

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this day of
Two Thousand and

By and Between

SALTEE INFRASTRUCTURE LIMITED, (CIN: U70101WB1995PLC072515 and having Income Tax PAN: AAEC54854R), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at AE-40, Sector-I, Salt Lake City, Kolkata - 700064, represented by its authorised signatory (having Income Tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O., P.S., authorised 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 its successor-in-interest and assigns) of the **FIRST PART**

AND

SHIVAM INDUSTRIAL PARKS & ESTATES LIMITED, (CIN: U70200WB1996-PLC076554 having Income-tax PAN: AAGCS8293J), a company incorporated under Part-IX of the Companies Act 1956 and having its registered office at 26/2B, Khagendra Nath Chatterjee Road, Shed No. 8D, Kolkata - 700002, represented by its authorised Director and signatory Shri (having Income Tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O., P.S., authorised vide Board resolution dated, hereinafter referred to as the "**Landowner/ Confirming Party**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **SECOND PART**

AND

[If the Allottee is a company]

M/s, (CIN: and having Income-tax PAN:), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at, represented by its authorised signatory (having Income Tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O.,



P.S., authorised vide Board resolution dated, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a partnership]

M/s, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at, (having Income-tax PAN:), represented by its authorised partner (Income-tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O., P.S., duly authorised vide, 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, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an individual]

Mr. / Ms., (Income-tax PAN:), son/daughter/wife of, by faith, by occupation, Citizen of, residing at, P.O., P.S., hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, legal representatives, executors, administrators and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr., (Income-tax PAN:), son of, aged about years, by faith, by occupation, Citizen of, residing at, P.O., P.S., for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at, P.O., P.S., (Income-tax PAN:), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed

to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter, the Landowner and the Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**"

DEFINITIONS:

For the purpose of this Agreement of Sale, unless the context otherwise requires:

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

And the definitions as contained in the **Tenth Schedule** hereunder written.

WHEREAS:

- A. Shivam Industrial Parks & Estates Limited, the Landowner/ Confirming Party herein, is the absolute and lawful owner of **All Those** pieces and parcels of land measuring in aggregate an area of 186 Sataks, more or less, (as per Record of Rights 187 Sataks) in Mouza Gopalpur, J.L. No. 2, P.S. Airport (formerly Rajarhat), comprised in R.S./ L.R. Dag Nos. 3387 (0.18 acre), 3392 (0.09 acre), 3393 (Part 0.10 acre), 3394 (0.12 acre, as per RoR 0.13 acre), 3395 (Part 0.02 acre), 3396 (Part 0.02 acre), 3397 (0.24 acre), 3399 (Part 0.20 acre), 3403 (Part 0.13 acre), 3405 (Part 0.01 acre), 3412 (Part - 0.46 acre), 3413 (Part 0.01 acre) and 3416 (Part 0.28 acre) under L.R. Khatian No. 3692 in the District of North 24 Parganas being the Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, (formerly Municipal Holding No. RGM 5/148 under the erstwhile Rajarhat-Gopalpur Municipality), hereinafter referred to as the said '**Entire Property**'. The fact relating to the devolution of title of the said Entire Property to the Landowner/ Confirming Party herein is described in **Part-I of the First Schedule** hereunder written.
- B. By an Agreement dated 7th day of April 2014 made between the said Shivam Industrial Park and Estate Limited, the Landowner/ Confirming Party herein,

therein referred to as the Owner of the One Part and the Saltee Infrastructure Limited, the Promoter herein therein referred to as the Developer of the Other Part duly registered at the office of the District Sub-Registrar-II, North 24-Parganas at Barasat, and recorded in Book No. I, CD Volume Number 6, Pages from 3998 to 4018 Being No. 02768 for the year 2014 (hereinafter referred to as the '**Development Agreement**') the said Landowner for the consideration and on the terms and conditions contained and recorded therein granted exclusive right to the Promoter to develop **All Those** pieces and parcels of land measuring in aggregate an area of 91.5 Sataks (0.915 Acre) equivalent to 55.3575 Cottahs, more or less, being entirety of the land comprised at the east side of the main road out of the said Entire Property, morefully described in the First Schedule thereunder written and also described in **Part-II of the First Schedule** hereinabove written and hereinafter referred to as the '**Said Land**' and put the Promoter in vacant possession thereof for the purpose of development.

- C. Pursuant to the said Development Agreement, the Promoter with the consent and concurrence of the Landowner/Confirming Party has caused a map or plan to be sanctioned by the then Rajarhat-Gopalpur Municipality in the name of the Landowner/Confirming Party herein for construction and erection of two separate buildings, one for mainly residential use and another for commercial use at the Said Land *vide* plan sanction No. 527/13-14 dated 21/11/2014 (both the said buildings are hereafter collectively referred to as the **Said Buildings**) and the Said Buildings are to remain independent of each other excepting that certain general common areas and amenities are to remain common between them for use and enjoyment.
- D. Development of the Said Land and construction thereat is proposed to be done by the Promoter in two phases; in the first phase (Phase-1) by constructing a mainly residential building at the northern portion of the Said Land, morefully and particularly described in the **Part-III of the First Schedule** hereunder written (hereinafter referred to as the '**Project Land**') and then in the next phase by constructing the other building for commercial use at the southern portion of the Said Land, morefully and particularly described in the **Part-IV of the First Schedule** hereunder written (hereinafter called the '**Remaining Land**'). The project contemplated herein in Phase-1 shall consist of the building comprising basement, mezzanine, ground and seven upper floors primarily for residential use and portion of the ground floor of the said building for commercial use having self-contained residential flats, apartments, units, shop rooms and parking spaces capable of being held and/or enjoyed independent of each other at the said Project Land.



- E. It was further decided by the Landowner and the Promoter and hereby acknowledged by the Allottee that the permissible ground coverage and FAR for the Project Land and the Remaining Land need not be fully/uniformly utilized for erection, construction and completion of the said two buildings and the Promoter may vary the utilization of the permissible ground coverage/FAR for the aforesaid two buildings without exceeding the total permissible ground coverage and FAR for entirety of the Said Land.
- F. In pursuance to the said Development Agreement and the plan sanctioned by the then Rajarhat-Gopalpur Municipality, the Promoter has already commenced construction of the building at the Project Land on or about 20th day of August, 2015.
- G. After constitution of Bidhannagar Municipal Corporation (which also covered the area of said erstwhile Rajarhat-Gopalpur Municipality), the Bidhannagar Municipal Corporation has sanctioned the revised plan being Building Plan Sanction No. BMC/BPN/RG/178/112/16-17(1/9 to 9/9)R dated 20/03/2018 in supersession of the aforesaid previous Sanction No. 527/13-14 dated 21/11/2014 granted by the Rajarhat-Gopalpur Municipality.
- H. The Project Land, as aforesaid, is earmarked for the purpose of construction of a building comprising basement, mezzanine, ground and seven upper floors primarily for residential use and partly for commercial use having self-contained residential flats, apartments, units, shop rooms and parking spaces capable of being held and/or enjoyed independent of each other and the said project shall be known as **Saltee Splendora**.
- I. In terms of the said Development Agreement, the Promoter is fully competent to enter into this Agreement and has the sole and exclusive right, authority and power to commence, carry out construction and to sell and transfer the flats, units, shops, car parking spaces and other saleable areas in the proposed building complex at the Said Land comprising the Project Land and the Remaining Portion of Said Land with exclusive right to transfer or otherwise deal with the same in such manner as the Promoter deems appropriate.
- J. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Said Buildings project from the Bidhannagar Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans save and except as permitted under the law or in strict compliance with section 14 of the Act and other applicable law.
- K. The Promoter has taken the construction finance from the LIC Housing Finance Ltd. for the said development at the Said Land vide sanction Letter



dated 15th March, 2017 and mortgaged the undivided 60% share in the Said Land together with similar undivided 60% share in the buildings/structures constructed / being constructed thereon and also the assignment/hypothecation of the Promoter's share of receivables from the entire building complex at the Said Land by Indenture of Mortgage dated 18th day of July, 2017 which is registered in the office of Additional Registrar of Assurances-IV, Kolkata and recorded in Book I, Volume Number 1904-2017, Pages from 281899 to 281952 Being No. 190407364 for the year 2017. The Promoter hereby clarifies that on or before the execution of the deed of conveyance in respect of the Apartment/ Unit intended to be acquired by the Allottee, a release/ no objection shall be obtained by the Promoter from the said LIC Housing Finance Ltd. regarding transfer of the said Apartment/ Unit. The Promoter also agrees to obtain NOC to facilitate the Allottee to take Home Loan for the purchase of the said Apartment/ Unit.

- L. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on under registration no. _____.
- M. The Allottee had applied for a flat/ shop / unit in the Project vide application No. dated and has been allotted **All That** flat/ shop / unit No. having carpet area of square feet together with exclusive balcony area of square feet together with appurtenant open terrace area of square feet, be the same a little more or less, on the floor and of the proportionate undivided share in the Common Areas to be used in common with other allottees in the Project and also the external wall/column area of the said flat/ shop / unit, consisting of square feet of super built-up area, be the same a little more or less, together with the right to use nos. open / covered car parking space at the open compound/ ground / basement floor of the building under construction at the said project **Saltee Splendor** (hereinafter collectively referred to as the "**Said Apartment**") more particularly described in **Second Schedule** hereunder written and the floor plan of the flat/ shop / unit is annexed hereto and marked as **Annexure-1**).
- N. The Allottee has represented and assured the Promoter that the Allottee is legally and otherwise competent to enter into this agreement and has adequate financial capacity to purchase and acquire the Said Apartment and has adequate competence to fulfill his/her/its/their obligations under these presents and the Allottee shall furnish copies of requisite documents, information and details relating to his/her/its/their identity including Income-tax PAN card as required by the Promoter and/or the Landowner/ Confirming Party from time to time.

