

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ (Date)
day of _____ (Month), 20____

By and Between

FORT BUILDERS, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 7/ 1A, Hazra Road, Kolkata – 700 026, (PAN.....), **represented by Mr. Vivek Kumar Kathotia (Aadhar No.....), Director of its Authorized Partner Fort Projects Pvt. Ltd.**, (CIN No.), a company incorporated under the provisions of the Companies Act, 1956 as extended by the Companies Act 2013 , having its registered office at.....and its corporate office at....., (PAN.....), **authorized vide Board Resolution dated.....**, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the

survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his assigns).

AND

[If the Allottee is a company]

_____, (CIN No._____) a company within the meaning of the Companies Act, 2013, as the case may be], having its registered office at _____(PAN_____), represented by its authorized signatory, (Aadhar no. ._____) 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 successors-in-interest, and permitted assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms._____ (Aadhar no._____) son/daughter/wife of _____, aged about_____ residing at _____ (PAN _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, legal representatives and permitted assigns) of the Third Part.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN_____), represented by its authorized partner_____ (Aadhar No._____) duly authorized vide 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 the partners or partner for the time being of the said firm, and their respective heirs, executors, administrators, successors, legal representatives and/or permitted assigns)of the Third Part

[OR]

[If the Allottee is a HUF]

_____ HUF, a Hindu Undivided Family represented by it Karta Mr. _____(Aadhar no._____) son of

_____ aged about _____, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the coparceners and members for the time being of the said HUF, and their respective heirs, executors, administrators, successors and permitted assigns) of the Third Part

The Vendors and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

Definitions- For the purpose of this Agreement for Sale, unless the context otherwise requires-

- (a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act. XLI of 2017);
- (b) **“Rules”** means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **“Section”** means a section of the Act.
- (e) Words defined in Seventh Schedule **shall** have the meaning mentioned therein.

W H E R E A S

- A.** Fort Builders was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the Municipal Premises No. 37, 38 and 38/1 Panditiya Road, Kolkata 700 029 having a total land area of 13886.06 sq. mtrs (more fully and particularly mentioned and described in the SCHEDULE A hereunder written and hereinafter referred to as the ENTIRE PROPERTY)
- B.** Fort Builders decided to undertake the development of the said Entire Property and in connection therewith caused a map or plan to be sanctioned by Kolkata Municipal Corporation whereby Fort Builders became entitled to undertake construction erection and completion of

various blocks and/or buildings on the lands forming part of Municipal Premises No. 38 and 38/1 Panditiya Road, Kolkata 700 029 comprising of various self-contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other

- C.** After having completed construction of various blocks and/or buildings on the land forming part of Municipal Premises No. 38 and 38/1 Panditiya Road, Kolkata 700 029 Fort Builders caused the entirety of the said three properties namely 37, 38 and 38/1 Panditiya Road, Kolkata 700 029 to be amalgamated which has since been numbered as Municipal Premises No. 37 Panditiya Road, Kolkata 700 029
- D.** Fort Builders has now decided to undertake development of the lands forming part of Premises No. 37 Panditiya Road, Kolkata 700 029 (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said PREMISES) and for the purpose of undertaking the development of the said Premises, the Promoter caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No.2013080034 dated 22/07/2013 which has been renewed and valid upto 22/07/2023 (hereinafter referred to as the said PLAN) whereby the Promoter has become entitled to construct erect and complete a building on the said Premises partly for residential purposes (hereinafter referred to as the RESIDENTIAL AREA) and partly for commercial purposes (hereinafter referred to as the COMMERCIAL AREA) (hereinafter referred to as the said PROJECT)
- E.**
- F. The Promoter got the project registered as a Gold Rated Green Building and is entitled to additional construction in the said project. The Promoter intends to apply for sanction of additional area which shall form part of the Project.**

G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.

H.

I. The Allottee is desirous of acquiring on ownership basis ALL THAT the Apartment No.----- the ----- floor of the building being Building/Block No.----- forming part of the said Project and comprised in the said Residential Area containing by estimation an area of ----- sq. ft. (more or less) (carpet area) (hereinafter referred to as the said APARTMENT situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) TOGETHER WITH ---- car parking spaces AND TOGETHER WITH the undivided proportionate share in all common parts and portions AND TOGETHER WITH the undivided proportionate share in the land underneath the said block/building attributable and/or allocable thereto (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written and hereinafter referred to as the said APARTMENT)

J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. At or before execution of this Agreement the Allottee herein has inspected and fully satisfied herself/himself/itself as to:

(i) The title of the Promoter & the Allottee in respect of the said Land,

(ii) The plan sanctioned by Kolkata Municipal Corporation including its renewal,

(iii) The Area of the said Apartment and has agreed not to raise any objections whatsoever or howsoever.

(iv) The abatement in share or interest in Said Land and common parts and portion on sanction and/or construction of additional area and has agreed not to raise any objections whatsoever or howsoever.

(v) There are several suits and/or proceedings pending in respect of the said Premises (details of such proceedings mentioned and described in the FOURTH SCHEDULE hereunder written and hereinafter referred to as the SUITS AND PROCEEDINGJ.

The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

- I.** The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- 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.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment **described in the Third Schedule hereinabove written.**

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

1. TERMS:

1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment described in the THIRD SCHEDULE hereunder written.

