

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (AGREEMENT) is made on this _____ day of _____, Two Thousand and Nineteen (2019).

BY AND BETWEEN

M/S ANKUR NIRMAN PRIVATE LIMITED (PAN NO. AAGCA 3994G), a company incorporated under Companies Act, 1956 and having its registered office at No. 10, Civil Row, 2nd Floor, Room No. 206/4, Police Station Burrabazar, Post Office G.P.O., Kolkata 700 001, represented by its Directors/Authorized Signatory, _____ (PAN _____), son of _____, residing at _____, duly authorized vide board resolution dated _____, hereinafter referred to as "**DEVELOPER/PROMOTER**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partner and partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors, representatives, and administrator of the last surviving partner and his/her/their assigns) of the **FIRST PART**.

AND

M/S GAUTAM CONSTRUCTION COMPANY PRIVATE LIMITED (PAN NO. AABCG 2187Q), a company incorporated under the Companies Act, 1956, and having its registered office at No. 9/1, Old Post Office Street, Ground Floor, Police Station Hare Street, Post Office New Secretariat, Calcutta 700 001, represented by its Directors/Authorized Signatory, _____ (PAN _____), son of _____, residing at _____, duly authorized vide board resolution dated _____, hereinafter referred to as "**OWNER/VENDOR**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partner and partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors, representatives, and administrator of the last surviving partner and his/her/their assigns) of the **SECOND PART**.

AND

[If the Allottee is the company]

_____ (CIN _____), a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory _____ (Aadhaar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the “**PURCHASER/ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the **THIRD PART**:

[or]

[If the Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited Liability Partnership) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ (PAN _____), represented by its authorized Partner, _____ (Aadhaar No. _____) authorized vide _____ hereinafter referred to as the “**PURCHASER/ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the **THIRD PART**:

[or]

[If the Allottee is an Individual]

(1) Mr./Ms. _____ (Aadhaar No. _____) son/daughter of _____, aged about _____, residing at _____, PAN _____) and (2) Mr. / Ms. _____ (Aadhaar No. _____) son / daughter of _____, aged about _____, residing at _____, PAN no. _____) hereinafter jointly referred to as the “**PURCHASER/ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, and permitted assignees) of the **THIRD PART**:

[or]

[If the Allottee is a HUF]

Mr. _____ (PAN _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint

Mitakshara Family known as _____ HUF, having its place of business/residing at _____, PAN _____) hereinafter referred to as the “**PURCHASER/ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns) of the **THIRD PART**:

The **DEVELOPER/PROMOTER, OWNER/VENDOR** and the **PURCHASER/ALLOTTEE** shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

W H E R E A S :

- A. That at all material time one Sunil Kumar Bandopadhyay, son of Late Ram Taran Bandopadhyay, was the absolute owner, inter alia, of a revenue free plot of land measuring more or less 12 Cottah 10 Chittack with structure and comprised within Municipal Lands No. 24, Deodar Street, Police Station and Post Office Ballygunge, Calcutta - 700 019 having Holding No. 41 and 328 and lying and situated under Mouza Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division VI, Sub-Division “O”, registered office at District Sub-Registrar and Additional Sub-Registrar at Alipore, in the District of now South 24 Parganas, hereinafter referred to as the “said plot of Land”.
- B. That under a Deed of Lease dated 23rd December, 1957 and registered before the Sub-Registrar Alipore in Book No. 1, Volume No. 151, Pages 225 to 230, Being No. 9927, for the year 1957 the said Sunil Kumar Bandopadhyay, in consideration of the rent mentioned therein, demised unto and in favour of one Debdas Bandopadhyay, son of late Sunil Kumar Bandopadhyay, the said plot of land absolutely and forever on the terms, conditions and consideration as more fully and particularly mentioned and described in the said Deed of Lease.
- C. That by and/or under a Bengali Deed of Sale dated 10th July, 1960 and registered before the Office of Sub-Registrar, Behala, in Book No. 1, Volume No 34, Pages 145 to 149, Being No. 2609, for the

year 1960 the said Sunil Kumar Bandopadhy sold, transferred and alienated, inter alia, the said plot of land unto and in favour of his son, the said Debdas Bandopadhyay, absolutely and forever at a valuable consideration as more fully and particularly mentioned and described in the said Deed of Conveyance.

- D. That by and/or under a Deed of Conveyance dated 20th May, 2011 and registered before DSR – III, Alipore, in Book No. 1, CD Volume No 8, Pages 1353 to 1368, Being No. 03908, for the year 2011, the said Debdas Bandopadhyay sold transferred and alienated the said plot of land unto and in favour of the Owner/Vendor herein at a valuable consideration as more fully and particularly mentioned and described in the said Deed of Conveyance.
- E. That by and/or under a Deed of Declaration dated 11th July, 2011 and registered before DSR – III, Alipore, in Book No. 1, CD Volume No 11, Pages 6350 to 6357, Being No. 05311, for the year 2011, the said Debdas Bandopadhyay duly rectified the mis-description of the adjacent Lands of the said plot of land sold under the Deed of Conveyance dated 20th May, 2011 in order to perfect the title of the Owner/Vendor herein in respect of the said plot of land.
- F. That one Bhagwani Devi and Pratap Singh claiming alleged thika tenants in respect of the said Land moved before the Controller of Kolkata Thika Tenancy and after observing all due formalities and elaborate hearing conducted by the Controller of Kolkata Thika Tenancy the alleged claim of thika tenancy of Bhagwani Devi and Pratap Singh was summarily rejected vide a Judgment and Order dated 7th March, 2014 by the Controller of Kolkata Thika Tenancy and duly declare the said Land free from such encumbrances absolutely and forever in favour of the Owner/Vendor herein.
- G. That having had the said ownership the Owner/Vendor herein made an application for mutation of its name before the Kolkata Municipal Corporation and pursuant to the Judgment and Order dated 7th March, 2014 passed by the Controller of Kolkata Thika Tenancy, the Kolkata Municipal Corporation duly mutated the said Land in favour the Owner/Vendor herein by allotting the Assessee No. 110691602515 and Owner/Vendor herein is paying taxes regularly relating to the said Land.

- H. That the Owner/Vendor herein became absolute ownership free from all encumbrances, lien, lispendence, attachment or any defect in right, title and interest in respect of the said plot of Land **ALL THAT** piece and parcel of revenue free khas mahal land measuring 12 (Twelve) Cottahs and 10 (Ten) Chittaks, be a little more or less, together with structure measuring 1000 Squre Feet lying and situate at and being Lands No. 24, Deodar Street, Police Station - Ballygunge, KMC Ward No. 69, Post Office - Ballygunge, Kolkata – 700 019 being Holding No. 41 and 328 and lying and situated under Mouza - Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division VI, Sub-Division “O”, Registry Office at the then Sealdah, now District Sub Registrar and Additional District Sub Registrar at Alipore, in the District of now South 24 Parganas having Assessee No. 110691602515 under KMC Ward No. 69, hereinafter referred to as the said “**LAND**” and morefully and particularly mentioned and demarcated in the lay out plan annexed hereto and marked **Annexure-A**.
- I. The said Land is free from all sorts of encumbrances, charges, liens, lispendenses, mortgage whatsoever and the Owner/Vendor herein has got a clear, free and marketable title to the said Land as mentioned hereinabove.
- J. The Owner/Vendor herein thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Land intent to develop the said Land and the Developer/Promoter herein with the intent of undertaking the development of the said Land after being fully satisfied about its marketable title, the Owner/Vendor and the Developer/Promoter had entered into a Development Agreement dated 11th March, 2016, duly registered in the Office of the D. S. R. – III, South 24 Parganas, Alipore, registered in Book No. 1, Volume No 1603 - 2016, Pages 40331 to 40389, Being No. 160301248, in the year 2016, whereby the Owner/Vendor granted the exclusive right of development in respect of the said Land unto and in favour of the Developer/Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement, hereinafter referred to as the **DEVELOPMENT AGREEMENT**.

- K. In pursuance of the said Development Agreement the Owner/ Vendor and the Developer/Promoter had entered into a Power under Development Agreement dated 17th March, 2016, duly registered in the Office of the D. S. R. – III, South 24 Parganas, Alipore, registered in Book No. 1, Volume No 1603 - 2016, Pages 48078 to 48106, Being No. 160301455.
- L. That the Developer/Promoter herein is fully competent to enter into this Development Agreement and has decided to develop the said Land by constructing a multi storied multi facility residential building project of G + 11 floors tower containing self contained single Apartment/Unit in each floors comprises with 11 multi storied apartments along with a Gymnasium, Moon Garden on the terrace, Landscaped terrace with sitting area with Barbeque counter, Yoga and Meditation Place, Two automatic lifts, CCTV, Car Parking, Fire Fighting System, Entrance Lobby with smart Decor, Power back up, Fully AC with VRV System, Video door phone with Intercom Facility, Wi-Fi Access and Community Hall on the 1st floor under the name and style “**ANKUR DIVA**” and herein after referred to as the said “**PROJECT**” and all the legal formalities with respect to the said Project “ANKUR DIVA” have been completed by the Developer/Promoter.
- M. In pursuance of the said Development Agreement the Developer/ Promoter caused a map or plan to be sanctioned by Kolkata Municipal Corporation being Building Permit No.2018080004 dated 18.04.2018, hereinafter referred to as the “**PLAN**” (the expression plan shall mean and include all modifications and/or alterations made thereto from time to time) whereby the Developer/Promoter became entitled to construct erect and complete a new building at the said Land comprising of Ground and 11 upper floors containing self contained single Apartment/Unit in each floors comprises with 11 multi storied residential apartments with multi facilities, car parking spaces and other constructed areas at the said Land, hereinafter referred to as the said “**BUILDING**” and No-Objection Certificate dated 23rd June, 2016 has been obtained from the Urban Land Ceiling and Regulation Authority in regard to develop the said Project.

- N. The Developer/Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .
- O. The Developer/Promoter has commenced the work of construction of the building at the said Land in accordance with the said Plan.
- P. In terms of the said Development Agreement it has been agreed between the Owner/Vendor and the Developer/Promoter that the total built up area of the Building comprises with 11 Apartments/ Units, roof and/or constructed spaces of the Building to be constructed on the said Land TOGETHER WITH the share in the same proportion in car parking spaces AND TOGETHER WITH the undivided proportionate impartible part or share in the said Land attributed thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities in the said Building along with the said Land will be shared by and between the Owner/Vendor and the Developer/Promoter in a manner whereby the Owner/Vendor shall be entitled to 51% of the total built up area of the said Building TOGETHER WITH the share in the same proportion in car parking spaces AND TOGETHER WITH the undivided proportionate impartible part or share in the said Land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities attached and/or appurtenant thereto and the Developer/Promoter shall be entitled to the remaining 49% of the total built up area of the said Building TOGETHER WITH the share in the same proportion in car parking spaces AND TOGETHER WITH the undivided proportionate impartible part or share in the said Land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities attached and/or appurtenant thereto which is earmarked as Developer's Allocation with the right and liberty that the Developer/Promoter shall be entitled to exploit its said allocation commercially by selling the same or any portion thereof to the prospective buyers on such terms, conditions and consideration as the developer may think fit and proper on the promise and undertaking by the owners that on completion of the said construction and at the request of the developer the owners shall have an obligation to execute the

necessary Deed of Conveyance or Conveyances in respect of the Apartments and/or units falling within the Developer's Allocation in favour of the developer or its nominee or nominees, purchaser or purchasers and/or assignees.