- O. The Allottee shall abide by and comply with all applicable rules, regulations and statutes as laid down and notified by the appropriate governments or its departments from time to time relating to purchase of the Said Apartment and remittance of funds.
- P. The Allottee hereby undertakes to comply with and carry out from time to time, after the Allottee has taken over possession of the Said Apartment, all the requirements, requisitions, demands and repairs as required by any development, environment, statutory, municipal, government and/or competent authority, at his/her/its/their own costs and shall keep the Promoter, the Landowner/ Confirming Party and the said Project indemnified, secured and harmless against all costs, consequences and damages on account of non-compliance with the said requirements, requisitions, demands and repairs.
- Q. The Allottee further acknowledges that until formation of the Association, the Promoter shall cause to maintain the Project and the Common Areas and Amenities thereof by appointment of Facility Manager or otherwise.
- R. The authenticated copy of the Title Report cum Encumbrance Certificate issued by the Advocate of the Promoter has been uploaded in the official website of the Project under WBHIRA and the Allottee may also independently satisfy himself/herself/itself/ themselves about the Landowner/Confirming Party's title to the Said Land and the rights and powers of the Promoter in respect thereof at a portion of which the Project is to be developed.
- S. The Allottee shall abide by the covenants and obligations mentioned in the **Eighth Schedule** hereunder written which shall be construed as the covenants running with the title of the Said Apartment.
- T. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- U. 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.
- V. 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.
- W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees



to sell and the Allottee hereby agrees to purchase the Said Apartment as specified in the **Second Schedule** hereunder 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:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter with the consent and concurrence of the Landowner/Confirming Party agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Apartment as specified in the **Second Schedule** hereunder written.
- 1.2 The Total Price for the Said Apartment and appurtenances based on the carpet area is Rs. _____/- (Rupees _____ only) ("**Total Price**"):

Apartment and appurtenances details		Amount (in Rs.)
(1)	Flat / Unit / Shop No. on the floor of the building under construction having carpet area of square feet @ Rs. per square feet	
(2)	Exclusive balcony area of square feet appurtenant to the said flat / unit @ Rs. per square feet	
(3)	Exclusive open terrace area of square feet attached to the said flat / unit @ Rs. per square feet	
(4)	Proportionate undivided share of common area of square feet attributable to the said flat / unit/ shop @ Rs. per square feet	
(5) Nos. of open / top covered parking space admeasuring square feet each at the open compound / ground / basement floor of the building at the rate of Rs./- per parking space	
(6)	PLC and Floor escalation Charges	
(7)	Consolidated Price without GST (in Rupees)	

(8)	CGST as per prevailing rate @% on items other than item at Sl. No. (6)	
(9)	SGST as per prevailing rate @% on items other than item at Sl. No. (6)	
(10)	CGST as per prevailing rate @% on item at Sl. No. (6)	
(11)	SGST as per prevailing rate @% on item at Sl. No. (6)	
(12)	Total Price in Rupees	

1.3 **Additional Costs and Charges:** In addition to the Total Price mentioned hereinabove, the Allottee shall also pay the following amounts (hereinafter collectively referred as “**Additional Cost and Charges**”) with the GST, as applicable thereon, to the Promoter and payment of such amount shall be made, unless specifically mentioned otherwise, at or before taking over possession of the Said Apartment:

- (a) **Utility Charges:** Rs./- (Rupees) per square feet of super built-up area on account of costs charges and expenses for arranging electrical connection (including installation of transformer, if required, and excluding the security deposit) from the electric supply authority and further installation of a Diesel Generator for power back-up to run the basic facilities at the said building complex including limited provision of (i) 2 KVA for the 3 Bed-roomed flat; and (ii) 3 KVA for the 4 Bed-roomed flat at the Project for use during power failure; additional requirement of more than standby power reserved for each flat specified hereinabove, however, subject to availability will be charged extra.
- (b) **Advance Common Expenses / Maintenance Charges:** interest free advance for proportionate share of the common expenses as described in the **Seventh Schedule** below (**Common Expenses / Maintenance Charges**) @ Rs. (Rupees only) plus estimated cost of diesel for generator plus service tax per square feet of super built-up area per month, for 12 (twelve) months from the Date of Notice for Possession (as defined in Clause 7.2 below). It is clarified that the Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Areas and Amenities but not of the Said Club, provisions regarding which are separately provided in Clause 1.20 herein below. The Advance Common Expenses/ Maintenance Charges shall be utilized for meeting the Common Expenses/Maintenance Charges for the said limited period of 12 (twelve) months only and the Allottee upon making such payment shall have no further obligation to

pay any other amount towards Common Expenses/ Maintenance Charges for the said period of 12 (twelve) months. The amount paid by the Allottee as Advance Common Expenses/ Maintenance Charges shall be utilized by the Promoter/ Facility Manager to meet all expenses towards Common Expenses/ Maintenance Charges, without obligation of any accounting for the same.

- (c) **Club Infrastructure Charge:** Rs. (Rupees only) per square feet of super built-up area on account of the costs charges and expenses for providing and arranging infrastructure facility at the Club and at the Rooftop to be used in common with the owners/ occupiers of other flats/ shops / units in the said Project.

- 1.4 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 increase in the rates of GST and/or levy of new taxes and/ or any up-gradation of the specifications at the request of the Allottee. 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in the **Third Schedule** hereunder written ("**Payment Plan**"), time being the essence. The Allottee shall be responsible for ensuring that payment of each instalment is made within 14 (fourteen) days of the demand for the said instalment being made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account.
- 1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6% 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.

- 1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Fourth Schedule** and **Fifth Schedule** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Said Apartment, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.8 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 certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the 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, for the additional carpet area which is not more than three percent of the carpet area of the apartment allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Third Schedule. All these monetary adjustments shall be made at the same rate per square feet as may be calculated as per para 1.2 and 1.3 hereinabove.

- 1.9 Subject to para 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Said Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes and the specifications to be provided within the Apartment and the Project as mentioned in the Fourth Schedule and Fifth Schedule hereunder written;



- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment during the working hours on the working days upon prior appointment with the Promoter and subject to adherence of necessary safety measures.

1.10 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the right to use nos. open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of Allottee. It is clarified that, unless otherwise specified, Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.11 The Promoter agrees to pay all outgoing or obtain NOC before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if availed by the Promoter) and interest on mortgages or other encumbrances to the extent of the Apartment and such other liabilities payable to competent authorities, banks and financial institutions, which are pertaining to the Apartment. If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon pertaining to the Said Apartment before transferring the Said Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Said Apartment, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs./- (Rupees) only as booking amount being part payment towards the Total Price of the Said Apartment at the time of application, the receipt of which the Promoter doth hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Said Apartment as prescribed in the Payment Plan [Third Schedule] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

1.13 In addition to the said Total Price and the Additional Costs and Charges specified hereinabove, the Allottee shall be liable to bear and pay to the Promoter certain interest free deposits in various accounts (hereinafter referred

to as the **Deposits**, the details whereof shall appear from **Part-I** of the **Ninth Schedule** appearing hereinafter written) which together with all applicable taxes, duties, etc. must be paid by the Allottee to the Promoter in the manner mentioned in the **Part-II** of the **Ninth Schedule** appearing hereinafter.

- 1.14 The surplus/deficit of the said Deposits shall be transferred by the Promoter either to the Association, upon its formation, if the common maintenance function is taken over by the Association or to the Facility Manager looking after maintenance of common services and common parts and portions of the said Project, after deduction of all expenses and adjustment of outstanding from various transferees/allottees.
- 1.15 It is agreed and recorded and further covenanted that the Allottee shall be liable to pay to the Association towards sinking fund to meet any contingency and for any capital expenditure required to be done in future as determined by the Association.
- 1.16 The Allottee shall be liable to pay all the municipal rates, taxes and outgoings in respect of the Said Apartment leviable for the period from the date of Notice for Possession (actual or deemed whichever is earlier) or from the date of execution of the proposed deed of conveyance of the Apartment in favour of the Allottee whichever is earlier. Until separate assessment/ apportionment and/or mutation of the Said Apartment, the Allottee shall periodically pay and/or reimburse to the Promoter the proportionate amount of municipal rates, taxes, outgoings and impositions as may be found payable on account and in respect of the Said Apartment from the date of Notice for Possession or from the date of execution of the proposed deed of conveyance whichever is earlier. Upon separate assessment/apportionment and/or mutation of the Said Apartment, the Allottee shall solely be responsible to pay such entire rates, taxes, outgoings and impositions as may be assessed on account and in respect of the Said Apartment.
- 1.17 Besides the amount of such municipal rates, taxes, outgoings and impositions, the Allottee shall also proportionately bear and pay all other applicable rates and impositions wholly for the Said Apartment and proportionately for the Project from the date of Notice for Possession or from the date of execution of the proposed deed of conveyance for transfer of the Said Apartment in favor of the Allottee, whichever is earlier.
- 1.18 The Allottee shall be liable and agrees to make payment of all costs and expenses of stamp duty, registration fees, together with fixed miscellaneous expenses of Rs. 10,000/- (Rupees ten thousand) for every instance of registration and all other fees and charges, if any, shall be borne and paid 15 (fifteen) days prior to the date of registration.