The Total Price/Agreed Consideration for the said Apartment based on the carpet area thereof is Rs. _____ (Rupees _____ only (**“Total Price/Agreed Consideration”**) details whereof are as follows:

Block/Building/Tower no. _____Apartment no. _____ Type	Rate of Apartment per square feet*

*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Covered/open/mechanical	Price for 1
Garage/Covered/open/mechanical	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of allottees after obtaining the completion certificate;

Provided that all the applicable taxes shall be payable by the Allottee to the Promoter, as and when demanded by the promoter/owner.

- iv) iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the installments of the Total Price payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide on written request to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective. The Total Price of the said Apartment includes the proportionate share in land underneath the building now being constructed and Common Areas as mentioned in this Agreement.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise agreed. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the

Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.1.4

The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in the FIFTH SCHEDULE hereunder written (**“Payment Plan”**).

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications save and except what has been described hereinabove and the nature of fixtures, fittings and amenities described in the ----- Schedule hereunder written in respect of the said Apartment, without the previous written consent of the Allottee as per the provisions of the Act and the Promoter may charge additional amounts for such modifications as may be agreed with the Allottee:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be acquired by the Allottee and the Allottee hereby consents to the same and waives his right of giving any further consent.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate is granted by the Corporation, 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 Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Part – II

of Fifth Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Promoter agree and acknowledge, the Allottee shall have the right to the said Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described hereinabove and
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Apartment Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, corporation taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion/ Occupancy Certificate from the Corporation as provided in the Act;
 - (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in Seventh **Schedule** The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in Ninth Schedule hereunder written The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
- 1.9 It is made clear by the Promoter and the Allottee agree that the said Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the **Project is an independent self-contained project covering the said land and is a part of existing project namely FORT OASIS and will be called Tower III of FORT OASIS. The allottees/residents of the existing and future projects to be constructed in the said Fort Oasis**

will not have any right or interest in the amenities and facilities which are exclusive for this current project. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the present and future allottees of the current project more particularly described in the Schedule appearing hereinafter.

- 1.10 The Promoter agrees to pay all outgoings relating to the said Apartment before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the said Apartment to the Allottee, then the Promoter agrees to be liable, even after the transfer of the said Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a total sum of Rs._____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the said Apartment at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment as prescribed in the Payment Plan mentioned in the Fifth Schedule hereunder written whether demanded by the Promoter or not, within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the

Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and 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 necessary declarations, documents, permission, approvals, etc. 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 and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Vendors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment Unit applied for herein in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Apartment, if any, in

his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall take steps to abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment to the Allottee and the Common Areas to the association of allottees. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C".

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price & payment plan mentioned in Fifth Schedule hereunder written and the Additional Liabilities and Deposits mentioned in Ninth Schedule hereunder written and the specifications, the Common Areas, amenities and facilities mentioned in Seventh Schedule hereunder written. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Corporation and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Corporation and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.1.1 The right of the Allottee shall remain restricted to the said Apartment.

6.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment the Allottee had been informed

and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in the Seventh Schedule hereunder written shall not be reduced to the detriment of the Allottee.

6.3 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

7. DELIVERY OF THE SAID APARTMENT:

7.1 Schedule for delivery of the said Apartment:-

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Promoter assures to hand over the said Apartment on 31/03/2021 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 ("Force Majeure"), any act order or direction from the government or any competent authority or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall be terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 days from that date or within such further time as may be agreed between the parties. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Promoter.

7.1A The obligation of the Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in Fifth Schedule as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in Ninth Schedule prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.

7.2 **Procedure for taking Possession-** The Promoter, upon issue of the Partial or Full Occupancy/Completion Certificate by the Corporation, shall offer in writing ("**Notice for Possession**") the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Vendors and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be, corporation taxes and other outgoings in respect of the said Apartment from the date of issuance of the Completion Certificate. The Promoter shall hand over the occupancy/completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.

7.3 **Failure of Allottee to take Possession of the said Apartment-**

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through the Project Advocates including those prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, corporation taxes and other outgoings as specified in Clause 7.2.

7.4 **Possession by Allottee-** After obtaining the occupancy/Completion certificate and handing over physical possession of the Units to all the Allottees, it shall be

responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees as per the local laws.

- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter under this Agreement, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Promoter towards the Total Price shall only be returned by the Promoter to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.
- 7.6 **Compensation.-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Building containing the said Apartment is being constructed or has been constructed that is known to the Vendors but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, 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. It is further made clear that under no circumstances shall the Vendors be liable for any defective title not created by the Vendors and/or any defect that existed prior to the purchase of the land.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoter, the Promoter shall be liable on written demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him towards the Total Price of the said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If, however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter to the Allottee within forty five days of it becoming due and such interest may be adjusted against the interest receivable by the Promoter from the Allottee for delayed payment in terms of Clause 1.11.

- 7.7 With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 7.8 From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.

- 7.9 After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter.
- 7.10 PENT HOUSE – In those cases where the Allottee has agreed to acquire a Pent House, such allottee shall be entitled to the Pent House and also the exclusive right of use of the Terrace forming part of the said Pent House which will include a part of the roof attached to the said Penthouse and the same shall form an integral part of the said Pent House without any right on the part of any other person whomsoever.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has marketable title with respect to the said Land, and also has absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and the said Apartment and Common Areas;
- (iv) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.
- (v) The Promoter have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vi) The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (vii) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of

the said Apartment to the Allottee and the common areas to the association of Allottees;

- (viii) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (ix) The Promoter 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 Premises to the Corporation till the Occupancy/Completion Certificate is issued;
- (x) 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 Apartment) has been received by or served upon the Vendors in respect of the said Land and/or the Project.