- Q. Thus for the aforesaid purpose as per of the said Development Agreement the Developer/Promoter is having its absolute right to enter into any Agreement for Sale in respect of any Apartment/Unit or Apartment/Unit falling within the said allocation of the developer with any prospective buyer and shall also have the right to receive and appropriate all monetary considerations there under as may be paid by the intending purchaser and to appropriate the same as its consideration for realizing the cost of construction of the said proposed Apartment/Building/Project to which the Owner/Vendor shall have no objection whatsoever at all material time.
- R. The Purchaser/Allottee(s), after satisfying himself/herself/itself/themselves about the title of land, the rights of the Developer/Promoter and after inspection of the Plan designs and specifications prepared by the Developer/Promoter's Architects and sanctioned by the competent authorities in respect of the said Project and all other permissions necessary for construction and development of the Project, had applied for an Apartment/Unit in the Project vide application dated _____ and has been allotted the Apartment/Unit measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. ____ on ____ floor in the Building together with the right to use ____ nos. Open/Covered/Mechanical Car Parking Space (dependent/independent) on the ____ level of the Building/Project TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Building and the right to use the common areas/common parts and facilities in common more fully and particularly mentioned and described in the **"SCHEDULE B"** hereunder written and demarcated in the lay out plan annexed hereto and marked **Annexure-B** AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath the said building appurtenant thereto more fully and particularly mentioned

and described in the **“SCHEDULE A”** hereunder written AND TOGETHER WITH all easement rights over all common portions in the said entire land and building hereinafter referred to as the said **"APARTMENT"** for which the Developer/Promoter and the Owner/Vendor have agreed to sell and transfer, free from all encumbrances, charges, liens, lispens, attachments trusts whatsoever or howsoever for the consideration unto and in favour of the Purchaser/Allottee(s) for the consideration and subject to the terms and conditions hereinafter appearing.

- S. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Purchaser/Allottee(s) prior to the execution of this agreement already inspected and satisfied about the physical nature and measurement of the said entire land including divided and demarcated portion of the same as well as the said Project.
- T. The Purchaser/Allottee(s) prior to the execution of this agreement already examined and satisfied about the title deeds, various plans including building plan and all other relevant and necessary documents and has also made all essential and appropriate enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the said Project/Buildings/Apartments and after been satisfied about the same entering into this agreement and have no objection thereof.
- U. The Purchaser/Allottee(s) has carefully inspected, considered and scrutinized the title of the Owner/Vendor herein including the aforementioned title documents, various plans and all other relevant and pertinent documents thereof and after being duly satisfied that the Owner/Vendor herein has got a clear, free and marketable title of the said Land and Purchaser/Allottee(s) with full knowledge of its actual status and conditions accepts the title and further agrees, assures and covenants not to raise any objection thereto and/or make any requisitions in connection therewith after entering this agreement.
- V. The Purchaser/Allottee(s) has inspected the said Development Agreement between the Owner/Vendors and the Developer/

Promoter and is fully satisfied about the right of the Developer in respect of the Apartment and the Purchaser/Allottee(s) agrees and covenants not to raise any objections thereto or make any requisition in connection therewith after entering into this Agreement.

- W. The Purchaser/Allottee(s) hereby confirms that the Developer/Promoter shall be entitled to modify or alter the said plan and/or to submit revised plan to which the Purchaser/Allottee(s) hereby consents.
- X. The Purchaser/Allottee(s) has also inspected the building plan duly sanctioned by Kolkata Municipal Corporation.
- Y. That no Internal Paint of the said Apartment will be done by the Developer/Promoter.
- Z. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the said Project.
- AA. This Agreement does not preclude diminish the right of any financial institution, fund, registered money lender from whom finance may have been taken for the instant Project/Building and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Purchaser /Allottee(s) in respect of his Apartment/Flat in the said Project.
- BB. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- CC. That in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties herein, the Owner/Vendor and Developer/Promoter hereby agrees to sell and the Purchaser/Allottee(s) hereby agrees to purchase the said Apartment more fully and particularly mentioned and described in the **“SCHEDULE B”** herein under together with

undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the **“SCHEDULE A”** hereunder written with all easement rights over all common portions in the said Building and/or Project and/or Land from the Developer’s Allocation attached and/or appurtenant to the said Apartment and the Owners/Vendors have agreed to sell the same to the Purchaser/Allottee(s) upon the confirmation by the Developer/Promoter on such terms, conditions and consideration as more fully and particularly mentioned and described hereunder.

DD. 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 and the parties herein are desirous of recording the same, in writing.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

1. DEFINITIONS :

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

- 1.1. **“ACT”** means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- 1.2. **“AGREEMENT”** shall mean this Agreement for Sale together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof.
- 1.3. **“APPROVALS”** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project
- 1.4. **“ADVOCATES”** shall mean Mr. Champak Ghosh and Mrs. Mitusree Boral Ghosh, Solicitors & Advocates of Calcutta High Court, Kolkata 700 001 appointed by the Developer/Promoter

and Owner/Vendor herein, inter alia, for preparation of this agreement and the sale deed for transfer of the said Apartment/Unit.

- 1.5. **“ARCHITECT”** shall mean the Architect appointed or to be appointed from time to time by Developer/Promoter for the purpose of planning, designing and supervision of the construction of the Project.
- 1.6. **“ALLOTMENT/BOOKING”** shall mean the provisional Allotment/Booking letter issued by the parties of this Agreement for sale in respect of the said Apartment/Unit.
- 1.7. **“APARTMENT”** whether called dwelling unit, flat, office, chamber, showroom, shop, godown, Lands, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in the building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;
- 1.8. **“APPLICABLE LAWS”** shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Apartment/Building/Project ;
- 1.9. **“BUILDING”** shall mean the Building to be constructed by the Developer/Promoter at the said Land in accordance with the Plan being a multi storied multi facility residential building of G + 11 floors containing self contained single Apartment in each floors which includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes which comprises of 11 self-contained Apartments

/Units and/or constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership/exclusive basis.

- 1.10. **“BUILT UP AREA”** shall mean and include the aggregate of the Carpet Area, Balcony Area and the External Wall/Column Area.
- 1.11. **“CARPET AREA”** shall mean net usable floor area of the Apartment, excluding the area covered by 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.
- 1.12. **“COMMON MAINTENANCE EXPENSES”** shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas/common parts and facilities and for rendition of services in common to the owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed borne paid and shared by the owners/occupiers relating to the Project including those mentioned in **“SCHEDULE F”** hereto.
- 1.13. **“COMMON PURPOSES”** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Owner/Vendor, Developer/Promoter and/or Purchaser/Allottee(s) and/or all owners/occupiers of the respective Apartments/Units and all other purposes or matters in which Association and Occupants have common interest relating to the building in the project.
- 1.14. **“COMMON AREAS/Common Parts and Facilities”** shall mean common areas of the Project including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker’s room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, pump motors and its installations, generator

and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers and the entire land in each phase if constructed in future more fully and particularly described in **“SCHEDULE E”** hereunder.

- 1.15. **“COMMON ROOF”** shall mean a part or portion of the ultimate roof as may be determined by the Developer/Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the building situated at the said Land and shall also include demarcated portion of the roof of the podium as well.
- 1.16. **“COMPETENT AUTHORITY”** means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;
- 1.17. **“INTERNAL DEVELOPMENT WORKS”** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per sanctioned plans;
- 1.18. **“LICENCES”** shall mean and include all licenses consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project;
- 1.19. **“MAINTENANCE AGENCY”** shall mean either the Promoters themselves or the Association of Buyers or any third party employed/ hired by the Promoters / Association of Buyers carrying out the maintenance services in the Real Estate Project;
- 1.20. **“OCCUPANCY CERTIFICATE”** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation to be

granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Apartment Owner to take possession of the Apartment intended to be acquired by the Purchaser/Allottee;

- 1.21. **“PARKING SPACE”** shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement (if any), ground floor level or at other levels / MLCP, whether open or covered or multi-level/mechanical, of the Project and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Developer/Promoter for exclusive use of the Purchaser/Allottee(s) who opts to take it from the Developer/Promoter. The specifically allotted Parking Space (Dependent/Independent) to a particular Purchaser/Allottee(s) shall be regarded as Reserved Area to be allotted for the exclusive use by the said individual Purchaser/Allottee(s) as decided by the Developer/Promoter.
- 1.22. **“PROPORTIONATE SHARE”** will be fixed on the basis of the Carpet area of the Apartment/Unit purchased in proportion to the Carpet area of all the Apartment/Unit in the building or the Project as the case may be PROVIDED THAT where it refers to the share of the Purchaser/Allottee(s) in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.23. **“PURCHASER/ALLOTTEE(S)”** in relation to this real estate project, means the person/persons to whom a apartment/apartments or building or part of the building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Owner/Vendor and/or Developer/Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- 1.24. **“PROJECT”** shall mean the Building to be constructed at the said Land under the name and style **“ANKUR DIVA”** or such other name as the Developer/Promoter and/or the

Owner/Vendor in their absolute discretion may deem fit and proper which includes a multi storied multi facility residential building of G + 11 floors tower containing self contained single Apartment in each floors comprises with 11 multi storied apartments along with a Gymnasium, Moon Garden on the terrace, Landscaped terrace with sitting area with Barbeque counter, Yoga and Meditation Place, Two automatic lifts, CCTV, Car Parking, Fire Fighting System, Entrance Lobby with smart Decor, Power back up, Fully AC with VRV System, Video door phone with Intercom Facility, Wi-Fi Access and Community Hall on the 1st floor under the said Building constructed on the said Land more fully and particularly mentioned in the **“SCHEDULE A”** hereunder written. These facilities/facilities may be changed and/or varied as per the decision of Developer/Promoter in the manner prescribed in the Act.

- 1.25. **“RESERVED AREAS AND FACILITIES”** shall mean such areas and/or facilities which may be reserved for use of certain Apartment or Apartments to the exclusion of the other Apartments more fully described in the **“SCHEDULE E”**. The Open/Covered/Multi-level car parking areas (Dependent /Independent) shall be part of Reserved Areas as well as the grant of exclusive right of use of demarcated space (if any) in any floor or a terrace appurtenant to any particular Flat of the Building to any Purchaser/Allottee(s) of the said Apartment plus any other Reserved Areas/Rights as defined herein.
- 1.26. **“RULES”** means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- 1.27. **“REGULATION”** means the Regulations made under The West Bengal Housing Industry Regulation Act 2017.
- 1.28. **“SECTION”** means a section of the Act.
- 1.29. **“STRUCTURAL ENGINEER”** shall mean the Engineer appointed or to be appointed from time to time by Developer/Promoter for the preparation of the structural design and drawings of the buildings.

1.30. **“TERRACE”** shall mean an open terrace attached to a particular floor of the Building and not attached to a particular Apartment and form an integral part of such Building/Project is meant for common use and common to all Apartment owners on the contrary an open terrace attached to a particular Apartment and to form an integral part of such Apartment is exclusively meant for use of the said Apartment owner without any right of any other Apartment owners.

2. INTERPRETATIONS :

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or notated.
- iii) An obligation of the Purchaser/Allottee(s) in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
- viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.
- ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- x) The Schedules shall have effect and be construed as an integral part of this agreement.