- 1.19 It is declared and confirmed that the Allottee shall not be entitled to transfer/ assign the benefits of this agreement in favour of any other party without obtaining the prior written approval of the Promoter, subject to (i) the payment of a sum equivalent to two percent of the Total Price (excluding GST) of the Said Apartment plus applicable taxes to be paid by the Allottee to the Promoter as the charges for such transfer/assignment/ nomination, (ii) consent from the Bank/ Financial Institution from which the Allottee has obtained home loan finance and/or financial assistance (if applicable) and (iii) expiry of 18 months (lock-in period) from the date of this Agreement during which it is agreed that the Allottee shall not be entitled to transfer/assign/nominate this Agreement/ Apartment. In the event of transfer/ assignment/ nomination, the transferee/ assignee/ nominee shall be obliged to fulfill and observe all the covenants and obligations of the Allottee under this Agreement including those that remain unfulfilled by the Allottee even retrospectively at the time of such assignment/ nomination.
- 1.20 Facilities at the Club as well as the Rooftop of the Said Building are intended to be allowed for use by the allottees/ owners and/or occupiers of the various flats/units/ shops at the Said Building upon its construction at the Project Land subject to such rules and regulations as shall be formulated by the Promoter/ Facility Manager as to user thereof and upon making payment of such periodic Usage Charges and charges for user of services and facilities therein as may be decided and/or determined by the Facility Manager and upon taking over maintenance and management of the Said Building by the Association in consultation with the Facility Manager. The Allottee shall be liable and commits himself/herself/itself/themselves to make payment of the said user/ facility charges and also the recurring subscription/ charges payable in respect of the said facilities and/or cost of availing of the said facilities and services together with the common maintenance charges for the Said Apartment within the 7th day of each and every month for which the same becomes due.
- 1.21 The right to use the facilities at the Club shall be personal to the allottees of the apartments/ units in the Said Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Apartment/ Unit upon the sale / transfer thereof by the allottee. In the event, the Said Apartment in the Said Building is sold / transferred by the Allottee, then the Allottee along with his family members being the associate members of the Club, shall cease to be members of the Club, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Apartment, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Said Club.



- 1.22 The Allottee is obliged and agrees to pay Annual Club Usage Charges and such monthly/ quarterly/ annually Club Usage Charges shall be applicable from the date of start of operations of the Club or the date of Notice for Possession, whichever is later. Such Club Usage Charges shall be payable monthly/ quarterly/ annually in advance to the Facility Manager, failing which the Allottee shall not be entitled to use / access the Club. The Allottee is aware that in addition to the aforesaid Club Usage Charges, the Allottee shall be obliged to and agrees to pay usage charges, if any, for specific service(s) availed of by the Allottee, as per rates determined by the Facility Manager.
- 1.23 The Landowner/Confirming Party has been made party to this Agreement merely to confirm that upon the Promoter complying with its obligations towards the Landowner/Confirming Party under the said Development Agreement, the Landowner/ Confirming Party shall join in as party to the deed of conveyance or transfer that be executed and registered by the Promoter for sale of the Said Apartment in favour of the Allottee in terms of this Agreement and thereby convey release and assure unto and to the Allottee its undivided variable proportionate share or interest in the Project Land attributable to the Said Apartment without claiming any additional consideration from the Allottee.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through Account Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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 accept no responsibility in regard to matters specified in para 3.1 above. 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 applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association.

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

- 6.1 The Allottee has seen the title documents, development agreement, sanctioned plan, proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed/appended along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act, 1993 (as amended) and the Building Rules made

thereunder and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

- 6.2 Considering any extra FAR sanction on account of Green Building/Metro/any other sanctionable provisions, the Allottee agrees that the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities. However, the Promoter can use the permissible FAR without materially affecting the present layout and curtailing the facilities and amenities proposed to be provided by the Promoter to the Allottee. However, the Allottee shall not claim any abatement in the amounts agreed to be paid by the Allottee to the Promoter in terms of this agreement on the ground of such further and/or additional construction or proportionate reduction of undivided proportionate share of land attributable to the Said Apartment.
- 6.3 The Allottee agrees and confirms that the benefits and advantages of the common areas, amenities, facilities and installations shall be available for such further and/ or additional construction and the allottees / occupants thereof.

7. POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the Said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas to the Association, is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 30-11-2020, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and other circumstances beyond the control of the Promoter affecting the regular development of the real estate project ("**Force Majeure**"), subject however to payment of the agreed Total Price and all other charges agreed to be paid by the Allottee as per terms and conditions of this agreement. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least



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

7.2 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Said Apartment (**Notice for Possession**), to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. The conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate provided the Allottee accepts such possession and pays the Total Price, Additional Costs and Charges, stamp duty, registration charges, incidental expenses and other applicable amounts and executes as well as admits execution of such conveyance deed before the concerned registering authority. The Promoter shall complete the transfer of the Common Areas and Amenities as per the provisions of the Act. The Allottee shall bear and pay a fixed sum of Rs.25,000/- (Rupees Twenty-five thousand) only plus applicable taxes thereon to the person nominated by the Promoter towards the professional fees for preparation of this agreement and the proposed deed of conveyance/transfer for the Said Apartment. It is agreed that 50% (fifty per cent) of such fee shall be paid by the Allottee at or before execution of this Agreement and rest of the said fee shall be paid by the Allottee within the time period specified in the Notice for Possession of the Said Apartment or actual date of possession, whichever is earlier. Such fee plus applicable taxes shall be paid by the Allottee through the Promoter separately by account payee cheque payable at Kolkata drawn in favour of the person nominated by the Promoter. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession (actual or deemed as the case may be), agrees to pay the maintenance charges as determined by the Promoter/Association/ Facility Manager, as the case may be, after the issuance of the occupancy certificate for the Project. The Promoter shall hand over the copy of the occupancy certificate to the Allottee at the time 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 para 7.2, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be necessary or as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee. In the event the Allottee fails and, or, neglects to take possession of the Said Apartment within 2 (two)

months from the date of the Notice for Possession, the Allottee shall be liable to pay demurrage charges to the Promoter at the rate of Rs. 10/- per square feet of Carpet Area per month or part thereof from the expiry of the aforementioned 2 (two) months period till such time the Allottee takes the possession of the Said Apartment. The amounts payable by the Allottee pursuant to this para 7.3 shall be in addition to the Common Area Maintenance Charges. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession of the Said Apartment on the expiry of the two months from the date of the Notice for Possession and the Allottee shall alone be responsible / liable in respect any loss or damage that may be caused to the Said Apartment after this date.

- 7.4 **Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Said Apartment to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association.
- 7.5 **Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter as specified in clause 9 hereinbelow, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee (excluding GST, stamp duty and other applicable taxes) shall be returned by the Promoter to the Allottee within forty-five days of such cancellation subject to execution of necessary cancellation related documents by the Allottee and also subject to realization of such amounts from some other intending allottee after effecting resale of the Said Apartment by the Promoter in favour of such other intending allottee.

- 7.6 **Compensation:** The Landowner/Confirming Party shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, in which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 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, the Promoter shall be liable, on 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 (excluding GST,

stamp duty or other applicable taxes) in respect 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;

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

- 7.7 If the Project or any part thereof is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory authority at any time then the allottee(s) affected by such discontinuation or abandonment will have no right of compensation against the Promoter and/or the Landowner. The Promoter will however refund all the money received from the Allottee.
- 7.8 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other apartments in the Project or the Said Building then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 7.9 It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for marketing of the apartments in this Project shall not have any responsibility towards the allottees of apartments nor there shall be any claim by the allottees of apartments of this Project (allottees) against the marketing agent(s) regarding any matter relating to demise of the apartments in the Project for delays in possession handover/ compromised quality etc. Similarly, the Promoter shall not be responsible or liable for the representations made by the marketing agent(s) to the Allottee or other allottees, without the consent or knowledge of the Promoter.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Landowner/ Confirming Party has absolute, clear and marketable title with respect to the Said Land; the Promoter has the requisite rights to carry out development upon the Said Land/ Project Land; and the Landowner/ Confirming Party 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) There are no encumbrances upon the Said Land or the Project save and except the mortgage in favour of the LIC Housing Finance Ltd. in respect of the undivided share in the Said Land together with undivided share in the buildings/structures constructed/being constructed at the Said Land and also the assignment/hypothecation of the Promoter's share of receivables from the entire building complex at the Said Land to the extent as specified in Recital Clause 'K' hereinbefore mentioned;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project Land or the Said Apartment to the knowledge of the Promoter;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and 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 and the Said Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement (other than the Development Agreement with the Landowner/ Confirming Party herein as stated hereinbefore) or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee. The common areas shall be handed over to the Association;
- (x) The Schedule Property 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 Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent



authorities till the occupancy certificate has been issued and possession of apartment (actual or deemed as the case may be) along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) In spite of due observance of the terms and obligations of the Allottee under this agreement, the Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which the occupancy certificate has been issued by the competent authority; the occupancy certificate may be for part or whole of the Building;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee (excluding GST, stamp duty and other applicable taxes) under any head whatsoever towards the purchase of the apartment, along

with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to execution of necessary cancellation related documents by the Allottee;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she 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.

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

- (i) In case the Allottee fails to make payments for the demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities, taxes, GST and this Agreement shall thereupon stand terminated;

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Said Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within three months from the date of issuance of the occupancy certificate to the Allottee:

However, in case the Allottee fails to deposit the stamp duty, registration charges, incidental expenses and other applicable amounts 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, registration charges, incidental expenses and other applicable amounts to the Promoter is made by the Allottee.



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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the occupancy certificate of the project.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of issuance of the occupancy certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of failure of the Promoter to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Promoter shall not be liable for the damage/ decay caused by natural wear and tear or by any act and/or neglect of the allottee(s).
- 12.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove.
- 12.3 It is clarified that the above responsibility of the Promoter shall not cover defects, damages or malfunction due to (i) misuse, (ii) unauthorized modifications or repairs done by the allottees or the Association, (iii) cases of force majeure, (iv) failure to maintain the amenities and installations, (v) accident and (vi) negligent use.