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

9.1 Subject to the Force Majeure clauses and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter fails to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period mentioned hereinabove or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority and/or extensions thereof. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including

making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under Fifth Schedule **C** hereto and/or timely payment of the Additional Liabilities and Deposits under Ninth Schedule hereunder written, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive

months after notice from the Promoter in this regard, the Promoter may cancel the allotment /Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter shall be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.

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

- (iii) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter within the above time, then the Allottee shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 days, the Promoter may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3(ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- (iv) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or Commercial Space or portion of the Buildings, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.

- (v) Besides the aforesaid rights the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to in law by reason of any default or breach on the part of the Allottee.

10. CONVEYANCE OF THE SAID APARTMENT:

10.1 The Promoter, on receipt of Total Price of the said Apartment as per Clause 1.2 and Additional Liabilities and Deposits mentioned in Ninth Schedule and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, corporation and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a conveyance deed and convey the title of the said Apartment, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Promoter is made by the Allottee.

10.2 Neither any of the (i) open and covered spaces in the Buildings and the Land not included in the Common Areas mentioned in Seventh Schedule (ii) other Apartments, Commercial Spaces, Apartment Units, Commercial Units and Parking Spaces in the Buildings (except the right to park medium sized car(s) in the said Parking Space) and/or the Premises, (iii) Exclusive Open Terrace attached and/or appurtenant to other Units, (iv) right of further construction on any part of the open land/space comprised in the Land or raising of any additional floor/storey/construction on the roofs of the Buildings including the Common Roof Area and (v) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area in as much as the same shall belong exclusively to the Vendors is intended to be transferred, nor the same shall be transferred in favour of the Allottee and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner

whatsoever on such terms and conditions as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Vendors.

10.3 The right of the Allottee regarding the Undivided Share shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation of the Undivided Share

10.4 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

10.5 Save and except the right of obtaining housing loan in terms of Clause 18 below, the Allottee shall not have any right or lien in respect of the said Apartment till physical possession is made over to him after payment of all amounts by the Allottee.

10.6 The Deed of Conveyance and all other papers and documents in respect of the said Apartment and the Premises shall be prepared and finalized by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter may suffer.

10.7 The Vendors shall be entitled to sell the Commercial Apartments on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled, inter alia, to:

- (a) grant rights to Unit Owners of the Commercial Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the Building abutting the Commercial Units and/or on the internal walls of the Commercial Units and/or in the Common Areas meant for access to the Commercial Units against payment of consideration/charges to the Vendors for the same and neither the Unit Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such Unit Owners of Commercial Units shall belong exclusively to the Vendors;
- (b) provide for a separate additional generator for exclusive use of the Commercial Units only in addition to making available to them the use of the main common generator for Common Areas and purposes;
- (c) **demarcate and allot the parking spaces around the Buildings** for the Unit Owners of Commercial Units;
- (d) allow the Unit Owners of Commercial Units to have additional security systems and additional security guards for the safety and security of the Commercial Units in addition to the common security for the Premises;
- (e) charge Maintenance Charges and Common Expenses to the Unit Owners of Commercial Units at such rate as may be decided by the Vendors/Promoter;
- (f) limit or restrict the rights of the Unit Owners of Commercial Units in respect of use of certain Common Areas;
- (g) grant additional/differential rights to the Unit Owners of Commercial Units in respect of use of certain Common Areas;
- (h) grant differential rights to the Unit Owners of Commercial Units in respect of participation and voting regarding the Association and the Maintenance.

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

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said

Apartment and the same shall be paid by the Allottee as agreed with the Promoter

11.2 The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.

11.3 All the Unit Owners including the Unit Owners of the Commercial Units as also the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

11.4 All papers and documents relating to the formation of the Association shall be got prepared and finalized by the Promoter and the Allottee hereby consents to accept and sign the same.

11.5 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

11.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Buildings including the Allottee herein.

11.7 The rights of the Vendors, the Maintenance Agency and the Association relating to certain matters are more fully specified in Eleventh **Schedule and** the Allottee has irrevocably agreed to be bound by the same.

11.8 The Allottee shall from the Date of Completion, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Vendors.

11.9 The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, corporation and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, corporation taxes and other outgoings, charges, rates, taxes, levies, Cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee from the date of issuance of the Completion Certificate notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

11.10 The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge.

11.11 From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In

case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Vendors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

12. **DEFECT LIABILITY:**

In the event of there being any structural defect and so certified by the Architect that it is a defect made at the time of construction and is **not** due to wear and tear and/or due to weather elements and/or natural causes/calamities and/or due to any additions, alterations and/or modifications , etc. made by any of the Allottees and/or occupants of the said Building in respect of the said Apartment/Unit and such defect is detected within a period of five years from the date of issue of occupancy certificate of the said Apartment/Unit then and in that event the Seller shall cause such defect to be removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Purchaser or any person claiming through or under the Purchaser or because of non-use and/or improper use and/or :

- a) Any negligence and/or laches on the part of the Purchaser
- b) Any act deed or thing on the part of any third party
- c) Any act of vandalism or destruction on the part of any person

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

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access to all Common Areas mentioned in the Seventh **Schedules** as also the garages/covered parking and parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances

warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

14. **USAGE :**

Use of the Common Areas: The Common Areas as located within the Project shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:**

15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment or the Common Areas 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 shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the buildings or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Buildings. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee agrees covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in the Tenth Schedule and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

17. ADDITIONAL CONSTRUCTIONS:

17.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the clauses below.