3. COMMENCEMENT :

This Agreement has commenced and/or shall be deemed to have commenced on and from the date of execution of agreement, hereinafter referred to as the 'COMMENCEMENT DATE' and this Agreement become effective and binding on the parties from the said Commencement Date and shall remain valid and subsisting unless terminated in the manner as hereinafter appearing.

4. TERMS :

- 4.1 Subject to the terms & conditions as detailed in this Agreement, the Owner/Vendor and the Developer/Promoter hereby agrees to sell and transfer to the Purchaser/Allottee(s) and the Purchaser/Allottee(s) hereby agrees to purchase, the said Apartment measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. ____ on ____ floor in the Building together with the right to use ____ nos. Open/Covered/Mechanical Car Parking Space (dependent/independent) on the ____ level of the Building/Project TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Building and the right to use the common areas/common

parts and facilities in common more fully and particularly mentioned and described in the **“SCHEDULE B”** hereunder written and demarcated in the lay out plan annexed hereto and marked **Annexure-B** AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath the said building appurtenant thereto more fully and particularly mentioned and described in the **“SCHEDULE A”** hereunder written AND TOGETHER WITH all easement rights over all common portions in the said entire land and building.

4.2 The Total Price for the said Apartment along with Parking space (if applicable) based on the carpet area which has been agreed upon between the parties hereto as recorded herein and the total consideration price payable by the Purchaser/Allottee(s) comes to Rs. _____ (Rupees _____ only) and the break-up and description of the same are more fully and particularly described in **“SCHEDULE C”** hereunder, the Total Price provides herein below:-

Apartment Details	Total Carpet Area of the Apartment (Square Feet)	Rate of Apartment per Square Feet	GST as per prevailing rate	Amount (Rupees)
Block/Building/Tower No. Apartment No. Type..... Floor..... Car Parking Space				
Maintenance Charges				
Other Charges				
Total Price in Rupees				

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Developer/Promoter towards the said Apartment and the Properties Appurtenant thereto.

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the said Project payable by the Developer/Promoter, by whatever name called) upto the date of the handing over the possession of the said Apartment and the Properties Appurtenant thereto to the Purchaser/Allottee(s) and the said building/Project to the Association of Purchasers/Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the said building/ 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 Purchaser(s)/Allottee(s);

- (iii) The Developer/Promoter shall periodically intimate to the Purchaser/Allottee(s), the amount payable as stated in (i) above and the Purchaser/Allottee(s) shall make payment demanded by the Developer/Promoter within the time and in the manner specified therein. In addition, the Developer/Promoter shall provide to the Purchaser/Allottee(s) the details of the taxes paid or demanded along with the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the said Apartment includes recovery of price of land, construction of common areas, not only the said Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water

line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Clause 14, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and/or within the said Building/Project as per Clause 15, etc. and parking (if any) as provided in the Agreement.

- (v) The Purchaser/Allottee(s) has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.
- (vi) The Purchaser/Allottee(s) acknowledges that the Total Price has been agreed between the parties taking into account the effect and benefits of the input tax credit under the applicable laws.

4.3 The Total Price is escalation free, save and except increases which the Purchaser/Allottee(s) 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. The Developer/Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Developer/Promoter shall enclose the said notification/order/ rules/regulations to that effect along with the demand letter being issued to the Purchaser/Allottee(s), which shall only be applicable on subsequent payments and further applicable after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the concern authority as per the Act and shall not be charged from the Purchaser/Allottee(s).

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 Purchaser/Allottee(s).

- 4.4 The Purchaser/Allottee(s) shall make the entire payment as per the payment plan as set out in **“SCHEDULE C”** i.e. the Total Price of the said Apartment along with Parking space (if applicable) as per schedule mentioned herein.
- 4.5 The Purchaser/Allottee(s) shall make further payments as per **“SCHEDULE F”** and **“SCHEDULE G”** respectively as per schedule mentioned therein.
- 4.6 That the sale and transfer of the right, title and interest and/or ownership of the said Apartment from the Owners/Vendors and the Developer/Promoter unto the Purchaser/Allottee(s) is subject to the mutual easements and restrictions more fully and particularly mentioned and described in **“SCHEDULE H”** written hereunder.
- 4.7 The Developer/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Purchaser/Allottee(s) by discounting such early payments @ _____ per annum or any other rate as think fit and proper for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/Allottee(s) by the Developer/Promoter.
- 4.8 It is agreed that the Developer/Promoter shall not make any addition and alteration in the plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **“SCHEDULE D”** and **“SCHEDULE E”** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said Apartment/Building and the said Project, as the case may be, without the previous written consent of the Purchaser/Allottee(s) as per the provisions of the Act.

Provided that the Developer/Promoter may make such minor additions or alterations as may be required by the Purchaser/Allottee(s), or such other minor changes or addition or alterations as per the provisions of the Act and the Developer/Promoter may cause the same to be done upon payment of such amount by the Purchaser/Allottee(s) as may be mutually agreed upon and reduced in writing it being further agreed that in the event of the Developer/Promoter making any modification/alteration in the sanctioned plan as permissible in accordance with the building rules of Kolkata Municipal Corporation and other statutes, the Developer/Promoter shall be entitled to do so long as the same does not affect the Apartment intended to be acquired by the Purchaser/Allottee(s) and the Purchaser/Allottee(s) hereby consent to the same and no further consent of the Purchaser/Allottee(s) shall be necessary and/or required.

- 4.9 The Developer/Promoter shall confirm to the final carpet areas that has been allotted the Allottee(s) after in construction of the building is complete and the occupancy certificate be granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is reduction in the carpet area than the Developer/Promoter shall refund the excess money paid by Purchaser/Allottee(s) 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 Purchaser/ Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Purchaser/Allottee(s), the Developer/Promoter may demand that from the Purchaser/Allottee(s) as per the next milestone of the Payment Plan as provided in “**SCHEDULE C**”. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4.2 of this Agreement.
- 4.10 The said building shall have common areas and facilities as per the particulars as given in the “**SCHEDULE E**” mentioned hereinafter over which the Purchaser/Allottee(s) shall have the common rights and liberties along with other Apartment/Unit

owners of the said Project to use and enjoy the same in common with other. Save as aforesaid the Purchaser/Allottee(s) shall have no exclusive claim, right, title or demand over and in respect of any other portion of the said Buildings which shall remain the exclusive properties of the Owner/Vendor and the Developer/Promoter with sole and absolute right to sell, transfer, let out or dispose of the same.

4.11 The Purchaser/Allottee(s) acknowledges that the certificate which may be given by the Architect of the said Residential Project certifying the Carpet Area to comprise in the said Apartment shall be binding on the parties hereto.

4.12 Subject to Clause 12.3 and upon full payment of the total purchase price and other amounts to be paid in terms of this agreement, the Developer/Promoter agreed and acknowledges, the Purchaser/Allottee(s) shall have the right to the said Apartment as mentioned below:

- (i) The Purchaser/Allottee(s) shall have exclusive ownership of the said Apartment;
- (ii) The Purchaser/Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/interest of Purchaser/Allottee(s) in the common areas is undivided and cannot be divided or separated, the Purchaser/Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/Promoter shall handover the common areas to the Association of Purchaser/Allottee(s) after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) Further, the right of the Purchaser/Allottee(s) to use the common areas/ common parts and facilities shall always be subject to the timely payment of maintenance charges and other charges as time to time applicable. It is clarified that the Developer/Promoter shall convey undivided proportionate title

in the common areas/common parts and facilities to the Association of Purchasers/Allottees as provided in the Act and the proportionate share of the Purchaser/Allottee(s) in the land and also in the common areas/common parts and facilities will always be variable.

- (iv) The Purchaser/Allottee(s) of the apartments of the buildings within the said Project shall use in common with other Purchaser/Allottee, the common areas/common parts and facilities of the Project together with all easements, rights and appurtenances belonging thereto.
 - (v) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with wall putty, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Clause 14 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and the said Project as per Clause 15 of this Agreement.
 - (vi) The Purchaser/Allottee(s) has the right to visit the said Project site to assess the extent of development of the said Project and his/her/their said Apartment.
- 4.13 It is made clear by the Developer/Promoter and the Purchaser/Allottee(s) agrees that the said Apartment along with open/covered/multi-level parking (if applicable) shall be treated as a single indivisible unit for all purposes. It is agreed that the said Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/Allottee(s)'s of the said Project.

- 4.14 The Developer/Promoter shall be entitled to obtain any finance or loan from the banks, financial institutions or from other sources against the said Building/Project and to offer the said land and/or land in the Project along with the construction thereon or any part thereof as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may advance credit, finance or loans to the Developer/Promoter and which does not in any way affect the right of the Purchaser/Allottee(s) in respect of his Apartment in the said Building/Project.
- 4.15 The Developer/Promoter agrees to pay all outgoings/dues before transferring the physical possession of the Apartment to the Purchaser/Allottee(s) which it has collected from the Purchaser/Allottee, for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the Developer/Promoter fails to pay all or any of the outgoings/dues collected by it from the Purchaser/Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchaser/Allottee(s), the Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 4.16 The Purchaser/Allottee(s) has paid a some 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 Developer/Promoter hereby acknowledges and the Purchaser/Allottee(s) hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan as mentioned in **“SCHEDULE C”** hereunder and as may be demanded by the Developer/Promoter within the time and manner specified therein.

Provided that if the Purchaser/Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules and further in that event without prejudice to any other right which the Developer/Promoter may have, time for completion and delivery of possession shall stand automatically extended for the delayed period.

5. MODE OF PAYMENT:

Subject to the terms of the agreement and the Developer/Promoter abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand made by the Developer/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 Developer/Promoter payable at KOLKATA.

Further the Purchaser/Allottee(s) acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement and the Developer/Promoter from time to time shall give notice as the amounts due and payable by the Purchaser/Allottee(s) and such notice may be sent by the Developer/Promoter electronically, ordinary mail or by speed post with acknowledgment due.

6. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 6.1 The Purchaser/Allottee(s), if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Developer/Promoter with such permission, approval which would enable the Developer/Promoter to fulfil its all obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the

provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Purchaser/Allottee(s) 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/they may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 6.2 The Developer/Promoter accepts no responsibility in regard to matters specified in Clause 6.1 above. The Purchaser/Allottee(s) shall keep the Developer/Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Purchaser/Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of Purchaser/Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Developer/Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottee(s) only.

7. ADJUSTEMENT/APPROPRIATION OF PAYMENTS:

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

8. TIME IS ESSENCE :

The Developer/Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the Project with the Authority and towards handing over the

said Apartment to the Purchaser/Allottee(s) and the common areas to the Association of Purchasers/Allottees or the competent authority, as the case may be.

Provided that the Developer/Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the said Project with the Authority and towards handing over the same to the Purchaser/Allottee(s) and the common areas to the association of the Purchaser/Allottee(s) after receiving the occupancy certificate or the completion certificate/ partial completion or both, as the case may be subject to the same being formed and registered as per local law.

It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In House areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.

9. CONSTRUCTION OF THE SAID PROJECT/BUILDING/ APARTMENT:

- 9.1 The Purchaser/Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Developer/Promoter.
- 9.2 The Developer/Promoter shall develop the said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer/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 said Act and Rules, West Bengal Municipal Act and Rules and all others relevant Acts and Rules as applicable and shall not have an option to make any variation/

alteration/modification in such plans, other than in the manner provided under the Acts and Rules, and breach of this term by the Developer/Promoter shall constitute a material breach of this Agreement.

