may become payable by the Vendors due to nomination by the Allottee (s) because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee (s) paying to the Vendors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee (s) on or before nomination.

However, the Allottee (s) shall be entitled to transfer or assign the benefits/rights of the Allottee (s) under this Agreement or nominate any person excluding a person who already has purchased an Apartment in the said Project or his/her/their spouse or minor children.

The Allottee (s) admits/admit and accepts/accept that before the execution and registration of conveyance deed of the said Apartment, the Allottee (s) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that

the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

**Allottee (s) to Make Due Payments:**

The Allottee (s) shall make payment of all dues, including any interest for delay, to the VENDORS in terms of this Agreement, up to the time of nomination.

**Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee (s) shall obtain prior permission of the VENDORS and the Allottee (s) and the nominee shall be bound to enter into a tripartite agreement with the VENDORS and the Allottee (s).

B) The Allottee (s) agrees/agrees and understands/understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Part II** of the **Second Schedule** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee (s) shall not be entitled to raise any claim for such variation.

C) In the event of the Allottee (s) obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Vendors shall act in accordance with the instructions of the bank/financial institution in terms of the Agreement between the Allottee (s) and the Bank/financial institution, subject however the Vendors being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Vendors shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee (s) from such bank/Financial Institution.

D) In case payment is made by any third party on behalf of Allottee (s), the Vendors will not be responsible towards any third party making such payment/remittances on behalf of the Allottee (s) and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Vendors shall issue the payment receipts in the name of the Allottee (s) only.

- E) In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Vendors, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Vendors shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II** of the **Second Schedule** hereinabove written.
- F) The Possession Date has been accepted by the Allottee (s). However, if the said Apartment is made ready prior to the Completion Date, the Allottee (s) undertakes/undertake and covenants/covenant not to make or raise any objection to the consequent pre-ponement of his/her/their payment obligations, having clearly agreed and understood that the payment obligations of the Allottee (s) are linked inter alia to the progress of construction and the same is not a time linked plan.
- G) The right of the Allottee (s) shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee (s) shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the said Project.
- H) If due to any act, default or omission on the part of the Allottee (s), the Vendors are restrained from construction of the said Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Vendors such other rights the Allottee (s) shall be liable to compensate and also indemnify the Vendors for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Vendors.
- I) The Vendors will not entertain any request for modification in the internal layouts of the Apartment of the Building. In case the Allottee (s) desire(s) (with prior written permission of the Vendors) to install some different fittings /floorings on his/her/their own within the said Apartment, he/she/they will not be entitled to any reimbursement or deduction in the value of the said Apartment. For this purpose, in only those cases where the Allottee (s) has/have made full payment according to the terms of payment, at its sole discretion, the Vendors may subject to receipt of full payment allow any Allottee (s) access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee (s) provided that such access will be availed in accordance with such instructions of the



VENDORS in writing and that the right of such access may be withdrawn by the Vendors at any time without assigning any reasons.

J) The Allotment is personal and the Allottee (s) shall not be entitled to transfer, let out, alienate the said Apartment without the consent in writing of the VENDORS PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee (s) shall be entitled to let out, grant, lease and mortgage and/or deal with the said Apartment for which no further consent of the Vendors shall be required. All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Allottee (s) of the Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

K) The cost of such maintenance will be paid/borne by the Allottee (s) from the date of obtaining Completion Certificate/Occupancy Certificate till handover of maintenance of the said Project to the Association of Allottee (s) and thereafter to the Association of Allottee (s). Maintenance Expenses shall mean and include all the following expenses for the maintenance, management, upkeep and administration of the Common Areas and Common Amenities and Facilities, Installations and for rendition of services in common to the Allottee (s) and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee (s) of the said Project including those mentioned in **Fourth Schedule** herinabove written.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting



and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building.

- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building save those separately assessed for the said Apartment of Allottee (s).
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for looking after the maintenance services including all the statutory taxes.