17.2 The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the

ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions .The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institutions/Housing Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institutions/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter.

19. APARTMENT OWNERSHIP ACT:

Immediately upon completion of the said Project and making over possession of the various units and/or apartments to the intending Allottees, the Promoter shall cause an Association to be formed in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 on the express assurance on the part of the Allottee to sign and execute all deeds documents applications and/or papers as may be necessary and/or required from time to time for formation of such Association

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors or the

Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Vendors. If the Allottee(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Vendors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

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

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

in case of a transfer that is validly made with the prior written consent of the Promoter, as the said obligations go along with the said Apartment for all intents and purposes.

23.2 Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of Clause 18) unless all the following conditions are complied with:-

- a) A minimum period of 1_(one____) years have passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in ----- Schedule hereunder written due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Promoter transfer charges calculated at the rate of Rs. _1,01,000_/- (Rupees One Lac One Thousand __) only of the said Apartment (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Service Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- e) The Allottee shall deposit with the Promoter No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Apartment Unit including the documents pertaining to the above Apartment.

- f) Prior consent in writing is obtained from the Promoter regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Vendors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee 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. Such amount shall be payable by the Allottee on or before the nomination.

23.3 After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Apartment subject to the following conditions:

- a) The said Apartment shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.
- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, corporation and other taxes etc. relating to the said Apartment payable to the Maintenance Agency, the Corporation and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer.

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case

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

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

25. **SEVERABILITY:**

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

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

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

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may

be reasonably required in order to effectuate the provisions of the Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION:**

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

29. **NOTICES:**

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

_____ Name of Allottee

_____ Allottee Address

M/s _____ Owner name

_____ Owner Address

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

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Vendors to the Allottee whose name appears first and

at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

made by the Arbitrator shall be final and the parties agree to be bound by the same.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including Joint buyers)

<p>(1) Signature _____</p> <p>Name _____</p> <p>Address _____</p>	<p>Please affix Photographs and sign across the photograph</p>
<p>(2) Signature _____</p> <p>Name _____</p> <p>Address _____</p>	<p>Please affix Photographs and sign across the photograph</p>

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____
Name _____
Address _____

Please affix Photographs and sign across the photograph

At _____ on _____ in the presence of :

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

THE FIRST SCHEDULE ABOVE REFERRED TO
(ENTIRE PREMISES)

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID PREMISES- PREMISES NO.37 PANDITIYA
ROAD, KOLKATA 700029)

**THE THIRD SCHEDULE ABOVE REFERRED TO
(APARTMENT)**

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(SUITS AND PROCEEDINGS)**

SET OUT DETAILS

**THE FIFTH SCHEDULE ABOVE REFERRED TO
PART - I AND PART - II**

PRICE DETAILS & PAYMENT PLAN

1	On Booking: Such sum as may be agreed, subject to a minimum of	10%
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2	On Agreement: Balance of	30%
3	On casting of each floors, subsequent to agreement	10%
4	On casting of 16th floor balance of 60%	
5	On Brickwork of Respective Flat	10%
6	On fixation of window of Respective Flat	10%
7		
8		
9		
10		
11		
12		
13		
14	On Erection of Lift	5%
15	On Notice of Fit out	10%
16	On possession	5%

THE SIXTH SCHEDULE ABOVE REFERRED TO

- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT

(Finished Specifications)

1. Flooring: Italian Marble Flooring in Drawing/Dining Room
Laminated Wooden Flooring/Vitrified Tiles in Bedrooms
Italian Marble Flooring in Bedrooms – Optional at Extra

Cost

2. Wall & Ceiling: Wall Putty on Walls & Ceiling

- 3. Kitchen:** Anti-Skid Tiles
 Granite Counter Top
 Stainless Steel Sink with Kohler, Jaguar, Kerovit or equivalent Fittings
 2' Dado Tiles above the Counter
 Chimney
 Geysers Outlet
- 4. Toilet:** Anti-Skid Tiles in all Bathrooms
 Wall tiles upto Door Height in all Bathrooms
 Sanitary Ware with Kohler, Jaguar, Duravit, Kerovit or equivalent Fittings
 CP Fittings with Kohler, Jaguar, Duravit, Kerovit or equivalent Fittings
 Concealed Cystem
 Exhaust Fan
 Geysers Outlet in all Bathrooms
 Bathtub/Shower Cubical – Optional at Extra Cost
- 5. Electrical:** DB with over/surge protection of Schneider, Havell's or equivalent
 Fire-resistant Low-smoke Cables of Finolex, Polycab, RR Cable or equivalent
 Modular Switches of Schneider, Havell's, Anchor or equivalent
 A.C. outlets in all Bedrooms & Living and Dining Room
 Adequate numbers of lights, fan, and plug points
 Telephone & TV points in Living Room & all Bedrooms
 Electrical point for Washing Machine & Dryer in Wash Area
- 6. Doors:** Main Door Teak Wood,
 Internal Doors – Flush Doors with Teak Fascia on Both Sides;
- 7. Windows:** Coloured/Anodized Aluminium/UPVC Windows with Toughened Glass Glazing;
- 8. HVAC:** Internal Ducting and Piping for VRV System
 Separate AC Ledge with Accessible Service Area
 VRV Unit – Mandatory at Extra Cost
 Indoor Units – Optional at Extra Cost