Provided that where the manufacturer warranty as shown by the Promoter to the allottees ends before the defect liability period and such warranties are covered under the maintenance of the Said Apartment/ Said Building and if the annual maintenance contracts are not done/ renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers/suppliers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty for both the Apartments and the Common Areas



and Amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Said Apartment/ Said Building excludes minor hairline cracks on the external and internal walls which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by the Allottee or on behalf of Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Promoter for the Apartment/ Building and in the workmanship executed keeping in view the aforesaid agreed terms of this Agreement.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting electrical rooms, meter rooms, pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT AND THE PROJECT:

- 15.1 Subject to para 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 Said Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, 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 Said Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Said Building or anywhere on the exterior of the Project, Building 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 or change the layout and specifications of the windows, doors and balcony, 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 Said Building. 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 and/or Facility Manager appointed by the Promoter/Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee doth hereby acknowledge that the Promoter shall be perpetually entitled to use the elevation, common parts of the Project, the Common Areas and Amenities as also the open spaces, boundary walls etc. for the purpose of advertising, exhibiting and displaying any neon sign board, signage, brand, logo etc.
- 15.5 The Allottee doth hereby acknowledge that the Promoter shall at all times be entitled to put or allow anyone to put the name of the Project and/ or name, design and/ or logo of the Promoter and/or its associate group/brands at the roof, façade, boundary and/or other places in the Project by way of neon-sign, hoardings, signage, sign boards etc. and the Allottee and/or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 15.6 The Allottee doth hereby acknowledge that the Promoter shall be entitled to negotiate with and enter upon the contracts (on such terms and conditions as the Promoter at its discretion think and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for use of the allottees / co-owners (but with the possibility of outsiders being also provided services therefrom by such owners, suppliers and providers of facilities) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of



antennas, towers, disc antennas, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/ or services on the roof of the Said Building or any part of the Project.

- 15.7 The Allottee shall be liable to indemnify the Landowner/ Confirming Party and the Promoter and also the Association against all damages, costs, claims, demands, proceedings occasioned to the Said Building or any part thereof due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also keep the Landowner/ Confirming Party and the Promoter indemnified against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Landowner/ Confirming Party and the Promoter as a result of any act omission or negligence of the Allottee or the servants, agents, licensees or invitees of the Allottee and/or any breach or non-observance or non-fulfillment of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 15.8 The Allottee doth hereby acknowledge that the Promoter shall have unfettered rights to grant the rights or facilities of parking (open or covered, dependent or independent) at the identified/ earmarked spaces meant for parking purpose.
- 15.9 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter shall act in accordance with the instructions of such bank/financial institution in terms of the agreement between the Allottee and the bank/financial institution, subject however the Promoter being assured of all amounts being receivable for sale and transfer of the Said Apartment in the agreed timeline and in no event, the Promoter shall assume any liability or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- 15.10 In the event of any change in the specifications and/or relocation of any common areas, amenities or installations are necessitated on account of any direction of statutory authorities/ utility providers or any Force Majeure events or to improve or protect the quality of construction, the Promoter, shall be entitled to effect such changes in the specifications and relocate the common areas, facilities and installations as recommended by the Architect of the Project.
- 15.11 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project or any part thereof and/or transferring and disposing of other apartments then and in that event, the Allottee without prejudice to the Promoter's other rights, shall be liable to compensate and indemnify the Promoter for the losses, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.



15.12 The Promoter may not entertain any request for modification or change in the internal layouts or the specifications of the Said Apartment. In case the Allottee desires with the prior permission of the Promoter, to install some different fittings/ floorings on his own, he/she/it will not be entitled to any reimbursement or deduction of the value of the materials. The Promoter may at its own discretion subject to receipt of Total Price of the Apartment and appurtenances, allow access to the Allottee prior to the possession date for carrying out any interior or furnishing works at the sole costs, responsibilities and risks of the Allottee and subject to adherence of necessary safety measures.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, save and except raising additional floors for the purpose to avail the permissible FAR and as permitted.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter execute this Agreement, they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. The Allottee, however, expressly agrees that the Promoter shall be entitled to raise construction finance/ project loan to undertake the development of Said Land provided that the Promoter shall be obliged to cause release of the Apartment together with the undivided proportionate share of the Common Areas and Amenities attributable thereto prior to transfer of the title of the Apartment in favour of the Allottee.

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

The Promoter has assured the Allottee that the Project in its entirety as sanctioned is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

20. BINDING EFFECT:



Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in 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 registering authority at the office of the Registrar of Assurances at Kolkata or District Sub Registrar, North 24-Parganas at Barasat or ADSR, Bidhannagar or office/designated place of the Promoter in case of commissioning, as decided and as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registering authority as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not



making payments as per the Payment Plan [Third Schedule] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter and the Landowner/ Confirming Party through their authorized signatory at the Promoter's registered office mentioned hereinbefore. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned registering authority/ at the office of the Registrar of Assurances at



Kolkata or District Sub-Registrar, North 24-Parganas at Barasat or ADSR, Bidhannagar or at the office/designated place of the Promoter in case of commissioning, as decided by the Promoter. Hence this Agreement shall be deemed to have been executed at the Promoter's registered office at Bidhannagar (Salt Lake City), Kolkata - 700064.

29. NOTICES:

29.1 That all notices to be served on the Allottee, the Promoter and the Landowner/ Confirming Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/ Speed Post with AD at their respective addresses specified hereinabove.

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

29.2 **Mode of Notice:** Notices under this Agreement shall be served by messenger or registered post/speed post with due acknowledgement at the addresses of the Parties mentioned herein, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery if sent by messenger and (2) on the 4th day of handing over the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by any of the parties.

29.3 **Notice for breach of terms:** In the event of breach of the agreements, covenants and terms and conditions of this agreement by any of the Parties herein, the other party, shall issue a notice to the party committing such breach and require that to cure and remedy such breach within a period of fifteen (15) days from the receipt of such notice.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider 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 apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be

construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

33.1 All or any disputes arising out of or relating to or concerning or touching upon or in relation to the terms of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Kolkata by a sole arbitrator who shall be appointed by the Promoter and whose decision shall be final and binding upon the Parties. The Allottee hereby confirms that he/she/it shall have no objection to this appointment even if the person so appointed, as the sole arbitrator, is an advocate of the Promoter or is otherwise connected to the Promoter and the Allottee confirms that notwithstanding such relationship/connection, the Allottee shall have no doubts as to the independence or impartiality of the said sole arbitrator. The Parties agree that the Sole Arbitrator shall decide the procedure and type of award (speaking or non-speaking) and may make interim orders and Awards. The Award(s) made by the Sole Arbitrator shall be final and the Parties agree to be bound by the same.

33.2 The Parties hereto shall not commence legal proceedings or have any receiver appointed over the said Apartment and/or the Said Land and the Project without first referring the matter to arbitration and till the Sole Arbitrator has given his direction/award.

34. JURISDICTION:

In the event that the Parties cannot resolve or settle a dispute through any of the means described above, the Courts at Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the Parties herein.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Part - I



(Devolution of title of the 'Said Land')

1. By an Indenture of Conveyance dated the 20th day of October 1993 made between Sri Manoj Chatterjee, therein referred to as the Vendor of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No.178 Pages 119 to 128 Being No. 8309 for the year 1993, said Sri Manoj Chatterjee for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of land measuring in aggregate 164 Sataks more or less comprised in (1) R.S. Dag No. 3403 (P) measuring 7 (seven) Satak Sali Land, (2) R.S. Dag No. 3405 (P) measuring 3(three) Satak Sali Land, (3) **R.S. Dag No. 3416** measuring **37** (thirty seven) Satak Bagan Land, (4) western part of R.S. Dag No. 3403 (P) measuring 8 (eight) Satak Sali Land, (5) Western part of R.S. Dag No. 3405 (P) measuring 4(four) Satak Sali Land, (6) R.S. Dag No. 3394 (as rectified by the registered Deed of Declaration dated 1st day of July 1999) measuring 12 (twelve) Satak Bagan Land, (7) R.S. Dag No. 3397 measuring 24 (twenty four) Satak Bagan Land and (8) **R.S. Dag No. 3412** measuring **69** (sixty nine) Satak Bagan Land in Mouza Gopalpur, J.L. No.2, District North 24 Parganas, more fully and particularly described in Part-I and Part-II of the Schedule thereunder written.

2. By another Indenture of Conveyance dated the 20th day of October 1993 made between Smt. Anuva Chatterjee, therein referred to as the Vendor of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No.No. 178 Pages 107 to 118 Being No. 8308 for the year 1993, said Smt. Anuva Chatterjee for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of land measuring in aggregate 169 Sataks more or less comprised in (1) Eastern Part of the R.S. Dag No. 3403 (P)measuring 8 (eight) Satak Sali Land, (2) Eastern Part of the R.S. Dag No. 3405 (P) measuring 4(four) Satak Sali Land, (3) R.S. Dag No. 3396measuring 19(nineteen) Satak Doba, (4) R.S. Dag No. 3395 measuring 27 (twenty seven) Satak Bagan Land, (5) **R.S. Dag No. 3399** measuring **48** (forty eight) Satak Bagan Land, (6) R.S. Dag

No. 3403 measuring 7 (seven) Satak Sali Land, (7) R.S. Dag No. 3405 measuring 2 (two) Satak Sali Land, (8) R.S. Dag No. 3387 measuring 18 (eighteen) Satak Sali Land, (9) **R.S. Dag No. 3413** measuring 26 (twenty six) Satak Bagan Land and (10) R.S. Dag No. 3398 measuring 10 (ten) Satak Bastu Land in Mouza Gopalpur, J.L. No.2, District North 24 Parganas, more fully and particularly described in Part-I, Part-II and Part-III of the Schedule thereunder written.