- 9.3 The said Apartment shall be constructed in a workmanlike manner with such materials/specifications as are detailed out in the **“SCHEDULE D”** hereunder written and the Purchaser/Allottee(s) hereby confirms that the same is acceptable to the Purchaser/Allottee(s).
- 9.4 The Developer/Promoter undertakes that it has no right to make additions or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided in the Act.
- 9.5 The Purchaser/Allottee(s) acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Purchaser/Allottee(s) acknowledges and consents that the Developer/Promoter shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Apartment intended to be acquired by the Purchaser/Allottee(s).

10. POSSESSION OF THE APARTMENT/UNIT :

- 10.1 Schedule for possession of the said Apartment** – The Developer/Promoter agrees and understands that timely delivery of possession of the Apartment to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The Developer/ Promoter assures to handover possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.12.2021 and it may further be extended for a grace period of more or less Six (Six) months, which subject to extendable due to force majeure as

defined in Clause 43 of this Agreement and the Purchaser/Allottee(s) agrees the same i.e. unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project due to "Force Majeure". If, however, the completion of the said Apartment/ Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee(s) agrees that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment and the Purchaser/ Allottee(s) undertakes(s) and covenant(s) not to make or raise any objection.

The Possession Date as stated above has been accepted by the Purchaser/Allottee(s). However, if the said Apartment is made ready prior to the Completion Date, the Purchaser/Allottee(s) undertakes(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Purchaser/Allottee(s) are linked inter alia to the progress of construction, and the same is not a time linked plan.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer/Promoter to implement the said Building/Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/Promoter shall refund to the Purchaser/Allottee(s) the entire amount received by the Developer/Promoter from the Allotment within 45 days from that date. The Developer/Promoter shall intimate the Purchaser/Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee(s), the Purchaser/ Allottee(s) agreed that he/she/ they shall not have any rights, claims etc. against the Developer/Promoter and the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

10.2 Procedure for taking possession- The Developer/Promoter upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Apartment, to the Purchaser/Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. The Developer/Promoter agrees and undertakes to indemnify the Purchaser/Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer/ Promoter.

The Purchaser/Allottee(s) before taking possession of the said Apartment, agree(s) to clear all dues and/or demands raised as per **“SCHEDULE C”, “SCHEDULE F” AND “SCHEDULE G”** as time to time claims by the Developer/Promoter including claims raised on or before taking possession of the said Apartment failing which the Purchaser/ Allottee further agrees to pay 6% interest on all dues till the actual payment thereof. That after providing the possession letter to the Purchaser/Allottee(s), date of possession as intimated in the said possession letter should be treated as deemed date of possession and all formalities applicable to the Purchaser/Allottee(s) treated as the Purchaser/Allottee(s) have already possessed the said Apartment on and from the said date of possession.

The Purchaser/Allottee(s), after taking possession, agree(s) to pay the maintenance charges and all other charges as determined by the Developer/Promoter and/or Association of Purchaser(s)/ Allottee (s), as the case may be, after the issuance of completion certificate for the said Project. The Developer/Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Purchaser/Allottee(s) at the time of conveyance of the same. The Developer/Promoter shall not allow registration of the Deed of Conveyance of the said Apartment until and unless all dues of the Purchaser/ Allottee(s) to the Developer/Promoter along with all taxes, interest, etc. if at all, shall clear absolutely by the Purchaser/ Allottee(s).

10.3 Failure of Purchaser/Allottee(s) to take possession of Apartment - Upon receiving a written intimation from the Developer/Promoter as per Clause 10.2 above, the Purchaser/

Allottee shall take possession of the said Apartment from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/Promoter shall give possession of the said Apartment to the Purchaser/Allottee(s). In case the Purchaser/Allottee(s) fails to take possession within the time provided as per Clause 10.2 above, such Purchaser/Allottee(s) shall continue to be liable to pay maintenance charges and all other charges as specified under Clause 10.2 above.

- 10.4 Possession by the Purchaser/Allottee(s)** - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchaser/Allottee(s), it shall be the responsibility of the Developer/Promoter to handover the necessary documents and plan, including common areas to the Association of Purchaser/Allottee(s) or the competent authority, as the case may be, as per the applicable/local laws.
- 10.5 Cancellation by Purchaser/Allottee(s)** - The Purchaser/Allottee(s) shall have the right to cancel/withdraw his allotment in the said Project as provided in the Act; provided that where the Purchaser/Allottee(s) proposes to cancel/withdraw from the said Project without any fault of the Developer/Promoter, the Developer/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid after deducting all statutory deductions including all kind of tax and other expenses as applicable to the Purchaser/Allottee(s) shall be returned by the Developer/Promoter to the Purchaser/Allottee(s) without any interest thereoff within forty-five days of such cancellation.
- 10.6 Compensation** – The Developer/Promoter shall compensate the Purchaser/Allottee(s) in case of any loss, caused to him/her/them due to defective title of the land, on which the said Project is being developed or has been developed, in the manner as provided under the Act and vice-versa and the claim for the 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 Developer /Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 10.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Developer/Promoter shall be liable, on demand to the Purchaser/Allottee(s), in case the Purchaser/Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Purchaser/Allottee(s) does not intent to withdraw from the said Project the Developer/Promoter shall pay the Purchaser/Allottee(s) interest for every month of delay, till the handing over of the possession of the said Apartment, which shall be paid by the Developer/Promoter to the Purchaser/Allottee(s) within forty-five days of it becoming due.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Developer/Promoter hereby represents and warrants to the Purchaser/Allottee(s) as follows:

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

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Project and/or said Building and/or the said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Apartment and/or said Building and/or said Project and/or said Land are valid and subsisting and have been obtained by following due process of law. Further, the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, Land, Building and Apartment and common areas;
- (vi) The Developer/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 Purchaser/Allottee(s) created herein, may prejudicially be affected;
- (vii) The Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the said Project and/or the said Building and/or the said Apartment which will, in any manner, affect the rights, title and interest of Purchaser/Allottee(s) under this Agreement;
- (viii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Purchaser/Allottee(s) and the common areas to the association of Purchaser/Allottee(s) or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

- (xi) The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the said Apartment along with common areas has been handed over to the Purchaser /Allottee(s) and the Association of Purchaser/Allottee(s) or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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.
- (xiii) On or before the execution of this agreement the Purchaser/ Allottee(s) has already seen and examined the said plan, title deeds and all other necessary documents and has satisfied in respect of the said Project/Building/Apartment and shall not be entitle to raise any query or objection thereto after executing this agreement and the Purchaser/Allottee(s) further agrees and undertakes to pay entire consideration money agreed to be paid as stated hereunder as well as all other various deposits and additional amounts as specified hereunder to the Developer/ Promoter as indicated herein under and in case of any defaults notwithstanding anything contain herein the Developer/ Promoter at its own discretion take necessary action as deem fit and proper as per the applicable laws.
- (xiv) Apportionment of the common liabilities of the Purchaser/ Allottee(s) in respect of any item, cost, tax, outgoings, expenses or any other sum payable under this Agreement by the Purchaser/ Allottee(s) shall be done by the Developer/Promoter whose decision shall always be full and final, conclusive and binding on and acceptable to the Purchaser/Allottee(s) provided however the said liabilities shall be calculated on a proportionate basis.
- (xv) In case the Purchaser/Allottee(s) commits any kind of defaults in performing and observing covenants/obligations/commitments or

like nature herein including all those payments the Purchaser/ Allottee(s) entitle to pay as per this Agreement then in such event Developer/Promoter reserves it's each and every rights and authorities in respect to take any kind of penal/legal action/ actions as may think fit and proper as per the provisions of the applicable Act or the Rules or Regulations time being in force.

- (xvi) Any covenant by the Purchaser/Allottee(s) not to do any act shall be deemed to include an obligation by the Purchaser/Allottee(s) that the Developer/Promoter will not allow, suffer or permit the act to be done and the Developer/Promoter further not to allow the Purchaser/Allottee(s) to do any kind of act/activity as a result of which one or more can suffer expressly or impliedly and will take any kind of penal/legal, civil/criminal and/or both action/actions as may think fit and proper strictly in accordance with the prevailing laws and this agreement.

12. EVENTS OF DEFAULTS AND CONSEQUENCES :

- 12.1 Subject to the Force Majeure clause, the Developer/Promoter shall be considered under a condition of default, in the following events:-
- a. The Developer/Promoter fails to provide ready to move in possession of the said Apartment to the Purchaser/ Allottee(s) within the time period specified in Clause 10.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - b. Discontinuance of the Developer/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.

12.2 In case of default by the Developer/Promoter under the conditions listed above, Purchaser/Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Developer/Promoter as demanded by the Developer/Promoter. If the Purchaser/Allottee(s) stops making payments, the Developer/Promoter shall correct the situation by completing the construction milestones and Developer/Promoter immediately intimate the Purchaser/Allottee(s) about the said rectification through written intimation and only thereafter the Purchaser/Allottee(s) be required to make the next payment without any interest immediately and positively within 20 days from the date of such written intimation send by the Developer/Promoter to the Purchaser/Allottee(s) at the address mentioned in Clause 33 of this Agreement and as per this Agreement said rectification intimation duly posted at the address, mentioned in the in Clause 33 and/or the address subsequently provided by the Purchaser/Allottee(s) to the Developer/Promoter, the said rectification intimation shall be deemed to have been received by the Purchaser/Allottee(s) and delayed payment by the Purchaser/Allottee(s) beyond 20 days liable for penalty as think fit and proper by the Developer/Promoter, which calculate from the date it becomes due to till the date of actual payment which further subject to any written condonation, if any, by Developer/Promoter;
- (ii) The Purchaser/Allottee(s) shall have the option of terminating the Agreement in which case the Developer/Promoter shall be liable to refund the entire money paid by the Purchaser/Allottee(s) under any head whatsoever towards the purchase of the said Apartment, along with a simple interest as per banking interest rates of the State Bank of India within forty-five days of receiving the termination notice and the said refund will be subject to deduction of all taxes, charges, levies, cess, assessments, impositions and costs which further subject to

Purchaser/Allottee(s)'s fulfilling all formalities on its part as more fully mentioned in Clause 10 of this Agreement;

Provided that where an Purchaser/Allottee(s) does not intend to withdraw from the said Project or terminate the Agreement, he shall be paid, by the Developer/Promoter, a simple interest as per banking interest rates of the State Bank of India, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Developer/Promoter to the Purchaser/Allottee(s) within forty-five days of it becoming due or adjusted from future instalments payable by the Purchaser/Allottee(s).

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

- 12.3 The Purchaser/Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the Purchaser/Allottee(s) fails to make payments for 2 consecutive demands made by the Developer/Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Purchaser/Allottee(s) shall be liable to pay interest to the Developer/Promoter on the unpaid amount at the rate of 6% per annum from its due date until the date of actual payment thereof.
 - (ii) In case of default by Purchaser/Allottee(s) under the conditions listed above continues for a period beyond 3 consecutive months after notice from the Developer/Promoter in this regard, the Developer/Promoter may cancel the allotment of the said Apartment in favour of the Purchaser/Allottee(s) and refund the money paid to the Developer/Promoter by the Purchaser/Allottee(s) by deducting the entire booking amount, all taxes, charges, levies, cess, assessments and impositions and the

interest and liabilities as applicable and this Agreement shall thereupon stand terminated:

Provided that the Developer/Promoter shall intimate the Purchaser/Allottee(s) about such termination at least thirty days prior to such termination by serving due notice to the Purchaser/Allottee(s) at the address mentioned in Clause 33 of this Agreement and as per this Agreement said termination notice duly posted at the address, mentioned in the in Clause 33 and/or the address subsequently provided by the Purchaser /Allottee(s) to the Developer/Promoter, the said termination notice shall be deemed to have been received by the Purchaser/ Allottee(s).