(Raw Specifications)

1. **Flooring :** IPS Flooring
 2. **Wall & Ceiling:**
 3. **Kitchen:** IPS Flooring
Black Stone Counter
 4. **Toilet:** IPS Flooring
 5. **Electrical:** DB (Box Only)
 6. **Doors:** Main Door Teak Wood,
 7. **Windows:** Coloured/Anodized Aluminium/UPVC Windows with Toughened Glass Glazing;
- HVAC:** Internal Ducting and Piping for VRV System
Separate AC Ledge with Accessible Service Area
VRV Unit – Mandatory at Extra Cost

Building Specifications

1. **Elevation:** Modern Elevation with Toughened Glass, High-Pressure Laminate, Green Wall
Planter Boxes with Greenery and Outdoor Composite Decking
Balcony with Outdoor Composite Decking
Coloured/Anodized Aluminium/MS Railings
2. **Gr. Floor Lobby:** Beautifully Decorated Air-Conditioned Grand Lobby with Marble Flooring, Wall Cladding, Reception and Guest Seating
Outdoor Landscaped Sit-Out Area
3. **Special Features:** High Speed Automatic Customised Passenger Elevators by ThyssenKrupp
High Speed Automatic Embossed SS Car Service/Stretcher Elevator by ThyssenKrupp

Close Circuit Camera Surveillance

Intercom System

Efficient Fire Fighting System

Intelligent Building Management System

Geyser Outlet

Electric Vehicle Charging Points

Disability-Friendly Accessibility

24 Hrs. Water Supply- Subject to supply from K.M.C

- 24 Hrs. Standby Power Back-up including AC with Automatic Changeover – Mandatory at Extra Cost

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- Green Features:

- i) Rain water Harvesting

- ii) Energy efficient in common areas

- iii)

THE SEVENTH SCHEDULE ABOVE REFERRED TO

Part I - “Common Areas Exclusively for Tower III

1. Lobbies and stair cases of Tower III only
2. Lift pits, chute and machine rooms of the lifts comprised in Tower III only
3. Common drains, sewers and pipes
4. Water supply
5. Underground water reservoir
6. Wires and accessories for lighting of common areas
7. Water pump and motor
8. Lift and lift machinery
9. Firefighting equipment
10. Landscaped area
11. Close circuit TV on the ground floor with central security surveillance
12. Common roof area of Tower III only
13. Fire landing as per applicable rules
14. Lounge and Gym on the 1st Floor of Tower III

Part II - "Common Areas for All the existing buildings in the Fort Oasis Complex, Tower III and Proposed Building on Premises No: 36A, Panditiya Road

1. **Common Driveway and Pathways in the Complex**
2. All the entrances to the Complex.
3. Common staff toilets on the ground floor of All buildings.
4. Common drains, sewers and pipes.
5. Water supply.
6. Common underground water reservoir and overhead water tank
7. Wires and accessories for lighting of common areas

8. Water pump and motor
9. Water Filtration Plant.
10. Firefighting equipment
11. Landscaped area
12. Close circuit TV on the ground floor with central security surveillance
13. Ma Sir
14. Fire landing as per applicable rules
15. Swimming Pool, changing areas and allied services situated in Premises No: 36B, Panditiya Road,
16. Gymnasium, Yoga Room, changing rooms, library, indoor games, TV room situated on 1st Floor of Premises No: 36B, Panditiya Road
17. Lounge situated on ground floor situated on ground floor of Premises No: 36B Panditiya Road
18. Banquet hall and kitchen situated on ground floor of Premises No: 36B, Panditiya Road
19. Indoor Games Room
20. Outdoor Play area, Pond, garden situated in Premises No: 36B Panditiya Road
21. Playground situated in Premises No 36A and 37 Panditiya Road
22. Office situated in Tower I
23. Lounge and Guest Rooms situated in Tower I
24. Generators in the Complex
- 1.
- 2.
- 3.
- 4.

Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Vendors under this Agreement.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

(DEFINITIONS)

- (a) **“Additional/Further Constructions”** shall mean all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Promoter and such Additional Further/Construction may be made from time to time and the owners and occupiers thereof shall have similar rights as the Allottee herein in respect of the Common Areas;
- (b) **“Additional Liabilities”** shall mean the additional liabilities mentioned in **Part I of Schedule G** which are to be paid by the Allottee in addition to the Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (c) **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule C** payable by the Allottee for acquiring the said Apartment Unit;
- (d) **“Apartment”** shall mean any residential apartment (including the servant quarter appurtenant thereto) and/or any duplex apartment (including two servant quarters appurtenant thereto) together with an Exclusive Open Terrace, if any, appurtenant thereto and/or any other covered space in the Buildings which is capable of being exclusively owned, used and/or enjoyed;
- (e) **“Apartment Unit”** shall mean any Apartment and/or other covered space including the Exclusive Open Terrace, if any, appurtenant thereto in the Buildings which is capable of being exclusively owned, used and enjoyed by any Unit Owner, the right, if any, to park car in a Car Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with right to use and enjoy the same in common

and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;