3. By a Deed of Sale dated the 31st day of May 1994 made between Sri Nemai Chandra Ghosh, therein referred to as the Vendor of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No. 64 Pages 349 to 356 Being No. 2593 for the year 1999, said Sri Nemai Chandra Ghosh for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of Sali land measuring 09 Satak appertaining to R.S. Dag No. 3392 in Mouza Gopalpur, J.L. No. 2, District North 24 Parganas, more fully and particularly described in the Schedule thereunder written.

4. By another Deed of Sale dated the 6th day of July 1994 made between (1) Sri Narayan Chandra Mondal and (2) Baidyanath Mondal, therein jointly referred to as the Vendors of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No. 98 Pages 303 to 310 Being No. 4547 for the year 1994 said Sri Narayan Chandra Mondal and Baidyanath Mondal for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of Sali land measuring 13 Satak appertaining to R.S. Dag No. 3393 in Mouza Gopalpur, J.L. No.2, District North 24 Parganas, more fully and particularly described in Part-I and Part-II of the Schedule thereunder written.

5. By virtue of the above, said M/s Shivam Builders & Developers represented by its partners became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing in aggregate an area of 355 Satak more or less comprised in following R.S. Dag Numbers in Mouza Gopalpur, J.L. No.2, P.S. Rajarhat in District of North 24 Parganas: -

R.S. Dag No.		Land Area (in Satak)
3403 (P)		07
3405 (P)		03
3416		37
3403 (P)		08
3405 (P)		04
3394		12
3397		24
3412		69
3403 (P)		08
3405 (P)		04
3396		19
3395		27
3399		48
3403 (P)		07
3405 (P)		02
3387		18
3413		26
3398		10
3392		09
3393		13
Total	:	355

6. Said partnership firm viz. M/s Shivam Builders & Developers was constituted by a Deed of Partnership dated 02nd day of April 1993 made between Pawan Kumar Sureka, Pradeep Kumar Sureka, Shashi Kumar Shah, Ravi Kumar Shah, Smt. Chanda Devi Agarwal, Abhay Kumar Agarwal, Smt. Anuradha Devi Bhatler, Smt. Kamala Devi Bhatler, Sushil Kumar Bhatler and Sharad Kumar Bhatler for the purpose of carrying on the business of builders, developers, promoters and/or dealers in respect of real estates in terms of the said Deed of Partnership and the partnership firm was duly registered with the Registrar of Firms, West Bengal.

7. Since then the partners of the said M/s Shivam Builders & Developers formed themselves into a Joint Stock Company within the meaning of the Companies Act 1956 and got the same registered with the Registrar of Companies, West Bengal under Part-IX of the Companies Act 1956 on 12th day of January 1996 as a going concern with all its assets and liabilities under the name and style of Shivam Industrial Parks & Estates Limited, the Landowner/ Confirming Party herein.

8. In pursuance of the provisions of Section 575 of the Companies Act 1956 all the assets and properties of the said partnership firm of M/s Shivam Builders and Developers including the various plots of land mentioned hereinbefore became statutorily vested and/or stood transferred to the said Shivam Industrial Parks & Estates Limited.

9. The Rajarhat-Gopalpur Municipality has since then separately assessed and numbered the aforesaid various plots of land as a single unit and as Municipal Holding No. RGM 3/221 and thereafter renumbered as Holding No. RGM 5/148, Block-A, Jagardanga, within the limits of Ward No. 05 (formerly No.03) of the Rajarhat-Gopalpur Municipality and mutated the name of said Shivam Industrial Parks & Estates Limited in their records as owner thereof.

10. Name of the Shivam Industrial Parks & Estates Limited has also been mutated in the records of the Block Land & Land Reforms Officer, Rajarhat, North 24 Parganas as *raiyat* of the aforesaid plots of land.

11. Said owner Shivam Industrial Parks & Estates Limited duly applied before the appropriate authorities to change the character/ classification and/or for conversion of all its aforesaid plots of land into *Karkhana* (Industrial/ Commercial) for setting up of an Industrial Park and the Additional District Magistrate and District Land & Land Reforms Officer, North 24 Parganas, Barasat, being the Collector under section 4C of the WBLR Act, 1955 allowed the conversion of L.R. Plot Nos. 3396 (19 dec), 3395 (27 dec), 3399 (48 dec), 3387 (18 dec), 3413 (26 dec), 3397 (24 dec), 3412 (69 dec), 3416 (37 dec), 3398 (10 dec), 3394 (12 dec), 3393 (13 dec) and 3392 (09 dec) in LR Khatian No. 3692 at Mouza Gopalpur, JL No. 2, by his Memo No. LR/M&C/17/2000/118/ L&LR(N) dated 18-01-2001 and Memo No. LR/M&C/5/2002/551/L&LR(N)/2001 dated 21-03-2003.

12. After getting required permissions and clearances for setting up the intended Industrial Park project at the said property, the Government of West Bengal by a notification dated 09/06/2006 issued under section 4 of the Land Acquisition Act, 1894 sought to acquire a portion of the Said Land measuring 2.96 Acres situated and lying at R.S. Plot Nos. 3393 (0.13 acre), 3394 (0.12 acre), 3395 (0.27 acre), 3396 (0.19 acre), 3397 (0.24 acre), 3398 (0.10 acre), 3399 (0.48 acre), 3403 (0.30 acre), 3405 (0.13 acre), 3413 (0.26 acre), 3412 (Part - 0.37 acre), 3416 (0.37 acre) of Mouza Gopalpur, J.L. No. 2, Police Station Rajarhat, District North 24 Parganas for the purpose of Road Project connecting New Town Rajarhat Road and NH34 and also issued a declaration dated 07/08/2006 in that regard under section 6 of the said Act of 1894.

13. Challenging the acquisition proceedings initiated by the issue of said notification and declaration under the Land Acquisition Act the owner said Shivam

Industrial Parks & Estates Limited filed a writ application before the Hon'ble High Court at Calcutta being W.P. No. 17498 of 2006 and after protracted legal proceedings, disputes between the parties have been settled as per terms recorded in the Terms of Settlement by which it was agreed *inter-alia* that (i) aforesaid notification dated 09th June 2006 in respect of land measuring 1.69 acres situated and lying at plot Nos. 3403, 3395, 3396, 3399, 3413, 3412, 3416, 3398 and 3393 appertaining to L.R. Khatian No. 3692 of Mouza Gopalpur, Police Station Rajarhat, District North 24 Parganas is valid and in accordance with the provisions of the Land Acquisition Act, 1894; (ii) remaining 1.27 acres out of aforesaid 2.96 acres will be released from acquisition proceedings; and (iii) the Shivam Industrial Park and Estate Limited will accept, in lieu, 1.5 acres of land to be given by the State Government on payment of acquisition cost for the land which is situated adjacent to proposed road and held by Transport Department, Government of West Bengal as their surplus land.

14. Accordingly, on application made by the parties along with the said terms of settlement, the Hon'ble Supreme Court of India disposed of the SLP (Civil) No. 1348 of 2007 preferred by the authorities in terms of the said "Terms of Settlement" by its order and decree dated 13/05/2009.

15. Since then the Government of West Bengal has issued a fresh notification dated 09/04/2010 under section 4 of the Land Acquisition Act, 1894 to acquire the aforesaid portion of land measuring 1.690 Acres in aggregate situated and lying at R.S. Plot Nos. 3398 (0.10 acre), 3393 (Part 0.03 acre), 3395 (Part 0.25 acre), 3396 (Part 0.17 acre), 3399 (Part 0.28 acre), 3403 (Part 0.17 acre), 3405 (Part 0.12 acre), 3412 (Part - 0.23 acre), 3413 (Part 0.25 acre) and 3416 (Part 0.09 acre) of Mouza Gopalpur, Jurisdiction List No. 2, P.S. Rajarhat, District North 24 Parganas for the purpose of Road Project connecting NTP and NH-34 and also issued a declaration dated 30-12-2010 in that regard under section 6 of the said Act of 1894.

16. In the events aforesaid, Shivam Industrial Park and Estate Limited, the Landowner/ Confirming Party herein, become the absolute owner of the remaining portion of the aforesaid land measuring 355 Satak less 169 Satak acquired by the Government as aforesaid i.e. 186 Sataks (including 1.27 acres released from acquisition process as aforesaid) comprised in All Those R.S. Plot Nos. 3387 (0.18 acre), 3392 (0.09 acre), 3393 (Part 0.10 acre), 3394 (0.12 acre, as per RoR 0.13 acre), 3395 (Part 0.02 acre), 3396 (Part 0.02 acre), 3397 (0.24 acre), **3399** (Part 0.20 acre), 3403 (Part 0.13 acre), 3405 (Part 0.01 acre), **3412** (Part - 0.46 acre), **3413** (Part 0.01 acre) **and 3416** (Part 0.28 acre) of Mouza Gopalpur, Jurisdiction List No. 2, P.S. Rajarhat, District North 24 Parganas (hereinafter referred to as the said 'Entire Property').