- (iii) The remaining balance amount of money refundable (if any) shall be returned by the Developer/Promoter to the Purchaser/ Allottee(s) within 45 (forty-five) days of such termination/ cancellation and this Agreement shall thereupon stand terminated.
- (iv) In the event the Developer/Promoter condones the cancellation of this Agreement, the Purchaser/Allottee(s) shall be liable to pay interest @ 4 % per month to be compounded monthly on the amount due, from the date it becomes due till the date of actual payment. However, it is made absolutely clear that right of condonation is exclusively vested in the Developer/Promoter and the same should be in written.
- (v) In the event no positive response received from the end of the Purchaser/Allottee(s) after 45 (forty-five) days from the date of posting the "Notice of Termination" to the Purchaser/Allottee(s), the Developer/Promoter treat this Agreement deemed cancelled and shall refund the refundable amount, if any, to the Purchaser/Allottee(s) and shall have acquire the right to deal with and/ or dispose of the said Apartment in any manner whatsoever as think fit and proper without any obstruction or hindrance from the Purchaser/Allottee(s).
- (vi) Upon such cancellation of the agreement the Purchaser/ Allottee(s) shall have no right or vestige of interest in connection with/out of the said agreement and further shall have no right

to take any legal action against the Developer/Promoter in connection therewith forever and absolutely.

- (vii) In the event after such termination inspite of the best efforts made from the end of the Developer/Promoter to refund the refundable amount, if any, to the Purchaser/Allottee(s) immediately, then the said refundable amount, if any, shall kept with the Developer/Promoter's own custody till the same will duly claim by the Purchaser/Allottee(s) and the same will be provided accordingly to the Purchaser/Allottee(s) without any interest thereof.

13. CONVEYANCE OF THE SAID APARTMENT :

The Developer/Promoter, on receipt of Total Price of the Apartment as per Clause 4.2 under the Agreement from the Purchaser/Allottee(s) shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser/Allottee(s):

However, in case the Purchaser/Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Purchaser/Allottee(s) authorizes the Developer/Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer/Promoter is made by the Purchaser/Allottee(s).

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

The Developer/Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchaser/ Allottee(s) upon the issuance of the completion certificate of the Project. The cost of such maintenance more fully and particularly mentioned in "**SCHEDULE F**" hereunder has been included in the Total Price of the Apartment/Unit.

15. SEPECIFICATIONS, AMENITIES AND FACILITIES OF THE SAID PROJECT/BUILDING/APARTMENT :

The Purchaser/Allottee(s) shall be responsible for all the charges includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment/Unit and/or within the said Buildings/Project and parking (if any) as provided in the Agreement. The cost of such other facilities, amenities and specification charges morefully and particularly mentioned in **“SCHEDULE G”** hereunder has been included in the Total Price of the Apartment/Unit.

16. DEFECT LIABILITY :

- i. 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 Developer/Promoter as per this Agreement relating to such development is brought to the notice of the Developer/Promoter within a period of five years by the Purchaser/Allottee(s) from the date of handing over possession of the said Project to the Purchaser/Allottee(s) and/or Association of Purchaser/Allottee(s), as the case may be, after obtaining completion certificate from the competent authority and it agrees between the parties herein that the date of issuance of completion certificate shall be treat as deem date of handing over possession of the said Project and therefore within the period of five years from the said deem date of handing over possession, it shall be the duty of the Developer/Promoter to rectify such defects without further charge, within thirty days, and in the event of Developer/Promoter's failure to rectify such defects within such time, the aggrieved Purchaser/Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- ii. Notwithstanding anything stated hereinabove, the Developer/Promoter shall not be liable for defects pertaining to the following:
 - (a) Equipment (including but not limited to, lifts, generators, motors, sewage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period;

- (b) Fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear;
 - (c) Allowable structural and other deformations including expansion quotient; and
 - (d) Normal wears and tears, accidents or like nature.
- iii. It is further agreed that that the Developer/Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser/Allottee(s) or any person appointed by him or acting under him or under his instructions or arising due to reasons not attributable to the Developer/Promoter.
- iv. It is further agreed that that the above said responsibility of the Developer/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Purchaser/Allottee(s) or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.
- v. It is further agreed and recorded that the Purchaser/ Allottee(s) shall also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter and in case non-payment of maintenance charges by the Purchaser/Allottee(s) and there being discontinuation of proper maintenance in that event the Developer/Promoter shall not be held as liable as default on its part under this clause.

17. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Owner/Vendor and/or Developer/Promoter and/or Maintenance Agency and/or Association of Purchaser/Allottee(s) shall have rights of unrestricted access of all common areas, open/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee(s) agrees to permit the Owner/Vendor and/or Developer/Promoter and/or Maintenance Agency and/or Association of Purchaser/Allottee(s)

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.

18. USAGE:

Use of Service and/or facility Areas:- The service areas and/or other facility areas, as located within the Project shall be earmarked and/or restricted and/or limited for purposes of such use only such as parking spaces and services areas including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's, Entrance Lobby, terrace, Yoga and Meditation Place, Gymnasium, Community Hall, etc. and other permitted uses as per plans. The Purchaser/ Allottee(s) shall not be permitted to use the services areas in any manner whatsoever at his/her/their own discretion, other than those earmarked and the same shall be reserved for used by the Owner/Vendor and/or Developer/Promoter and/or Association of Purchaser/Allottee(s) as the case may be for rendering maintenance services and/or other purposes.

19. COMPLIANCE WITH RESPECT TO THE APARTMENT :

19.1 Subject to Clause 14 and Clause 15 above, the Purchaser/ Allottee(s) 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 and/or Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

19.2 The Purchaser/Allottee(s) further undertakes, assures and grants that he/she would not put any sign-board/name-plate,

neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser/Allottee(s) also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Purchaser/Allottee(s) shall also not remove any wall, including the outer and load wall of the Apartment.

- 19.3 The Purchaser/Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Developer/Promoter and thereafter the Association of Purchaser/Allottee(s) and/or maintenance agency appointed by the Association of Purchaser/Allottee(s). The Purchaser/Allottee(s) shall be solely responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

21. ADDITIONAL CONSTRUCTIONS:

The Developer/Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the said Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, save and except for as provided in the Act.

22. DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer/Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding

anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Purchaser/Allottee(s) who has taken or agreed to take the said Apartment.

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

The Developer/Promoter has assured the Purchaser/Allottee(s) that the said Project in its entirety is in accordance with the provisions of the said Act and Rules and all other applicable laws time being in force. The Developer/Promoter showing compliance under the provisions of the said Act and Rules and all other applicable laws time being in force.

24. BINDING EFFECT :

Forwarding this Agreement to the Purchaser/Allottee(s) by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Purchaser/Allottee(s) until, firstly, the Purchaser/Allottee(s) signs and delivers this Agreement with all the Schedules along with disbursement of all the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Purchaser/Allottee(s) and secondly, appears for registration of the same before the concern Registrar Offices being District Sub Registrar at Alipore or Additional District Sub Registrar at Alipore or Registrar of Assurances, Kolkata as and when intimated by the Developer/Promoter and which will be conducted through its Advocate as stipulated in this Agreement. If the Purchaser/ Allottee(s) fails to execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/ Allottee(s) and/or appear before the concern Registrar Offices being District Sub Registrar at Alipore or Additional District Sub Registrar at Alipore or Registrar of Assurances, Kolkata for its registration as and when intimated by the Developer/Promoter, then the Developer/ Promoter shall serve a notice to the Purchaser/Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee(s), application of the Purchaser/ Allottee(s) shall be treated as cancelled and all sums deposited by

the Purchaser/Allottee(s) in connection therewith shall be returned to the Purchaser/ Allottee(s) without any interest or compensation whatsoever by deducting all taxes, charges, levies, cess, assessments and impositions and the interest and liabilities as applicable under this Agreement, save and except the Booking Amount which shall be forfeited as fine, and the Purchaser/ Allottee(s) shall waive his/her/theirs all right, title and interest from the said Apartment and/or the said Project forever and absolutely.

However, Processing Fees of Rs. 50,000/- as agreed shall be deducted in case this Agreement is cancelled after signing by the Purchaser/Allottee(s) and other deduction will be as per the terms contained herein.

25. ENTIRE AGREEMENT:

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

26. RIGHT TO AMEND :

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALL THE PURCHASER(S) / ALLOTTEE(S) / 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 said Apartment and the said Project shall equally be applicable to and enforceable against and by any subsequent Purchaser/Allottee(s) of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

28. WAIVER NOT A LIMITATION TO ENFORCE:

28.1 The Developer/Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave

the breach by the Purchaser/Allottee(s) in not making payments as per the payment plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee(s) that exercise of discretion by the Developer/Promoter in the case of one Purchaser/Allottee(s) shall not be construed to be a precedent and/or binding on the Developer/Promoter to exercise such discretion in the case of other Purchaser/Allottee(s).

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

29. SEVERABILITY:

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

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

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

31. FURTHER ASSURANCES:

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

created or transferred hereunder or pursuant to any such transaction.

32. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Developer/Promoter through its authorized signatory at the Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Parties herein, in Kolkata after the Agreement is duly executed by the Purchaser/Allottee(s), Developer/Promoter and the Owner/Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the District Sub Registrar at Alipore or Additional District Sub Registrar at Alipore or Registrar of Assurances, Kolkata through its Advocate as stipulated in this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata.

33. NOTICES:

That all the notices to be served on the Purchaser/Allottee(s) and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee(s) or the Developer/Promoter by registered post at their respective addresses specified below:-

M/S ANKUR NIRMAN PRIVATE LIMITED	PURCHASER/ALLOTTEE(S) Name
Address...	Address...

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

34. JOINT PURCHASER/ALLOTTEE(S):

That in case there are Joint Purchaser/Allottee(s) all communications shall be sent by the Developer/Promoter to the

Purchaser/Allottee(s) 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 Purchaser/Allottee(s).

35. SAVINGS:

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

36. 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.

37. DISPUTE RESOLUTION :

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

38. ARBITRATION :

Any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Apartment/Project and/or this Agreement or any term or condition herein contained and/or relating to interpretation and meaning or scope of this Agreement or any rights and liabilities of the parties under the Agreement thereof shall be referred to the arbitration of a sole Arbitrator to be appointed under the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereto. The Award/Awards made by the Arbitrator

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

39. LOAN :

If the Purchaser/Allottee(s) want to take loan to purchase the said Apartment, the same shall be intimated to the Developer/Promoter and in that case if the Purchaser/Allottee(s) want the photo copy of the legal set directly from the Developer/Promoter, the Purchaser/Allottee(s) shall pay a sum of Rs. 2000/- (Rupees Two Thousand Only) for the same.