- (f) **“Architects”** shall mean Espace [] who have been appointed as the architects for the Project by the Promoter and/or such other Architects whom the Promoter may from time to time appoint as the Architects for the Project;
- (g) **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the buyers of Apartment Units and Commercial Units and which shall be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (h) **“Buildings”** shall mean the presently proposed new Tower III having retail areas, residential apartments, Parking Spaces and Common Areas and other constructions to be constructed on the Premises by the Promoter in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Promoter from time to time wherever the context so permits;
- (i) **“Built-Up Area”** in relation to an Apartment/Commercial Space shall mean the plinth area of that Apartment/Commercial Space (including the area of bathrooms, balconies, and servant quarter, if any, appurtenant thereto but excluding the area of the Exclusive Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments/Commercial Spaces then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment/Commercial Space;
- (j) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (k) **“Car Parking Spaces”** shall mean the spaces in the (i) basement of Tower III, (ii) ground floor of the Buildings and (iii) open space surrounding or adjacent to the Buildings utilised for Open or Multi level Mechanized Car parking System for parking medium sized cars;
- (l) **“Commercial Space”** shall mean any commercial space in Tower III which is meant for retail use and is capable of being exclusively owned, used and enjoyed by any Unit Owner for such commercial purpose as may be permitted by the Promoter;
- (m) **“Commercial Unit”** shall mean any Commercial Space in Tower

III which is meant for retail use and is capable of being exclusively owned, used and enjoyed by any Unit Owner for such commercial purpose as may be permitted by the Promoter together with the right, if any, to park cars in the Car Parking Spaces demarcated for the use of the Unit Owners of Commercial Units by the Promoter, the undivided impartible variable proportionate share or interest in such of the Common Areas as may be decided by the Promoter with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Commercial Space;

- (n) **“Common Areas”** shall mean the areas and facilities mentioned in **Parts I, II of Schedule E**;
- (o) **“Common Areas for Tower III”** shall mean the areas and facilities mentioned in **Part I of Schedule E** which are meant for common use of the Unit Owners of Tower III only as also additional/further construction in Tower III;
- (p) **“Common Areas for FORT OASIS COMPLEX”** shall mean the areas and facilities mentioned in **Part II of Schedule E** which are meant for common use of the Unit Owners Of all existing buildings, Tower III And Proposed Building in Premises No: 36A Panditiya Road as also additional / further constructions if any;
- (q)
- (r) **“Common Expenses”** shall mean all costs and expenses mentioned in **Schedule K** for the management, maintenance and upkeep of the Buildings, the Common Areas and the expenses for Common Purposes;
- (s) **“Common Purposes”** shall include the purpose of maintaining and managing the Premises, the Buildings and in particular the Common Areas, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- (t) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roofs of the Buildings, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;
- (u) **“Corporation”** shall mean the Kolkata Municipal Corporation

and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;

- (v) **“Date of Possession”** shall mean the date on which the Allottee is handed over possession of the said Apartment;
- (w) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Owner and the Promoter in favour of the Allottee in respect of the said Apartment upon the Allottee complying with all of the Allottee’s obligations, paying and depositing all amounts in time and not committing any breach or default;
- (x) **“Deposits”** shall mean the deposits to be made by the Allottee as mentioned in **Part II of Schedule G** and shall also include any other amount that the Allottee may be required to deposit;
- (y)
- (z) **“Exclusive Open Terrace/s”** shall mean the open terraces attached and/or appurtenant to only certain Apartments in the Buildings, each open terrace having access from a certain Apartment only and meant to be owned, used and enjoyed exclusively by the Unit Owners of such Apartment;
- (aa) **“Exclusive Private Roof Area”** shall mean all portions of the roof over the ultimate top floor of the Buildings other than the Common Roof Area that shall be demarcated by the Promoter in respect of which only the Promoter shall have Exclusive Private Roof Area Rights and in respect of which the Allottee, other Unit Owners and/or occupants of the Buildings shall have no right, title, interest, claim or entitlement whatsoever;
- (bb) **“Exclusive Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the Promoter (along with their guests and visitors) including beautifying and landscaping the same, making a private roof garden, making installations, erections and constructions permissible in law, etc. together with the right to transfer such rights and entitlements;
- (cc) **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings and Common Areas;
- (dd) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;

- (ee) **“Notice for Possession”** shall mean the notice to be issued by the Promoter to the Allottee in terms of Clause 7.2;
- (ff) **“Plan/Plans”** shall mean the plans of the Buildings which have been sanctioned and approved by the Kolkata Municipal Corporation bearing Building Permit No. 2013080034 dated 23/07/2013 and as renewed till 22/07/2023 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions, if any;
- (gg) **“Premises”** shall mean the said Land described in the Second Schedule containing by estimation an area of 13886.06 square meters be the same a little more or less together with two storied brick built messuage hereditaments dwelling house and premises and all other structures standing thereon and situate lying at and being Municipal Premises No. 37, Panditiya Road, Police Station Rabindra Sarobar, Kolkata 700 029 within Ward No. 85 of the Kolkata Municipal Corporation and shall also include, wherever the context permits, the Buildings and Common Areas to be constructed thereon;
- (hh) **“Project”** shall mean the work of development of the Premises by the Promoter, construction and completion of the Buildings (including Additional/Further Constructions), marketing and sale of the Units and other rights, handing over of possession of the completed units to the Unit Owners and execution and registration of the Deeds of Conveyance in favour of the Unit Owners;
- (ii) **“Project Advocates”** shall mean Messrs. R.L. Gaggar & Co., Advocates of Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the Promoter and/or such other Advocates whom the Promoter may from time to time appoint as the Advocates for the Project.
- (jj) **“Rights on Allottee’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter shall be entitled in case of any default or breach by the Allottee;
- (kk) **“Said Apartment”** shall mean the Apartment (including the servant quarter appurtenant thereto) together with Exclusive Open Terrace, if any, described in **Schedule A** hereto;
- (ll) **“Said Apartment Unit”** shall mean the said Apartment, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas

with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;