L. That Allottee(s) shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said Project and the VENDORS shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, VENDORS shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

M. That on and from the date of possession and the deemed possession of the said Apartment, the Allottee (s) shall:

- a. Co-operate in the management and maintenance of the said Project.
- b. Observe, comply and abide by the rules framed from time to time by the Vendors and subsequently by the Association of Allottee (s), after the same is formed, for the beneficial common use and



enjoyment of the common areas and common amenities and facilities provided in the said 'Project'.

c. Pay and bear the proportionate share of the expenses to be incurred in common to the Vendors, until formation of the Association of Allottee (s) including the GST.

d. The Allottee (s) shall pay maintenance charge on the basis of bills to be raised by the Vendors or Association (upon formation), such bills being conclusive proof of the liability of the Allottee (s) in respect thereof. The Allottee (s) further admits/admit and accepts/accept that (1) the Allottee (s) shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the VENDORS or Association (upon formation).

e) The Allottee (s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee (s) shall be liable to pay interest @ SBI Prime Lending Rate plus 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee (s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Vendors /Association of Allottee (s) as the case may be, shall be entitled to take the following measures and the Allottee (s) hereby consents/consent to the same:

- i) to discontinue the supply of electricity to the "Said Apartment".
- ii) to disconnect the water supply.
- iii) not to allow the usage of lifts, either by Allottee (s), their family members, domestic help and visitors.
- iv) to discontinue the facility of DG Power back-up
- v) to discontinue the usage of all common amenities and facilities provided in the said Project to the Allottee (s) and his/her/their family members/guests.

f. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee (s) have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the



Vendors /Association of Allottee (s) to realize the due amount from the Allottee (s).

g. The Allottee (s) shall use the said Apartment for residential purpose only.

h. The Allottee (s) shall use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Vendors or the Association of Allottee (s), upon formation, in writing.

i. The Allottee (s) shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.

j. The Allottee (s) shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and/or the adjoining building.

k. The Allottee (s) shall not place or cause to be placed any article or object in the common area.

l. The Allottee (s) shall not injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.

m. The Allottee (s) shall not park any vehicle 2/4 wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Allottee (s).

n. The Allottee (s) shall not make any addition, alteration in the structure of the Building, internally within the Apartment or externally within the said Project and shall not change the location and/or design of the window and balcony grills (provided by the Vendors) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the Building / elevation, duly approved and finalized by the architect of the said Project.

o. The Allottee (s) shall not slaughter or permit to be slaughtered any animal and/or bird nor do any act and/or deed in violation of any provision of the Prevention of Cruelty to Animals Act, 1960.

p. The Allottee (s) shall not keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or

otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.

q. The Allottee (s) shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Vendors /Association of the Allottee (s) differs/differ from the colour scheme of the building or deviation or which in the opinion of the Vendors /Association of Allottee (s) may affect the elevation in respect of the exterior walls of the said Project.

r. The Allottee (s) shall not use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

s. The Allottee (s) shall not use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of his/her/their/its own car/cars.

t. The Allottee (s) shall not let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the Project and the Allottee (s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

u. The Allottee (s) shall not encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee (s).



v. The Allottee (s) shall use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function/meeting by all the Apartment owners of the said Project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used for cooking, for warming of the pre-cooked food or final dressing of the food etc. and that shall be done with taking all the safety measures. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said Project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Vendors / Association of Allottee (s) as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other Allottee (s).

w. The Allottee (s) shall strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Vendors and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, the AC Community Hall, To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Vendors /Association of Allottee (s) from time to time.

x. The Allottee (s) shall ensure that all interior work of furniture, fixtures and furbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee (s).

y. The Allottee (s) shall also ensure the following:

**No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as approved by VENDORS for installing the split/high wall air conditioners.

**No Collapsible Gate:**

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Not to install any collapsible gate outside the main door entrance of the said Apartment.

**No Grills:**

Not to install any grill on the balcony or verandah.

**No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

**No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

**No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

**No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

**No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Apartment.

**No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

**No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

**No Plucking Flowers:**



Not to pluck flowers or stems from the gardens.

**No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.

**No Trespassing:**

Not to trespass or allow trespassers over lawns and green plants within the Common Areas.