17. Out of the said Entire Property, by an Agreement dated 7th day of April 2014 made between the said Shivam Industrial Park and Estate Limited, the Landowner/

Confirming Party herein, therein referred to as the Owner of the One Part and the Saltee Infrastructure Limited, the Promoter herein therein referred to as the Developer of the Other Part duly registered at the office of the District Sub-Registrar-II, North 24-Parganas at Barasat, and recorded in Book No. I, CD Volume Number 6, Pages from 3998 to 4018 Being No. 02768 for the year 2014 (hereinafter referred to as the '**Development Agreement**') the said Landowner for the consideration and on the terms and conditions contained and recorded therein granted exclusive right to the Promoter to develop **All Those** pieces and parcels of land measuring in aggregate an area of 91.5 Sataks (0.915 Acre) equivalent to 55.3575 Cottahs, more or less, in Mouza Gopalpur, J.L. No.2, Police Station: Airport (formerly Rajarhat), comprised in R.S./L.R. Plot Nos. 3399 (Part, 0.20 acre), 3412 (Part, 0.425 acre), 3413 (Part, 0.01 acre) and 3416 (Part, 0.28 acre) under L.R. Khatian No. 3692 in the District of North 24 Parganas being the demarcated portion of the Municipal Holding No. RGM 5/148 (formerly RGM 3/221), Block-A, Jogardanga, within the limits of Ward No. 05 of the then Rajarhat-Gopalpur Municipality, morefully described in the **First Schedule** thereunder written and also described in **Part-II of the First Schedule** hereinabove written and hereinafter referred to as the "**Said Land**".

18. Since then on application made by the said owner Shivam Industrial Parks & Estates Limited to further change the character/ classification and/or for conversion of its aforesaid plots of land, the Additional District Magistrate and District Land & Land Reforms Officer, North 24 Parganas, Barasat, being the Collector under section 4C of the West Bengal Land Reforms Act 1955, on cancellation of the certificates issued earlier, allowed the conversion of said L.R. Plot Nos. 3387 (0.18 acre), 3392 (0.09 acre), 3393 (0.10 acre), 3394 (0.13 acre), 3395 (0.02 acre), 3396 (0.02 acre), 3397 (0.24 acre), 3399 (0.20 acre), 3412 (0.46 acre), 3413 (0.01 acre) and 3416 (0.28 acre) in L.R. Khatian No. 3692 at Mouza Gopalpur, J.L. No. 2, P.S. Rajarhat, for Housing Complex by his Memo No. L-13011(11)/80/2014-DL&LRO/109648 dated 25.11.2014.

19. In the year 2015 the Government of West Bengal constituted and notified the Bidhannagar Municipal Corporation under the provisions of the West Bengal Municipal Corporation Act, 2006 comprising erstwhile municipal areas of Bidhannagar and Rajarhat-Gopalpur and panchayat areas of Mahishbathan-II Gram Panchayat with its head office at Bidhannagar in the District of North 24 Parganas. Since then the Said Entire Property is assessed as the Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation.

Part-II
('Said Land')



All That the demarcated piece and parcel of land containing an area of 0.915 Acre equivalent to 55.3575 Cottahs, be the same a little more or less, as shown and delineated in **Red** border in the map or plan annexed hereto being **Annexure-1**, comprised in Mouza Gopalpur, J.L. No.2, L.R. Khatian No. 3692,

R.S. / L.R. Dag No.		Area in Acre
3399 (Part)		0.20
3412 (Part)		0.425
3413 (Part)		0.01
3416 (Part)		0.28
Total	:	0.915
Equivalent to	:	55.3575 Cottahs

situate lying at and being the demarcated portion of the Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, Rajarhat Six Lane Expressway, Pin Code - 700136, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, (formerly Municipal Holding No. RGM 5/148 under the Rajarhat-Gopalpur Municipality), Police Station Airport (formerly Rajarhat), in the District of North 24 Parganas butted and bounded on the **North** by R.S./L.R. Dag No. 3417; on the **East** by R.S./L.R. Dag Nos. 3453, 3454, 3411, 3400 and 3401; on the **South** partly by R.S./L.R. Dag No. 3411 and partly by R.S./ L.R. Dag No. 3401; and on the **West** by Northern Expressway; OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

Part-III
(**'Project Land'**)

All That the demarcated piece and parcel of land containing an area of 2,958 square metres equivalent to 31,839.62 square feet or 44.22 Cottahs, be the same a little more or less, as shown and delineated in border in the map or plan annexed hereto being **Annexure-1**, in Mouza Gopalpur, J.L. No.2, Police Station: Airport (formerly Rajarhat), comprised in R.S./ L.R. Plot Nos. 3412 (Part, 1,577.42 sq.mtrs.), 3413 (Part, 0.01 acre) and 3416 (Part, 0.28 acre) under L.R. Khatian No. 3692 in the District of North 24 Parganas being the demarcated northern portion of the Said Land forming part of the said Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, Rajarhat Six Lane Expressway, Pin Code: 700136, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, (formerly Municipal Holding No. RGM 5/148 under the Rajarhat-Gopalpur Municipality) whereupon the multi-storied residential building is being erected.

Part-IV



(‘Remaining Land’)

All That the demarcated piece and parcel of land containing an area of 744.845 square metres equivalent to 8,017.44 square feet or 11.14 Cottahs, be the same a little more or less, as shown and delineated in border in the map or plan annexed hereto being **Annexure-1**, in Mouza Gopalpur, J.L. No.2, Police Station: Airport (formerly Rajarhat), comprised in R.S./ L.R. Plot Nos. 3412 (Part, 142.53 sq.mtrs.) and 3399 (Part, 0.20 acre) under L.R. Khatian No. 3692 in the District of North 24 Parganas being the demarcated southern portion of the Said Land forming part of the said Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, Rajarhat Six Lane Expressway, Pin Code: 700136, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, whereupon the commercial building is to be built upon.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(‘Said Apartment’)**

ALL THAT the flat/ shop / unit No. having carpet area of square feet together with exclusive balcony area of square feet and together with appurtenant open terrace area of square feet, more or less, on the floor and of the proportionate undivided share in the Common Areas to be used in common with other allottees in the Project and also the external wall/column area of the said flat/ shop / unit, being square feet, more or less, thus consisting of square feet of super built-up area, be the same a little more or less, of the building under construction commonly known as **Saltee Splendora**, together with the right to use nos. open/ top covered car parking space admeasuring square feet each at the open compound/ ground/ basement floor of the said building under construction at a portion of the Project Land described in the **Part-III of the First Schedule** hereinabove written and the floor plan of the said flat/ shop / unit is annexed hereto being **Annexure-2** and shown in border thereon.

**THE THIRD SCHEDULE ABOVE REFERRED TO:
(Payment Plan)**

Schedule of Payment of Total Price for the Apartment			
Payment Events		%	Amount (Rs.)
1.	On or before Agreement		
2.	On completion of 7 th floor roof casting		
3.	On completion of brickwork of the Said Apartment		
4.	On completion of flooring of the Said Apartment		

5.	On receipt of occupancy certificate of the building and the Promoter offering possession of the Said Apartment		
		Total:	100%

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Specifications, Amenities and Facilities of the Said Apartment)**

FLOORING LIVING / BEDROOMS	Vitrified tiles / Wooden Textured tiles
TOILETS / BATHROOMS	Flooring: Anti-skid Ceramic tiles Walls: Joint free Vitrified tiles up to 6 feet Sanitary ware: Parryware / Hindware or equivalent brand CP fittings: ESSCO /Jaquar or equivalent brand
KITCHEN	Granite platform Stainless steel sink of Jaquar or equivalent make. Rectified joint free tiles up to 2 feet on counter and wash areas Flooring Vitrified tiles
ELECTRICALS	Concealed copper wiring with Central MCB of repute brands Modular switches of Northwest/ Havells/ Anchor or equivalent make
DOORS and WINDOWS	Door Frame - made of seasoned and treated wood Main Door: Decorative Flush Door with fittings Internal Doors: Enamel painted solid flushed, termite and waterproof doors Windows: Anodized aluminum sliding windows

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Specifications, Amenities and Facilities of the Project)**

STRUCTURE	R.C.C. framed structure.
WALLS	Interior: conventional brickwork with Plaster of Paris/ Wall Putty Exterior: combination of cladding and high-

	quality waterproof cement / textured paint
ELEVATORS	Automatic lifts of Kone/ Otis/ Johnson or equivalent make
LOBBIES & STAIRCASE	Entrance ground floor lobby of both the buildings: combination of marble, granite and kota stone
SAFETY AND SECURITY	CCTV monitoring for common areas Firefighting systems, smoke detectors in common areas as per regulations Intercom facility in each Flat connected to the main gate

THE SIXTH SCHEDULE ABOVE REFERRED TO:

**Part – I
(Common Areas)**

- (a) Lobbies, paths, passages, driveways, staircases, staircase landings, landings, corridors, entrance and exits of the Said Building.
- (b) Stair head room, electric meter room, pump room, transformer room, generator space.
- (c) Lift machine room, lift chute and lift well.
- (d) Swimming Pool, Change Room, Wash Room, Pool side Lounge cum Banquet, Kitchen, Gymnasium, Card and Table Room.
- (e) Common installations including Yoga Area, Play Area, Bar-Be-Que on the roof above the top floor.

**Part – II
(Common Amenities)**

- (a) The beams, foundations, supports, columns, main walls, boundary walls of the Project.
- (b) Plumbing (PHE) system including installation of common services such as water, pumps, ducts, etc.
- (c) Sewage drains, sewerage pits and pipes (save those inside any flat).
- (d) Electrical Installations including wiring and accessories (save those inside any apartment) for receiving electricity from Electricity Supply Agency to all the flats/ units/ shops and other areas in the Building/s and common portions within the Project.
- (e) Wiring and accessories for providing stand by power to all the flats and



common areas within the said Building

- (f) Automatic Lift and lift machinery.
- (g) Firefighting System with Fire Refuge Platform.
- (h) Generator
- (i) Transformer (if required to be installed)
- (j) Overhead and underground water reservoirs, water pipes, sewerage pipes (save those inside any flat)
- (k) Intercom facility in each flat connected to the main gate.
- (l) Other areas and installations and/or equipments and facilities as may be provided by the Promoter in the said Project for common use and enjoyment.