- (mm) **“Said Land”** shall mean the land containing by estimation an area of 13886.06 square meters more or less comprised in the Premises and more fully described in **Schedule I**;
- (nn) **“Said Parking Space”** shall mean the right to park medium sized car(s), if any, appurtenant to the said Apartment described in **Part-II of Schedule A** hereto;
- (oo) **“Said Undivided Share”** shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the said Apartment;
- (pp) **“Sinking Fund”** shall mean the fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Allottee herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- (qq)
- (rr) **“Undivided Share”** in relation to an Apartment shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the concerned Apartment;
- (ss) **“Unit”** shall according to the context mean any unit in the Buildings, whether an Apartment Unit or a Commercial Unit;
- (tt) **“Unit Owners”** shall, according to the context, mean all allottees and/or intending allottees of different Units in the Buildings and shall also include the Vendors (and their transferees) in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated by them;
- (uu)
- (vv)
- (ww)
- (xx) **“Masculine Gender”** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

THE NINTH SCHEDULE ABOVE REFERRED TO**PART I –ADDITIONAL LIABILITIES**

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Goods and Service Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or along with the payment of the respective installment or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) Legal Fees at the rate of Rs. 30,000/- payable directly to the Project Advocates; 50 per cent of which shall be paid within 30 days from the booking of the said Apartment and the balance 50 per cent shall be paid on or before the Date of Possession.
- (iii) Advance Maintenance Charges at the rate of Rs. 36/- per Square Feet of the Super Built-up Area to be paid on or before the Date of Possession.
- (iv) HT electric Line and Transformer Charges being Rs.100/- per Square Feet of the Super Built- Up Area to be paid on or before Fit Out Possession.
- (v) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.
- (vi) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any

time together with miscellaneous expenses for registration of each document.

- (vii) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration of the Plans in relation to the said Apartment.
- (viii) Proportionate costs, charges and expenses for formation of the Association for the Common Purposes.
- (ix) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (x) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Buildings and/or the Premises.
- (xi) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

PART II –DEPOSITS

The following Deposits are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertaken to pay the same within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

- (i) Security Deposit for Corporation Taxes at the rate of Rs. 36/- per square feet of Super Built-up Area of the said Apartment shall be payable to the Promoter on or before the Date of Possession. Such Security Deposit shall be used for payment/reimbursement of corporation taxes paid by the Promoter on behalf of the Allottee. In the event of the actual amount of corporation taxes paid /reimbursed being less than the deposit amount, the excess amount shall be refunded to the Allottee by the Promoter. If, however, the actual amounts of corporation taxes paid/reimbursed are more than the deposit amount, then

the deficit amount shall be paid by the Allottee to the Promoter within 7 days of demand.

- (ii) Refundable Deposit for Sinking Fund of Rs. 1,00,000/- (Rupees One lakh only) shall be payable to the Promoter on or before the Date of Possession.
- (iii) Security Deposit for electric supply/ individual meter for the said Apartment as per actuals payable to the electricity supply authority.
- (iv) Security Deposits for any other item in respect of which payment is to be made by the Allottee under Part I.
- (v) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

THE TENTH SCHEDULE ABOVE REFERRED TO

ALLOTTEE'S COVENANTS & HOUSE RULES

1. The Allottee has agreed undertaken and covenanted to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
 - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the said Premises or on any portion thereof;
 - e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
 - f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any

other Apartment in the Buildings and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;

g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;

h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. ___/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;

j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electricity Supply Agency in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the

manner indicated by the Promoter/Maintenance Agency (upon formation)

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

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

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

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

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

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

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

2. the Allottee has agreed and covenanted:

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

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

c) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding

outside the exterior of the said Apartment or any portion thereof;

d) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;

e) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;

f) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc.;

g) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;

h) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;

i) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated;

j) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

k) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;

l) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;

m) not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises not meant to be a common area or portion;

- n) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments therein and/or the Commercial Spaces by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;
- o) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas.
- p) not to object, obstruct or create any hindrance to the use of the Common Areas particularly those mentioned in Part-III of Schedule E by the owners and occupiers of all Apartment Units and/or Commercial Units and/or other spaces of the Project as also the Additional/Further Constructions;
- q) not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- r) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- s) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- t) not hang or cause to be hung clothes from the balconies of the Said Apartment;
- u) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any,
- v) not to sell, transfer, let out or part with possession of the said parking space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the

same only for the purpose of parking of a motor car;

w) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;

x) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement;

y) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

z) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;

aa) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;

bb) not to keep or harbour any bird or animal in the Common Areas of the Premises;

cc) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;

dd) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window

type air-conditioner;

ee) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas;

ff) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terraces in the Buildings and the Premises save and except the said Exclusive Open Terrace, if any,

gg) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Premises and/or the neighbourhood;

hh) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;

ii) not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees in respect of other Apartment Units;

jj) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;

kk) not to change the Project name and its logo under any circumstances whatsoever;

ll) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area; and

mm) not to interfere in any manner with the Exclusive Private Roof Area Rights of the Vendors (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 10.3

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

therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or Commercial Unit or any portion of the Premises and/or the Premises.