**No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

**No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

**No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

**Pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee (s) to the VENDORS/Association in terms of this Agreement as also to pay all others taxes payable by the Allottee (s) in terms of this Agreement.

**Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

**Use of Spittoons/Dustbins:**

Use the spittoons/dustbins located at various places in the Project.

N. **ELECTRICITY SUPPLY:**

5/11  
11/11/11

In case CESC Ltd. decides not to provide individual meters to the Buildings and makes provision for a High Tension Supply or Bulk Supply, the Vendors shall provide individual sub-meters to the Allottee (s) upon payment by them of the proportionate security deposit payable to CESC Ltd./any other electricity supply agency for such connection. The exact amount payable by the Allottee (s) will be intimated to the Allottee (s) before possession. The amount of security deposit would be subject to revision as may be so decided by CESC Ltd./any other electricity supply agency from time to time and all Allottee (s) shall, at all times, be liable to proportionately pay such revision/replenishment to CESC Ltd./ any other electricity supply agency, as per the norms of CESC Ltd./any other electricity supply agency. In such a case the Allottee (s) may be required to enter into a separate agreement with the Vendors for supply of electricity through sub meters.

- O. **ADDITIONAL WORK AND FACILITY:** In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Project, the benefit whereof would be for the Allottee (s), or the said Apartment, the Allottee (s) shall be liable to make payment of the proportionate share in respect thereof to the VENDORS and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the Vendors and the Allottee (s) hereby consent to the same.
- P. **ADDITIONAL TAXES, LEVIES AND OUTGOINGS:** If at any time, the Vendors are liable to pay any amount on account of statutory taxes, outgoings and/or impositions including Goods and Service Tax, the Allottee (s) shall be liable and agree to make payment of the amount on account of such statutory taxes and outgoings and to keep the Vendors, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.
- Q. **PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:**

The Allottee (s) agrees/agree and covenants/covenant not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee (s) has/have paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and



has/have duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee (s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the VENDORS shall not be under any obligation to handover possession of the Said Apartment.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(PART II)**

**COVENANTS**

**A. ALLOTTEE'S COVENANTS:**

The Allottee (s) covenants/covenant with the Vendors (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

**B. ALLOTTEE (S) AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:**

The Allottee (s), upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee (s) has/have examined and is acquainted with the Project and has agreed that the Allottee (s) shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

**C. ALLOTTEE (S) TO MUTATE AND PAY RATES & TAXES:**

The Allottee (s) shall (1) pay all fees and charges and cause mutation in the name of the Allottee (s) in the records of KMC or the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee (s)), on the basis of the bills to be raised by the Vendors /Association (upon formation), such bills being conclusive proof of the liability of the Allottee (s) in respect thereof. The Allottee (s) further admits/admit and

accepts/accept that the Allottee (s) shall not claim any deduction or abatement in the aforesaid bills.

- D. The Allottee (s) shall not 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 there being temporary inconvenience in the use and enjoyment by the Allottee (s) of the said Apartment) nor do anything whereby the construction or development of the building or the said Project or the sale or transfer of the other Apartment in the said Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee (s), the Vendors are restrained from construction of the Building and/or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Vendors may have, the Allottee (s) shall be liable to compensate and also indemnify the Vendors for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Vendors.
- E. The Allottee (s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee (s) have 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/her/their obligations and covenants herein contained.

**F. DISHONOUR OF PAYMENT INSTRUMENTS**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee (s) for any reason whatsoever, then the same shall be treated as a default and the Vendors may at its sole discretion be entitled to exercise any recourse available herein. Further, the Vendors shall intimate the Allottee (s) of the dishonour of the cheque and the Allottee (s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Vendors of all the amounts including the dishonour charges of Rs.1000/- (Rupees One Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 30 (thirty) days then the Vendors shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee (s) come forward to pay the entire outstanding amounts, interest and penalty thereof, the Vendors may consider the same at its sole





discretion. In the event of dishonour of any cheque, the Vendors have no obligation to return the original dishonoured cheque.