It is expressly made clear that the space reserved for the open car parking spaces allotted to buyers of some flats/units or the spaces reserved or alienated to any third party shall not form part of the Common Areas and Amenities under any circumstance.

Part – III
(General Common Elements)

- (a) Sewerage Treatment Plant including sewerage pipes and systems;
- (b) Tube-well, water pump, water inlet point and motor with installation and room therefor;
- (c) Transformer room and power substation (if the electricity connection is provided to the building at the Project Land as well as the building to be constructed at the Remaining Land from the common power sub-station / transformer);
- (d) Fire water reservoir, if any, and the related water pump and pump room.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

- (1) **Association:** Establishment and all other capital and operational expenses of the Association.
- (2) **Common Amenities:** All charges, expenses and deposits for supply, operation and maintenance of common amenities.
- (3) **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
- (4) **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas and Amenities.



- (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 and Amenities of the said Project including the exterior or interior (but not inside any flat/unit/shop) walls of the said buildings.
- (6) **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Buildings, 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.
- (7) **Rates and Taxes:** Municipal Tax, surcharge, water tax and other levies in respect of the Said Land and said Buildings save those separately assessed on the allottees.
- (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.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(Allottee's Covenants)**

The Allottee covenants to:

- (i) Make payment to the Promoter, Facility Manager and the Association of all amounts due and payable and as and when payable under this Agreement.
- (ii) Not to do or cause to be done any acts deeds or things by virtue of which development of the Said Land/ Project Land or the Project or any portion thereof is hampered, obstructed, delayed or stopped.
- (iii) Not be entitled to have any claim of whatsoever nature over and in respect of the Common Areas and Amenities excepting the right to use and enjoy the same along with all other transferees and/or allottees of the flats/units/shops and other areas at said Project in terms of this Agreement.
- (iv) Co-operate with the Promoter/ the agent or Facility Manager appointed by the Promoter in the management and maintenance of the Common Areas and Amenities of the said Project.
- (v) Become member of Association of the allottees upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Promoter and/or the Association and not to raise any dispute.



- (vi) Abide by and observe all the rules and regulations framed from time to time either by the Promoter or by the agent/ Facility Manager appointed by the Promoter or by the Association for the maintenance, management and common purpose/expenses without raising any objection thereto.
- (vii) Abide by and observe all the terms and conditions of this Agreement.
- (viii) Allow the Promoter and/or any authorized representative with or without the workmen on prior notice to enter into the Apartment for completion repairs and for the common purposes.
- (ix) Ensure that all interior work of furniture, fixtures and refurbishing of the Apartment or any repairs or renewals thereto, are carried out during the daylight hours only, without creating noise beyond the tolerable limits creating inconvenience to other allottees/co-owners and in accordance with the rules, regulations and guidelines framed by the Promoter and the Association.
- (x) Bear and pay the proportionate amount of Common Expenses morefully described in **Seventh Schedule** hereinabove written and to pay such Common Expenses with interest at the applicable rate in the event of default or delay in payment of the said common expenses. The Allottee agrees and acknowledges that the Association shall be entitled to disconnect and/or suspend the common services attached to the Allottee's Apartment and suspend the use of lifts and other facilities, services and amenities until the said dues with interest accrued thereon are paid together with reconnection charges (if any).
- (xi) Regularly and punctually pay/reimburse electricity charges and other utility charges and outgoings for the Apartment.
- (xii) Bear and pay the municipal rates taxes levies and other outgoings relating to the Said Apartment to the Promoter or to the agent/ Facility Manager or to the Association upon its formation for the period commencing from the date of Notice for Possession or date of execution of the proposed deed of conveyance, whichever is earlier until the apportionment/ assessment of the Apartment as a separate unit.
- (xiii) Bear and pay the municipal rates taxes levies and other outgoings relating to the Said Apartment directly to the concerned authorities after separate apportionment/ assessment of the Apartment.
- (xiv) Abide by all pollution control laws, guidelines and regulations.
- (xv) Reimburse any expenditure that may have been incurred by the Promoter or the Association for repairing or replacing anything pertaining to Common Areas and Amenities due to the reasons of damage caused by the Allottee.



- (xvi) Not to use the Apartment or permit the same to be used for any illegal or immoral purpose or for any purpose other than for which the Apartment has been sanctioned by the sanctioning authorities.
- (xvii) Not to use the Apartment or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment center, nursing home.
- (xviii) Not to park or cause to be parked any car and vehicles at the car parking spaces or other spaces/ areas of the Said Building or the Project except on the spaces/ areas for which express right shall be granted to the Allottee to park the car and vehicles.
- (xix) Not to change the color scheme of the Said Building or the exterior of the Apartment without the written consent of the Promoter or Association.
- (xx) Not to keep, raise and breed any animal, reptile or bird in the Apartment or anywhere else at the Project except the pets under approval of the Promoter and the Association upon its formation provided they are not kept or bred for any commercial purpose and are housed within the Apartment and abided by all applicable rules and regulations.
- (xxi) Not to make any animal sacrifices at the common areas or any part of the Project.
- (xxii) Not to erect, install, fix any external wireless or television antenna or window antenna.
- (xxiii) Not to sub-divide the Apartment and/or car parking space(s) if allotted and attributes/ appurtenances thereto.
- (xxiv) Not to place or store in the common areas any goods or things whatsoever.
- (xxv) Not to bring or permit to remain upon the Apartment any machinery goods or other articles which shall or may strain or damage any part or portion of the Building at the Project.
- (xxvi) Not to operate any heavy machine so as to endanger the structure of the Building or damage the floor or roof or outer walls of any unit/apartment.
- (xxvii) Not to shift or obstruct any windows or lights and not to put box grills/ collapsible gates in the verandah and/or windows which are not as per the design suggested or approved by the Architect.
- (xxviii) Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Promoter or the Association.
- (xxix) Not to throw or accumulate or cause or permit to be thrown or accumulate any dirt, rubbish or other refuse save and except to such extent and at such



place or places as be permitted and specified/designated by the Promoter and the Association upon its formation.

- (xxx) Not to install any exterior loudspeakers without the permission of the Promoter and the Association upon its formation.
- (xxxii) Not to hang or display any clothes or articles of any kind on the outside of the windows or the places of outside windowsills, outside walls, balconies and parking spaces.
- (xxxiii) Not to do or cause to be done anything whereby the insurance premium of the Said Building shall increase or which shall result in cancellation of insurance policy of the Said Building or any of them.
- (xxxiiii) Not to do anything or cause to be done anything whereby the structural stability of the Said Building shall be adversely affected.
- (xxxv) At all times the Allottee shall keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Apartment in good condition and repair so as not to cause any damage to the Said Building or any other space or accommodation thereon and shall keep the others occupiers of the Said Building and/or the said Project indemnified from and against the consequences of any damage arising therefrom.
- (xxxvi) Not to do anything or cause to be done anything whereby the common amenities fixtures and gadgets installed for the Project shall be damaged or adversely affected.
- (xxxvii) Not to hold the Landowner/ Confirming Party and the Promoter liable in any manner whatsoever and not to make any claim against them or any of them in case due to any enactment or implementation of legislation, rules, bye-law or order of any judicial or other authority, the earmarked exclusive rights of car parking is not permissible.
- (xxxviii) Not to install or keep or operate any generator in the Apartment and/ or in the balcony/ verandah/attached terrace or any common areas save and except the battery-operated inverters inside the Apartment.
- (xxxix) Not to make any constructions (temporary or permanent) at the car parking spaces, roof/terrace and common areas of the Project.
- (xl) Not to do anything whereby the other allottees or the unit owners or the co-purchasers or the co-transferees are obstructed or prevented from enjoying their respective units/apartments quietly and exclusively.
- (xl) Keep the Apartment in good state of repairs and condition and to carry out necessary repairs or replacements as and when required.



- (xli) Not to put up or affix any articles including nameplate signage and letter box or other similar articles in any of the common areas or outside walls and doors of the Apartment and/or the said Project save and except at the place and in the manner approved or provided therefor by the Promoter or the Association.
- (xlii) Not to bring/store and/or allow to be kept or stored in the Apartment any offensive article or substances of combustible, obnoxious, hazardous, inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- (xliii) Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Building or portion thereof.
- (xliv) Not to do or cause to be done in and around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to flooring or ceiling of the Apartment or other parts of the Building.
- (xlv) Not to overload and/or draw any excess electricity so as to cause overloading of the electricity connection.
- (xlvi) Not to induct any tenant/licensee to occupy the Apartment unless such tenant/licensee is introduced to the Promoter or the Association upon its formation so that he/she may be recognized as a bona-fide occupant for the security purpose.
- (xlvii) Not to dispute or object to the location of the parking space(s) (if any) identified by the Promoter for use by the Allottee.
- (xlviii) Not to transfer or deal with the parking spaces in exclusion of the Apartment.
- (xlix) Not to encumber the rights under this agreement prior to execution of the proposed deed of conveyance save and except for the purpose of availing home loan.
- (l) To observe such other covenants as be deemed reasonable and framed from time to time by the Promoter and/or the Association.
- (li) Not to install any air conditioner and/or exhaust fan save and except at the place(s) approved by the Promoter or the Association upon its formation.
- (lii) Not to puncture window/wall of the Building and create any shades awnings, window guards, ventilators in the Building excepting such as approved by the Promoter or the Association upon its formation.
- (liii) Not to raise any claim over the areas, amenities and installations of other projects which are not meant to be shared by the allottees of the Project.