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

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

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

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

8. The transaction contemplated herein is a single transaction

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

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

THE ELEVENTH SCHEDULE ABOVE REFERRED TO

COMMON EXPENSES

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the

Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.

7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottee.

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

9. **Management Fees**

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

THE TWELTH SCHEDULE ABOVE REFERRED TO

(RIGHTS OF THE ASSOCIATION)

RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

a) Apportionment of any liability of the Allottee in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.

b) The Maintenance Charges payable by the Allottee with effect from the date of issue of the Completion Certificate, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 4/- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Service Tax.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time

and the Allottee shall not be entitled to object thereto.

d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days' notice in writing.

SCHEDULE- I

1. By a registered Deed of Lease dated 18th September 2003 and made between Tapan Mukherjee therein referred to as the Lessor of the First Part and Sanjay Gupta therein referred to as the Confirming Party of the Second Part and Fort Builders therein referred to as the Lessee of the Third Part and registered at office of the Additional Registrar of Assurances, Kolkata in Book No. I, Volume No. I, Pages from 1 to 31, Being No. 11622 for the year 2003, the said Lessor with the consent and concurrence of the said Confirming Party granted a Lease in respect of ALL THAT the Municipal Premises no. 37, 38 and 38/1, Panditiya Road, Kolkata – 700 029 (more fully and particularly mentioned and described in the schedule therein written) for a term of 999 years commencing from 1st September 2003 at and for the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease.
2. By an Indenture of Conveyance dated 18th day of January 2005 the said Fort Builders acquired the reversionary rights of the Owner in

respect of land at premises no. 37, 38 and 38/1, Panditiya Road, Kolkata – 700 029, whereby the said Fort Builders became the Owners of the entire land at premises no. 37, 38 and 38/1, Panditiya Road, Kolkata – 700 029.

3. In pursuance to the said Deed of Lease the Lessee viz. Fort Builders made payment of the rent covering the entire period of lease and the same has been duly accepted by the Lessor.
4. Upon an application being made to the Kolkata Municipal Corporation, all 3(three) aforesaid plots namely Premises No. 37, 38 & 38/1, Panditiya Road, Kolkata – 700029 were amalgamated into one singular plot and the same has been re-numbered and is presently known as Premises No. 37, Panditiya Road, Kolkata– 700029 having an area of more or less 13886.06 sq. mt. and is hereinafter referred to as “the larger premises”.
5. The erstwhile Premises No.38/1, Panditiya Road, Kolkata – 700 029 measures more or less 11254.90 sq. mtrs while the erstwhile Premises No.38, Panditiya Road, Kolkata measures more or less 1563.42 sq. mtrs.
6. The erstwhile Premises No.37, Panditiya Road measures more or less 1067.74 sq. mtrs.
7. The larger Premises, is contiguous to Municipal Premises No.36B, Panditiya Road, Kolkata 700 029 which is presently owned and/or belongs to eighteen private limited companies and is being developed by Fort Projects Pvt. Limited (hereinafter referred to as FORT PROJECTS) and is also contiguous to Municipal Premises No.36A, Panditiya Road, Kolkata – 700 029 which is presently under a Lease for a period of 99 years with Analytical Management Consultants Pvt. Ltd (hereinafter referred to as AMC).
8. The said Fort Projects, AMC and the Promoter herein have formulated a scheme whereby they have agreed to undertake the development of

their respective premises in a manner that the open areas of their respective premises being contiguous to each other and the certain facilities/utilities shall be used by the intending purchasers of their respective premises in common and the said development projects of the said premises shall be in common known as 'FORT OASIS'.

9. In pursuance to the said scheme the said Fort Projects, AMC and the Promoter herein also entered into an Agreement on 5th January 2006 (hereinafter referred to as the AGREEMENT) wherein it has been agreed that various facilities (hereinafter referred to as the FACILITIES) to be provided will remain common for all the apartment/unit owners in the buildings to be constructed on the said premises 38/1, 37, 36A and 36B Panditiya Road, Kolkata belonging to the Seller, AMC and Fort Projects respectively and such facilities shall be maintained by such agency and/or company appointed by the said Promoter, AMC and Fort Projects jointly and various owners and/or legal occupants of the various apartments/units in the buildings to be constructed on the said premises 38/1, 37, 36A and 36B Panditiya Road, Kolkata will avail such facilities on such terms and conditions as may be framed by the said agency/company.
10. In pursuant to the said scheme the Promoter after causing the said Premises to be vacated caused a map and/or plan to be sanctioned by the authorities concerned being B.S. No. 2013080034 dated 23.07.2013 and subsequently renewed till 22/07/2023 (hereinafter referred to as the said PLAN) whereby and where under the Promoter became entitled to construct, erect and complete a new building and/or buildings on the said Premises (hereinafter referred to as 'NEW BUILDING') comprising of various self-contained flats/units/apartments/servant rooms/utility rooms other constructed spaces and car parking spaces to be ultimately held and/or owned by various intending purchasers on ownership basis.

11. The Promoter has already commenced the work of construction of the said New Building at the said Premises.