In the event of the Purchaser/Allottee(s) obtaining any financial assistance and/or housing loan from any bank and/or financial institution or creating any charge or encumbrance on his/her/theirs rights to the said Apartment hereunder to finance the amounts becoming payable in pursuance hereof, the sale shall be subject to such charge created by the Purchaser/Allottee(s) and the Developer/Promoter is hereby authorized and empowered to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Purchaser/Allottee(s) and the Bank and/or financial institution **Subject However** the Developer/Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Developer/Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser/Allottee(s) from such Bank and/or Financial Institution.

40. PURCHASER / ALLOTTEE(S) RESTRICTIONS AND OBLIGATIONS :

- i) The Purchaser/Allottee(s) has executed this agreement on the exclusive basis of the terms and conditions of this agreement and not in reliance/confidence or any demonstration/representation or guarantee/warranty either oral/written and/or both and whether express or implied made by or on behalf of the Developer/Promoter or its agents.
- ii) For any extra work desired by the Purchaser/Allottee(s) if it is possible to do that, the same shall be intimated to the Developer/Promoter in writing well in advance and shall cause

to pay extra cost for the said extra work to the Developer/Promoter.

- iii) The Purchaser/Allottee(s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Purchaser/Allottee(s) has not paid, in full, the consideration and other amounts and deposits agreed to be paid herein or is in default in performing any of his obligations and covenants herein contained.
- iv) Save the said Apartment, the Purchaser/Allottee(s) shall have no or nor shall claim any right whatsoever or howsoever over and in respect of the other Apartment and spaces or constructed areas or parking spaces at the said Project. The right of the Purchaser/Allottee(s) shall remain restricted to his/her/their respective Apartment and use of the Common Parts, Portions, Facilities and Amenities and in no event the Purchaser/Allottee(s) shall be entitled and hereby agrees not to claim any right of ownership or otherwise in respect of the other parts or portions of the said Building/Project or other Apartments of the Project.
- v) The Purchaser/Allottee(s) shall after registration of the Apartment apply for and obtain at his own costs separate assessment and mutation of the said Apartment in his/her /their names in the records of the concerned authorities.
- vi) Timely payment of installments of the said Apartment as per payment schedule written hereunder more fully and particularly described in **“SCHEDULE C”**, **“SCHEDULE F”** and **“SCHEDULE G”** hereunder and all other applicable charges is the essence of this agreement. The Purchaser/Allottee(s) shall be responsible to make necessary payments in the manner and within the time as specified in this Agreement and shall pay at the proper time and place, installments of the said Apartment, registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other lawful charges, time to time as applicable and Purchaser/Allottee(s) agrees to pay the same as raised by the Developer/Promoter, failing which Developer/Promoter shall be entitled to receive

appropriate compensation under all applicable laws as deem fit and proper including Civil/Criminal and/or both in the manner as provided under the law time being in force.

- vii) Shall be liable to pay interest, at such rate as applicable as per laws for any kind of delay in payment towards any amount or charges to be paid to the Developer/Promoter.
- viii) Dishonour of cheque mainly due to insufficient fund may lead to debit the cheque cancellation charges to the Purchaser/ Allottee(s)'s account and may force the Developer/Promoter to refuse any further payment by cheque.
- ix) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Purchaser/ Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Developer/Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Developer/Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonor charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonor). In the event the said Demand Draft is not tendered within 7 (seven) days then the Developer/Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Purchaser/ Allottee(s) come forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer/Promoter may consider the same at its sole discretion. In the event of dishonor of any cheque, the Developer/Promoter has no obligation to return the original dishonored cheque.
- x) At the time of the execution of this agreement it is well within the knowledge of the Purchaser/Allottee(s) about stage-wise time schedule of completion of the said Project/Building/ Apartment and the payment made thereof and also the provisions for water, sanitation, electricity and all other facilities, amenities and services as agreed to between the

parties herein vide this Agreement and thus the Purchaser/ Allottee(s) shall not be entitled to raise any objection to that effect before the Developer/Promoter and any authorities and thus by violation of this agreement shall not entitle to take any purported action against the Developer/Promoter and the Purchaser/Allottee(s) have to co-operate with the Developer/ Promoter and other Co-Purchasers of the said Project.

- xi) The Purchaser/Allottee(s) aware that the price of the said Apartment is arrived after adjusting the GST and other taxes, charges, levies, cess, assessments and impositions, as applicable, input credit to be passed on to him/her/them by the Developer/Promoter and the Purchaser/Allottee(s) shall not claim, demand or dispute in regard thereto.

- xii) If prior to execution of the conveyance, the Purchaser/ Allottee(s) nominate his/their booked apartment unto and in favor of any other person or persons in his/her/their place and stead, the Purchaser/Allottee(s) may do so with the permission of the Developer/Promoter. However the first 18 (eighteen) months from the date of Application/Booking shall be a Lock-in Period during which time the Purchaser/Allottee(s) shall not be permitted to nominate in favor of any third party. At the time of nomination, the new purchaser will be compulsorily required to register the Agreement for Sale/Nomination Agreement. The Purchaser/Allottee(s) shall pay a sum calculated @ 2% of the Total Price or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Developer/Promoter. Any additional income tax liability that may become payable by the Developer/Promoter due to nomination by the Purchaser/Allottee(s) because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Purchaser/Allottee(s) paying to the Developer/Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Purchaser/Allottee(s) on or before nomination.

- xiii) In the event of cancellation of allotment the balance amount of money paid by the Purchaser/Allottee(s) (other than Taxes paid by the Purchaser/Allottee(s) and/or stamp duty and registration charges incurred by the Purchaser/Allottee(s) shall be returned by the Developer/Promoter to the Purchaser/Allottee(s) without interest, out of the amounts received by the Developer/Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the said Apartment to another buyer and the Purchase Price of the Purchaser/Allottee(s) if the current Sale Price is less than the Purchase Price. The Purchaser/Allottee(s) shall prior to receipt of refund on the above account from the Developer/Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Developer/Promoter.

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

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

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

- xvii) In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer/Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer/Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

- xviii) Developer/Promoter may also extend the said Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Purchaser/Allottee(s) shall not have any objection to it and further, the Purchaser/Allottee(s) hereby give consent to the Developer/Promoter that the Developer/Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Apartment has been executed the Purchaser/Allottee(s) or any member of

the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building. In future phases it can be utilized in the manner the Developer/Promoter decides. The Purchaser/ Allottee(s) is also notified that the Developer/Promoter may at any subsequent period undertake development of a separate project on land which is adjacent but not part of this project and in that case the Developer/Promoter may decide to provide for a passage way across this project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this project and their Association. The Developer/Promoter may extend the size of the said project as presently envisaged by causing development of another Project/ Phase on land contiguous to the present project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this project with shared infrastructure and common facilities which means that the facilities available in this project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Project/Phases.

- xix) Use the Community Hall for small functions of their families or for the meeting of Apartment Owners or for the use of any function/meeting by all the Apartment Owners of the said Project. Not to use the Community Hall for purposes including but not limited to weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said Community hall, and any other covered/enclosed area of the said Project for sprinkling

or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the Lands, if and as may be allowed by the Promoter/Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

- xx) To Co-operate with the management and maintenance of the said Project.
- xxi) To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Developer/Promoter and/or the Association of the Purchaser/Allottee(s) with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall and Gymnasium. To pay for, in case of exclusive use of the Community Hall, Gymnasium and electricity charges, as may be fixed or determined by the Promoter Association of Purchaser/Allottee(s) from time to time.
- xxii) To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Purchaser/Allottee(s).
- xxiii) Not to do any act, deed or thing or obstruct the construction and completion of the said Apartment/Building/Project in any manner whatsoever.
- xxiv) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment or any portion of the building or the said Project.
- xxv) Not to store or bring and allow to be stored and brought in the said Apartment any goods or hazardous or combustible nature of which are so heavy as to effect or endanger the structure of

the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.

- xxvi) Not to damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof at any time or at the fittings and fixtures affixed thereto.
- xxvii) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xxviii) Not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.
- xxix) Not to close or permit the closing of verandah or balconies and lobbies and common parts/paths and also not to alter or permit any alteration in the elevations and Verandah, lunge or any external portion of the said Apartment/Building/Project.
- xxx) Not to install grills the design of which have not been suggested approved by the Architect.
- xxxi) Not to make in the said Apartment any structural additions and/or alterations which is menu, columns, partition walls etc., or improvement of a permanent nature except with the prior approval in writing of the Developer/Promoter and with the sanction of the concerned authority.
- xxxii) Not to use the said Apartment or permit the same be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which or is likely to cause nuisance or annoyance to the occupiers of the other portions of the said building or the Developer/Promoter and occupiers of the neighboring Lands or for any illegal or immoral purpose or as a boarding house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial industrial activities

whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any Katcha or Pucca construction grilled wall/enclosure thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking any and/or putting any articles shall not be allowed on the Car Parking Space.

- xxxiii) To abide by such building rules and regulations as may be made applicable by the Developer/Promoter before the formation of the Owners Association and after the Purchaser/Allottee(s) Association is formed to comply with and/or to adhere to the building rules and regulations of such Association.
- xxxiv) Not to sub-divide the said Flat/Apartment and/or the Parking Space if allotted or any portion thereof.
- xxxv) If fails to act in accordance with the commitments/ obligations as agreed under this Agreement which amounts to violation of the terms and conditions of this Agreement and as such it attracts the penalty and thus the Purchaser/Allottee(s) shall be liable to compensate to the Developer/Promoter and indemnify the Developer/Promoter for all losses, damages, costs, claims, expenses and dues charges demands actions and proceedings suffered or incurred by the Developer/Promoter upon such failure of the Purchaser/Allottee(s). The Purchaser/Allottee(s) further do hereby indemnify and agree to keep the Developer/Promoter indemnified, saved, defended and harmless from and against all and any costs, expenses, charges, outgoings damages and risks at all times forever and absolutely and restrain himself/herself from any kind of activities against the Developer/Promoter and abide all covenants, representations and warranties made by the Purchaser/Allottee(s) in this Agreement.

41. RIGHTS OF DEVELOPER:

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

- (a) The Developer/Promoter shall have the right to grant to any person the exclusive right to park cars or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building/s at the said Project and/or any portion of the Residential tower and also the covered/open spaces in the ground floor of the Building/s (including parking spaces) in such manner as the Developer/Promoter shall in its absolute discretion think fit and proper.
- (b) The Developer/Promoter will not entertain any request for modification in the internal layouts of the said Apartment. In case the Purchaser/Allottee(s) desires with prior written permission of the Developer/Promoter to install some different fittings/floorings on his/her/their own within the said Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Purchaser/Allottee(s) has made full payment according to the terms of payment, at its sole discretion, the Developer/Promoter may subject to receipt of full payment allow any Purchaser/Allottee(s) access to the said Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Purchaser/Allottee(s) provided that such access will be availed in accordance with such instructions of the Developer/Promoter in writing and that the right of such access may be withdrawn by the Developer/Promoter at any time without assigning any reasons.
- (c) The Developer/Promoter reserves unto itself the exclusive right to use and permit or permitted to be used any space in the Common Parts, Portions of the Residential Building for the purpose of exhibiting any neon sign board, signage or otherwise in / upon the open spaces in the said Residential Project.
- (d) The Developer/Promoter shall be entitled to all future vertical and horizontal exploitation of the said Building and/or the said Project or by way of further construction thereat by way of additional construction or otherwise.