**G. NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE (S):**

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

G.1 The Allottee (s) shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

**H INDEMNITY:**

The Allottee (s) shall keep the Vendors indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Vendors and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee (s) or the servants / agents / licensees / invitees / visitors of the Allottee (s) and/or any breach or non-observance by the Allottee (s) of the Allottee(s) covenants/covenant and/or any of the terms herein contained.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**PART III**

The Vendors covenants with the Allottee (s) and admits and accepts that:

**A. NO CREATION OF ENCUMBRANCE:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Vendors shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee (s) in respect of the said Apartment, subject to the Allottee (s) fulfilling all terms, conditions and obligations of this Agreement.

**B. DOCUMENTATION FOR LOAN:**

- The VENDORS shall provide to the Allottee (s) all available documents so that the Allottee (s) may get loan from banks and financial institutions, if required by the Allottee (s).

**C. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE (S):**

The Allottee (s) agree that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes/variations as the Vendors may deem appropriate or as may be directed by appropriate authorities or as may be made by the Vendors keeping in mind any extant/proposed laws, rules and regulations. The Allottee (s) agrees/agree to render all cooperation to the Vendors in this regard as and when called upon by the Vendors without any claim demand demur or protest.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**PART IV**

**HOUSE RULES**

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment.
- (2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators of the new building.
- (3) No Allottee(s) shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such the Apartment if the same shall disturb or annoy other occupants of the building. No Allottee(s) shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.
- (4) Each Owner shall keep his/her Apartment in a good state of preservation and cleanliness and shall not throw or permit to



be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.

(5) No article shall be allowed to be placed in the halls or on the staircase landings or fire buildings nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendors.

(6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Vendors

(7) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

(8) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Unit-owner in whose Apartment it shall have been caused.

(9) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the new building unless accompanied.

(10) Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Maintenance-In-Charge of the new building may direct.

(11) No vehicle belonging to a Allottee(s) or to a member of the family or guest, tenant or employee of a Allottee(s) shall be parked in the open space or on the pathway or except the space allotted to him/ her/ it/them or in such manner as to impede or prevent ready access to the entrance of the new building by another vehicle.

(12) The Allottee(s)/s is/are not to fix any antenna, equipment or any gadget on the roof or terrace of the new building or in any window or the exterior of the new building excepting that

the Allottee(s)/s shall be entitled to avail of the cable connection facilities provided to all.

(13) After purchase the Allottee(s)/s shall get his/her/its/their Apartment mutated. In case of default by the Allottee(s)/s, the Vendors will be entitled to get the said Apartment mutated and apportioned in the name of the Allottee(s)/s subject to the Allottee(s)'s/ Allottee(s)s' bearing and paying all costs, charges and expenses including professional fees.

(14) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said new building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

(15) These house rules may be added to, amended or repealed at any time by the Vendors and after formation by the Association of the Allottee (s).

### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

#### **PART V**

#### **JURISDICTION**

Only the Courts of Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR/PROMOTER: Please affix photograph and sign across the photograph



(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASERS/ALLOTEES: Please affix photograph and sign across the photograph

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_ Please affix photograph and sign across the photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

1. Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_



**R E C E I V E D** of and from the within named Allotee(s) the within-mentioned sum of Rs. \_\_\_\_\_ only) being the part payment of the Total Price of the Apartment as per Memo below:

**MEMO OF CONSIDERATION**

<b>CHEQUE NO.</b>	<b>DATE</b>	<b>BANK/BRANCH</b>	<b>AMOUNT</b>
			Rs.
			Rs.

**(RUPEES \_\_\_\_\_ ONLY).**

**WITNESSES:**

5/17

#####  
DATED THIS DAY OF 2021  
#####  
##

BETWEEN

JAGRITI TOWERS PRIVATE  
LIMITED & ANR.  
..... VENDORS

- A N D -

..... ALLOTTEE(S)



AGREEMENT FOR SALE  
(ASPIRATIONS IRIS)

VICTOR MOSES & CO.  
SOLICITORS & ADVOCATES,  
6, OLD POST OFFICE STREET,  
KOLKATA-700 001.