- (liv) Use the Apartment or permit the same to be used only for the purpose of residence/ shop as per relevant provisions in the Bidhannagar Municipal Corporation Act and Rules and shall use the said parking space or permit the same to be used only for the purpose of keeping and parking the Allottee's own vehicles.
- (lv) Pay to the Promoter / Authorities within 7 (seven) days as demanded by the Promoter/ Authorities, his/her/their/its share of the security deposits and payments demanded by the concerned Government, local or public bodies or authorities for giving electricity, telephone or other service/utility connection to the said Building/ Project.
- (lvi) To abide by the charges, rules and regulations framed by the Promoter or Association from time to time for the use and enjoyment of the Said Club.

THE NINTH SCHEDULE ABOVE REFERRED TO:

Part-I

(Deposits)

No.	Particulars	Amounts (Rs.)
1	Interest free deposit as security for payment of Common Expenses/ Maintenance Charges for the period subsequent to initial period of 12 months	Rs.10/- per square feet of super built-up area of the Apartment
2	Electricity connection and meter deposit	On Actuals

Part-II

Schedule for Payment of Deposits

No.	Particulars	Amount or Percentage
1	On Notice for Possession	100%

THE TENTH SCHEDULE ABOVE REFERRED TO:

(Definitions)

- (a) **Architect:** shall mean Mr. Mitul Shukla of M/s Mass & Void (Architects) of Hitech Chambers, 84B/1, Topsia Road (S), 2nd Floor, Unit # 2A, Kolkata - 700046 appointed by the Promoter for the Project or such other architect or architects who may be appointed by the Promoter for the Project from time to time;

- (b) **Allottees:** shall mean all the prospective or actual buyers, who for the time being have agreed to purchase any unit/apartment in the said Project and for all unsold apartments, the Promoter herein;
- (c) **Apartment / Said Apartment:** shall mean the specific apartment allotted to the Allottee in the Said Building along with the exclusive right to use the Parking Space, if any, morefully described in the **Second Schedule** hereinabove written.
- (d) **Apartments / Units:** shall mean various saleable spaces / constructed areas in the Project, be it flats, apartments, shops, offices, etc., capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the attached terraces, if any, attached to any apartment together with the attributes thereto;
- (e) **Association:** shall mean the Association of the purchasers/owners of the Apartments to be formed for the said Project under the West Bengal Apartment Ownership Act or any other applicable law for the time being for the purpose to hold the Common Areas and Amenities for the purpose of supervision, management and maintenance of the said Project for the common purposes having such rules regulations, bye-laws and restrictions as be deemed proper and necessary;
- (f) **Attached Terrace:** shall mean the open terrace(s) appertaining to and attached with the flats and/ or units on various floors of the Buildings and allocable along with the concerned flats and/ or units to the respective buyers for the purpose of exclusive use and enjoyment by them;
- (g) **Buildings:** shall mean two separate independent buildings being the building mainly for residential use on the Project Land and the other building for commercial use on the Remaining Land, proposed to be constructed erected and completed in phases in accordance with the Plan sanctioned by the Bidhannagar Municipal Corporation;
- (h) **Carpet Area:** shall mean net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet Area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- (i) **Club / Said Club:** shall mean and include the recreational amenities and facilities comprising of swimming pool, change room, wash room, pool side



lounge cum banquet, kitchen, gymnasium and card room as may be provided at a portion of the ground and first floor of the Said Building.

- (j) **Common Areas and Amenities:** shall mean and include the areas and amenities available for common use and enjoyment of the transferees of the Project subject to conditions, restrictions and reservations mentioned herein and also framed by the Promoter and/or Association from time to time, and morefully described in the **Sixth Schedule** hereunder written;
- (k) **Common Expenses:** shall mean and include all expenses to be incurred by or on behalf of the intending transferees for the maintenance, management, upkeep and administration of the Common Areas and Amenities (including the General Common Elements) and for rendition of common services and morefully described in the **Seventh Schedule** hereunder written;
- (l) **Development Agreement:** shall mean the Development Agreement dated 7th day of April 2014 registered at the office of the District Sub-Registrar-II, North 24-Parganas at Barasat, and recorded in Book No. 1, CD Volume Number 6, Pages from 3998 to 4018 Being No. 02768 for the year 2014;
- (m) **Exclusive Balcony/ Verandah/ Open Terrace Area or EBVT Area:** shall mean the floor area of the balcony or verandah or open terrace, as the case may be, which is appurtenant to the net usable floor area of the apartment, meant for the exclusive use of the Allottee. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area
- (n) **Facility Manager:** shall mean such person or entity as may be appointed by the Promoter or the Association for undertaking maintenance of the Common Areas and Amenities;
- (o) **General Common Elements:** shall mean the general installations and facilities in the Project Land and expressed or intended by the Promoter for use and enjoyment by the occupants of the Said Building at the Project Land in common with each other and also with owners/occupiers of the building proposed to be constructed in Phase-II at the Remaining Land, as mentioned and specified in **Part-II** of the **Sixth Schedule** hereinabove written **But** shall not include any area installation or facility reserved exclusively for either the Project Land or the Remaining Land.



- (p) **Notice for Possession:** shall mean the letter to be issued by the Promoter to the Allottee requiring and intimating the Allottee to take possession of the Apartment.
- (q) **Other Building:** shall mean the building intended for commercial use and to be erected by the Promoter at a portion of the Remaining Land described in Part-IV of the First Schedule hereinabove written.
- (r) **Parking Spaces:** shall mean the spaces (open/ top covered) at the compound/ ground floor / basement of the Said Building upon the Project Land capable of parking of motor cars or vehicles therein or thereat as may be granted to respective allottees;
- (s) **Plan:** shall mean the revised plan bearing Building Plan Sanction No. BMC/ BPN/RG/178/112/16-17/R dated 20/03/2018 sanctioned by the Bidhannagar Municipal Corporation in supersession of the previous Sanction No. 527/13-14 dated 21/11/2014 by erstwhile Rajarhat-Gopalpur Municipality and includes its permissible modification/revalidation/renewal/variation/ alteration;
- (t) **Project:** shall mean the project of construction of a mainly residential multi-storied building consisting of various apartments/ saleable spaces upon the Project Land;
- (u) **Project Land:** shall mean the demarcated portion of land admeasuring 2,958 square metres, more or less, morefully and particularly described in Part-III of the First Schedule hereinabove described, on which the Said Building is being erected.
- (v) **Proportionate or Proportionately:** according to the context shall mean the proportion of the carpet area of the Apartment(s) to the total carpet area of all the units/apartments in the Project;
- (w) **Proportionate or Proportionately:** according to the subject or context shall mean as follows:
- (i) where it refers to share of the Allottee in the Common Area and Facilities specified in Part-I and Part-II of the Sixth Schedule hereinabove written shall mean the proportion of the carpet area of the Apartment to the total carpet area of all the units/apartments in the Said Building at the Project Land;
 - (ii) where it refers to share in the General Common Elements specified in Part-III of the Sixth Schedule hereinabove written, the same shall be the proportion in which the carpet area of any apartment/unit may bear to the aggregate of (a) total carpet area of all the apartments/units in the Said Building at the Project Land and (b) total carpet area of all the units in the building proposed to be constructed in Phase-II at the Remaining Land;



Provided That where it refers to the share of the Allottee in the rates and/or taxes then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area, rental income, consideration or user then the same shall be determined on the basis of the area, rental income, consideration or user thereof).

- (x) **Remaining Land:** shall mean the demarcated portion of land admeasuring 744.845 square metres, more or less, morefully and particularly described in Part-IV of the First Schedule hereinabove described, on which the Other Building is intended to be erected.
- (y) **Roof:** shall mean and include the ultimate roof of the Said Building, now under construction at a portion of the said Project Land;
- (z) **Said Building:** shall mean the multistoried building mainly for residential purpose being developed by the Promoter at a portion of the Project Land described in Part-III of the First Schedule hereinabove written under the name and style of "**Saltee Splendora**".
- (aa) **Said Land:** shall mean **All Those** pieces and parcels of land morefully and particularly mentioned and described in the **Part-II of the First Schedule** hereinabove written;
- (bb) **Super Built-up Area:** shall mean and include the Carpet Area, exclusive Balcony/ Verandah/ Open Terrace Area or EBVT Area, which is appurtenant to the net usable floor area of the apartment meant for the exclusive use of the allottee, proportionate undivided share in the Common Areas to be used in common with other allottees in the Project and the external wall / column Area of the appurtenant and half the area of common walls with other apartments, which form integral part of said Apartment;
- (cc) **Title Documents:** shall mean and include various documents of title of the Landowner/ Confirming Party exclusively in respect of the Said Land by virtue and in pursuance of which the Landowner/ Confirming Party is entitled to the Said Land.



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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please Affix
photograph and
sign across the

Photograph

(2) Signature _____

Name _____

Address _____

Please Affix
photograph and
sign across the

Photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____



**SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter**

Signature _____

Name _____

Address _____

Please Affix
photograph and
sign across the

Photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Landowner/ Confirming Party:

Signature (Constituted Attorney) _____

Name

Address _____

Please affix
photograph and
sign across the

photograph

At _____ on _____ in the presence of:



WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

While the Promoter shall endeavour to enter into agreements with allottees in the form substantially similar to this draft Agreement for Sale of flat, the Promoter reserves its right to make suitable modifications/amendments to this draft Agreement for Sale of flat as the circumstances may require.