- (e) The proportionate share of the Purchaser/Allottee(s) in various matters referred herein shall be such as may be determined by the Developer/Promoter and the Purchaser/Allottee(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (f) Save the said Apartment the Purchaser/Allottee(s) shall have no right, title and interest nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas or parking spaces at the said Project and/or the Building/s thereat and the Developer/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Developer/Promoter in its absolute discretion, shall think fit and proper and the Purchaser/Allottee(s) hereby consents to the same and agrees not to obstruct or hinder or oppose or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of such areas and spaces belonging to the Developer/Promoter.
- (g) For the purpose of facilitating the construction of the said Apartment in the aforesaid building/project the Developer/Promoter may apply for and obtain financial assistance from banks and other financial institutions.
- (h) That the Developer/Promoter shall not be liable or responsible for the destruction or damage to the said Apartment or any part thereof by reason of any force majeure circumstances, fire, act of God or irresistible force, civil disobedience riots, terrorism or any other reasons whatsoever beyond the reasonable control of the Developer/Promoter.
- (i) The Developer/Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Purchaser/Allottee(s) shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/ insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the

Developer/Promoter, for which the Developer/Promoter shall not be liable after handing over.

42. MISCELLANEOUS

- i. That the parties have entered into this agreement without indulging into any sort of coercion, undue-influence, misrepresentation, fraud, mistakes etc and this Agreement for Sale is completely independent entered into by and between the parties herein and giving rise to independent actions.
- ii. The right or possession of the Purchaser/Allottee(s) in respect of the said Apartment shall arise upon the Purchaser/Allottee(s) fulfilling all the obligations as are contained in this Agreement for Sale.
- iii. This Agreement is personal and the Purchaser/Allottee(s) shall not be entitled to transfer, let out, mortgage, grant, lease in respect of the said Apartment without the consent in writing to the Developer/Promoter until the registration of the Apartment is completed.
- iv. The Purchaser/Allottee(s) shall not be entitled to assign his right pertaining to this Agreement for Sale to any other third parties except his family member's viz., wife and children in any manner whatsoever.

43. FORCE MAJEURE:

The following shall be included in the reasons beyond the Developer/Promoter's control for giving possession of the said Apartment to the Purchaser/Allottee(s):

- (a) Fire, storm, tempest, flood, earthquake, natural calamity and other Acts of God or Acts of Government, Statutory Body etc.;
- (b) Strike, labour unrest, riot, mob, air raid, local problems and/or local disturbances, scarcity availability of raw materials, order of injunction, order of status quo or otherwise restraining development or construction at the said Lands by the Court of Law, Tribunal or Statutory Body (including the Pollution Control Board and all other Environment Control and Regulation Authorities), changes in rules regulations and laws for the time being in force resulting in stoppage or

postponement or delay of construction or any work at the said Lands and any other unavoidable circumstances beyond control of the Developer/Promoter.

44. DOCUMENTATION/REGISTRATION :

1. All drafting including drafting of Deed of Conveyance shall be made by the Developer/Promoter's Advocate as stipulated under this Agreement for transfer of the said Apartment in favour of the Purchaser/Allottee(s).
2. The Developer/Promoter on receipt of the entirety of the Total Price of the said Apartment under the Agreement from the Purchaser/Allottee(s) as morefully describe and mentioned in **"SCHEDULE C"**, **"SCHEDULE F"** and **"SCHEDULE G"** herein, shall execute a Conveyance Deed drafted by the Developer/Promoter's Advocate as stipulated under this Agreement and convey the title of the said Apartment within 3 (three) months from the date of issuance of the Completion/Occupancy Certificate as the case may be, to the Purchaser/Allottee(s). However, in case the Purchaser/Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser/Allottee(s) authorizes the Developer/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues including stamp duty and registration charges to the Developer/Promoter is made by the Purchaser/Allottee(s). The Purchaser/Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
3. All stamp duties, registration fees and allied expenses on execution of agreements, sale deed or deeds and other documents to be executed and/or registered in pursuance of a confirmed sell shall be borne and paid by the Purchaser/Allottee(s).
4. The Purchaser/Allottee(s) shall take each and every initiative and co-operate with the Developer/Promoter to complete registration of the said Apartment.

5. That in case if, the Purchaser/Allottee(s) after official possession reluctant/ disincline to render any kind of help/support and/or fails to provide any kind of positive response/initiative in all respect as call for /require/necessitate for registration of the said Apartment in that case notwithstanding anything herein contain the Purchaser/Allottee(s) shall be liable for cost and consequences.

45. SAVINGS

Any Expression of Interest, letter, agreement or any other document signed by the Purchaser/Allottee(s) 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 right and interest of the Purchaser/Allottee(s) under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

SCHEDULE-'A' **(LAND TO BE DEVELOPED)**

ALL THAT piece and parcel of revenue free khas mahal land measuring an area about 12 (Twelve) Cottahs and 10 (Ten) Chittaks, be a little more or less, together with structure measuring 1000 Squire Feet lying and situate at and being Lands No. 24, Deodar Street, Police Station - Ballygunge, KMC Ward No. 69, Post Office - Ballygunge, Kolkata - 700 019 being Holding No. 41 and 328 and lying and situated under Mouza - Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division VI, Sub-Division "O", Registry Office at the then Sealdah, now District Sub Registrar and Additional District Sub Registrar at Alipore, in the District of now South 24 Parganas having Assessee No. 110691602515 under KMC Ward No. 69, butted and bounded by:

ON THE NORTH	:	10 feet wide Passage.
ON THE SOUTH	:	Premises No. 45 Hazra Road.
ON THE EAST	:	Premises No. 45/2 Hazra Road.
ON THE WEST	:	20 feet wide Deodar Street.

SCHEDULE-‘B’
(APARTMENT/UNIT)

ALL THAT a self contained independent apartment measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. ____ on ____ floor in the Building being Block No. _____ at the Project “**ANKUR DIVA**” more or less, comprising of ____ **Bed Rooms**, ____ **Dinning/Living Room**, ____ **Kitchen**, ____ **Toilets**, ____ **Balcony**, together with the right to use ____ nos. Open/Covered/Mechanical Car Parking Space (dependent/ independent) on the ____ level of the Building/Project TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Building and the right to use the common areas/common parts and facilities in common AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath the said building appurtenant thereto AND TOGETHER WITH all easement rights over all common portions in the said entire land and building along with other Purchaser/Allottee(s).

SCHEDULE-‘C’
(PAYMENT PLAN/MODE OF PAYMENT OF CONSIDERATION)

Total consideration of the said flat is **Rs. _____ (Rupees _____ Only)** and the said consideration is payable in the following manner:

PAYMENT SCHEDULE		
Sl.No.	Particulars	% Consideration
1	Application/Booking Money	10% + GST as applicable
2	Within 15 days from the date of signing of this Agreement	10% + Legal and Documentation Charges + GST as applicable
3	On Completion of Pilling Work	10% + GST as applicable
4	On Completion of 1 st floor Roof Casting	7% + GST as applicable

5	On Completion of 4 st floor Roof Casting	7% + GST as applicable
6	On Completion of 7 st floor Roof Casting	7% + GST as applicable
7	On Completion of 10 st floor Roof Casting	7% + GST as applicable
8	On Casting of Roof Slab	7% + GST as applicable
9	On Commencement of Brick Work	7% + GST as applicable
10	On Commencement of flooring of respective flat	6% + GST as applicable
11	On Commencement of lift installation	6% + GST as applicable
12	On Commencement of outside paint	6% + GST as applicable
13	Before Possession of the said Flat	10% + Maintenance Charges + Other Charges + GST as Applicable

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

SCHEDULE-‘D’
SEPECIFICATIONS, AMENITIES AND FACILITIES
(WHICH ARE PART OF THE SAID APARTMENT/BUILDING)

ITEMS	Specifications
FOUNDATION	Pile foundation and earthquake resistant.
STRUCTURE	RCC framed structure with AAC block work.
ELEVATION	A unique blend of Modern Architecture.
INTERIOR	AAC Block work with Wallputty on the walls.
ELEVATOR	2 High speed automatic lifts of reputed brand with well-decorated lift cars.
FLOORING	<ul style="list-style-type: none"> • Luxury combination flooring in living, dining and bedrooms.

	<ul style="list-style-type: none"> • Kitchen floor with matt finish anti-skid tiles. • Anti-skid floor tiles in Toilets. • Designer Vitrified tiles/Laminated wooden type flooring in master bedroom.
WATER SUPPLY	24 - hours filtered water supply.
WALL FINISH	<ul style="list-style-type: none"> • Interior – Wall Putty for smoother finish within the flats and premium paint over wall putty on all common area walls. • Exterior - Combination of antifungal paint.
ROOF	Tiles over waterproofing treatment.
TERRACE	Moon Garden on the terrace along with Landscaped terrace with sitting area with Barbeque Counter.
KITCHEN	<ul style="list-style-type: none"> • Granite counter top. • Dado of ceramic tiles above platform up to 2 ft. height. • Stainless steel sink.
TOILET	<ul style="list-style-type: none"> • Water efficient sanitary fixtures of reputed brand. • International quality fittings of reputed brand. • Designer wall tiles up to 7 ft. height. • Anti-skid flooring
Entrance Lobby	Modish entrance lobby with premium wall finishes, Luxury combination flooring, polished veneer and paint.
DOOR	Polished main door and flush doors in bedrooms, bathrooms and kitchen.
WINDOW	UPVC Windows.
HARDWARE AND FITTINGS	Hardware fittings of reputed make and Branded Locks.
PAINTING	<ul style="list-style-type: none"> • Internal: Wall Putty over internal plaster and premium paint over wall putty on all common area walls. • External: Plain & Texture Painting & Paints on MS Works.

SAFETY AND SECURITY	<ul style="list-style-type: none"> • Security surveillance facility with CCTV. • Video door phone facility. • Intercom system. • Fire fighting arrangements as per recommendation of West Bengal Fire Service (as per Provisional NOC). • Fire Refuge (8th Floor Only).
ANTI-TERMITE TREATMENT	Pre-Construction Anti-termite treatment.
COMMON LIGHTING	<ul style="list-style-type: none"> • Well illuminated driveway inside the premises. • LED lighting in major common areas to minimize common area power consumption.
PLUMBING AND SANITARY	Soil and Waste Pipes - UPVC pipes of reputed make Sanitary Water Supply: CPVC
AC WITH VRV SYSTEM	Fully Air Conditioned Apartment with VRV System. Air Conditioned Lobby, Community Hall & Gymnasium.
Wi-Fi	Wi-Fi Access to All.
ELECTRICAL	<ul style="list-style-type: none"> • Inside the apartment and outside, fire resistant wires with modular switches of reputed brand. • Quality Earthing for all electromechanical gadgets. • Sufficient Power back-up for all flats and 100% power back-up for common areas and lifts.

SCHEDULE-‘E’

COMMON AREAS, SEPECIFICATIONS, AMENITIES AND FACILITIES (WHICH ARE PART OF THE SAID PROJECT)

The Common Portions are at 3 (three) levels, which are:

LEVEL1: The Common Portions at Level 1 includes the following :

1.1.1	:	Common Generators, its installation and its allied accessories, lighting of the common areas and common utilities.
1.1.2	:	AC with VRV System.

1.1.3	:	Wi-Fi System.
1.1.4	:	Electrical Transformers, electric wiring meters and panels, Electrical ducts, duct covers and risers, fitting, fixtures, lights and switches for the common areas of the Building.
1.1.5	:	Roads / Pathway, installations, and Security Arrangements.
1.1.6	:	Drains and Sewers from the Lands to the Municipal Drains.
1.1.7	:	Water sewerage and drainage connection pipes from the Apartments to drains and sewers common to the Lands.
1.1.8	:	Boundary walls of the Lands.
1.1.9	:	Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
1.1.10	:	Management / Maintenance office if any
1.1.11	:	Security Arrangements with CCTV with Close circuit TV at Ground Floor and Video door phone facility.
1.1.12	:	Main Entrance Gate.
1.1.13	:	Fire Fighting Equipment and Extinguishers and Protection system.
1.1.14	:	Water supply system.
1.1.15	:	Communication system for Intercom.
1.1.16	:	Water pump, the pump room, water reservoir and distribution pipes.
1.1.17	:	Fittings & Fixtures for common area lighting.
1.1.18	:	Intercom facility.
1.1.19	:	A.C. Community Hall for common use of all the occupants.
1.1.20	:	Foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
1.1.21	:	Visitors Car Parking if any.
1.1.22	:	Multi Gym.
1.1.23	:	Yoga and Meditation Place.

LEVEL-2: Those which are to remain common to the Apartments in any particular Building/Block/Project. These include the following:

1.1.1	:	Entrance lobby with smart Decor.
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1.2.2	:	Lobbies on each of its floors and the staircases and landings from the ground floor up to the terrace and also the ultimate roof of the tower.
1.2.3	:	Elevators.
1.2.4	:	Earmarked area of Ultimate Roof and Service Terrace of the building demarcated for common use and Fire Refuge Terrace (8th Floor Only).
1.2.5	:	Overhead Water Tank.
1.2.6	:	Lifts and their accessories installations and spaces required therefore.
1.2.7	:	Toilet and shower room on the Ground Floor (if any).

LEVEL-3: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads/pathways, lighting equipments, gates, room for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Purchaser/Allottee(s) and those that are inside the Project including its boundary walls and/or fences, etc. shall be deemed to be common portion only of the Project and common to its all Apartment Owners and users.
2. The Developer/Promoter reserves the right to alter the above scheme or any of the items mentioned in Level 1.1, 1.2 or 1.3, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Purchaser/Allottee(s) of the Project.

SCHEDULE-‘F’
(MAINTENANCE CHARGES)

1. The cost of maintenance will be paid/borne by the Purchaser/Allottee(s) from the date of official possession of the said Apartment/Unit till handover of maintenance of the project by the Developer/Promoter to the Association of Purchaser/Allottee(s) irrespective of whether the Purchaser/Allottee(s) take

possession of the said Apartment/Unit or not for any reason whatsoever or howsoever.

2. The Purchaser/Allottee(s) shall before taking possession of the said apartment pay in advance maintenance charges for the initial period of one year being a sum of Rs. _____ /- (Rupees _____) being the sum calculated at the rate of Rs. 5/- (Rupees Five only) per sq. ft. per month on the Carpet area of the said Apartment/Unit or the actual amount/rate whichever is higher together with applicable GST towards cost of such maintenance of the said Project payable to the Developer/Promoter.
3. Developer/Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges. After expiry of the said one year period, the Developer/Promoter shall at its own discretion fixed the maintenance charges and the Purchaser/Allottee(s) shall bound to pay the same in advance on monthly basis to the Developer/Promoter till the Developer/Promoter handover the maintenance of the said project to the Association of Purchaser/Allottee(s). However after formation of such owners association, the Developer/Promoter shall handover the responsibilities of maintenance of the said project to the said Association of Purchaser /Allottee(s).
4. The cost of Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Purchaser/Allottee(s) and all other expenses for the common purposes to be contributed borne paid and shared by the Purchaser/Allottee(s) of the said Building/Project including those mentioned as follows:-
 - 4.1. Cost of maintenance regarding repairing, redecorating etc. of the main structure and in particular the gutters fresh rain water pipe drain sewerage and water storages tanks and electric wires, motors, and other appliances and passages in or under or upon the Building and enjoyed or used by the Purchaser/Allottee(s) in common with other occupiers of the Building and

the main entrances, passages, lobby, terrace, roof, landing staircase, lift of Building enjoyed by the Purchaser/Allottee(s) or used by him in common and the boundary walls of the Building, compound terrace etc.

- 4.2. Cost of the cleaning and lighting the common areas, passages, landing, staircases, lift and other parts of the Building as enjoyed used by Purchaser/Allottee(s) in common as aforesaid.
- 4.3. Cost of charges of establishment for maintenance of the Building and the salaries of all persons employed for the same purpose.
- 4.4. Cost of Annual Maintenance Charges for Lift and allied accessories, Generator its installation and its allied accessories, Water Pump its installation and its allied accessories, Motors (if any) its installation and its allied accessories, and All Electricity Equipments its installation and its allied accessories, etc as enjoyed used by Purchaser/Allottee(s) in common.
- 4.5. All charges and deposits for suppliers of common utilities.
- 4.6. Establishment and all other capital and operational expenses of the Association.
- 4.7. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- 4.8. Keeping the gardens and the grounds of the Project generally in a neat and tide condition and tending and renewing all lawns decorations thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- 4.9. Creation of Sinking/Corpus Fund for replacement, renovation and other periodic expenses of equipments.
- 4.10. Insuring any risks in respect of the said Apartment/Unit/ Building/Project.

- 4.11. Costs and expenses relating to renewal of various licenses, including but not limited to lift, fire, pollution and annual maintenance contracts with regard to the Building and/or the Project.
- 4.12. Expenses regarding abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development work of the said Building/Project or any part thereof so far as the same is not the liability of or attributable to any individual Apartment/Unit Owner /Occupier within the Project.
- 4.13. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment/ Unit(s).
- 4.14. Cleaning as necessary of the areas forming parts of the Project.
- 4.15. Maintaining and operating the lifts of the said of the Project.
- 4.16. Paying all land revenue/khazana for the land of the said Project and the rates taxes duties charges assessments and outgoings whatsoever assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/lessees /occupiers of any Apartment/Unit of the said Building and liable to pay including but not limited to all the Central Government or State Government or any other statutory authorities, the municipal rates, taxes, water tax, multistoried building tax, urban land tax, service tax or any other property tax including wealth tax, development tax and sales tax, if any applicable, as the case may be.
- 4.17. Generally managing and administering the development and protecting the amenities in the Building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments/Units.

- 4.18. All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.
- 4.19. Any other expense for common Purpose.
5. That the Developer/Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Purchaser/Allottee(s). However, neither the Developer/Promoter shall ask for any extra amount on that account, for the said period, nor the Purchaser/Allottee(s) shall ask for any deduction for the same.
6. The Purchaser/Allottee(s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser/Allottee(s) shall be liable to pay interest @ 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Purchaser/Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said Building/Project and the Developer/Promoter and/or Association of Purchaser/Allottee(s), as the case may be, shall be entitled to take the following measures and the Purchaser/Allottee(s) hereby consents to the same:
 - 6.1. to discontinue the supply of electricity to the said "Apartment/Unit";
 - 6.2. to disconnect the water supply;
 - 6.3. not to allow the usage of lifts, either by Purchaser/Allottee(s), his/her/their family members, domestic help and visitors;
 - 6.4. to discontinue the facility of DG Power back-up;
 - 6.5. to discontinue the services of VRV Air Conditioned System;
 - 6.6. to discontinue the usage of all amenities and facilities provided in the said project "**ANKUR DIVA**" to the Purchaser/Allottee(s)

and his/her/their family members/guests.

7. The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser/Allottee(s) have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Promoter and/or Association of Purchaser/Allottee(s) to realize the due amount from the Purchaser/Allottee(s).

SCHEDULE-‘G’
(OTHER CHARGES)

All the following charges to be paid by the Purchaser/Allottee(s) before taking official possession of the said Apartment under the project “**ANKUR DIVA**” from the Developer/Promoter herein and also should get an acknowledgement for the same.

1. The Purchaser/Allottee(s) before taking possession of the said Apartment/Unit agrees to pay in advance to the Developer/Promoter a sum of Rs. _____ /- (Rupees _____) being the sum calculated at the rate of Rs. 80/- per sq. ft. on the Carpet area of the said Apartment/Unit towards Sinking/Corpus Fund along with G. S. T. charges as applicable, which will be a interest free Security Deposit deposited for a period of one year towards performance of the terms and conditions of this Agreement required to be performed by the Purchaser/Allottee(s). PROVIDED that after a period of one year from the date of such possession and/or upon formation of the Association of Purchaser/Allottee(s) as may be formed at the instance of the Developer/Promoter, the said Sinking/Corpus Fund or any part thereof if lying in the hands of the Developer/Promoter shall be paid and/or made over to the said Association of Purchaser/ Allottee(s). PROVIDED FURTHER from the date of official possession of the said Apartment/Unit till handover of maintenance of the project to the Association of Purchaser/Allottee(s), if the Purchaser/Allottee(s) commits any default or refuse or neglect to make payment of any cost, tax, outgoings or maintenance charges as agreed to be paid by the Purchaser/Allottee(s) to the Developer /Promoter, the Developer/Promoter shall have the exclusive right in its sole discretion to appropriate the said defaulted amount from the said Sinking/Corpus Fund and in the event such defaulted amount is not wholly appropriated from the said Sinking/Corpus Fund, then

in that event the Developer/Promoter shall impose interest at the rate of 6% per annum on the remaining defaulted amount from its due date until the date of actual payment thereof.

2. As the said Apartment/Unit is situated on the ____ floor the Purchaser/Allottee(s) agrees to pay additionally a sum of Rs. _____ /- (Rupees _____) being the sum calculated at the rate of Rs. 80/- per sq. ft. on the carpet area of the said Apartment/Unit along with G. S. T. charges as applicable as the said sum is only applicable for 3rd floor or onwards the Buyer.
3. Developer/Promoter has given opportunity to the Purchaser/Allottee(s) to enjoy the Fully Air Conditioned Apartments with VRV Air Conditioned System and to avail the said services of VRV Air Conditioned System it is mandatory that the Purchaser/Allottee(s) shall pay one time VRV Air Conditioned System Charges of Rs. _____ /- (Rupees _____) only being the sum calculated @ Rs. 500/- per sq. ft. on the carpet area of the said Apartment/Unit along with G. S. T. charges as applicable to Developer/ Promoter before taking possession of the Apartment.
4. Developer/Promoter has given further opportunity to the Purchaser/Allottee(s) to enjoy the facilities and services of Transformer and Generator and it is mandatory that the Apartment Purchaser/Allottee(s) shall pay Rs 25,000/- (Rupees Twenty Five Thousand) only per K. V. A. as per requirements along with G. S. T. charges as applicable to Developer/Promoter before taking possession of the Apartment for availing the facilities and services of the Transformer and Generator.
5. That it is mandatory that the Apartment Purchaser/Allottee(s) shall have to pay one time fees of Rs. _____/- (Rupees _____) only along with G. S. T. charges as applicable for per Apartment to Developer/Promoter for Water Connection Charges before taking possession of the Flat in regard to avail facilities thereof.
6. Charges for KMC re-sanction in case of modification in the said Apartment/Unit pursuant to the request made by the Purchaser/Allottee(s) of Rs. _____/- (Rupees _____) along with G. S. T. charges as applicable.
7. Charges for Formation of Association of Rs. _____ /- or Rs. _____ /- (Rupees _____) per sq. ft. as the case may be along with G. S. T. charges as applicable.

8. Charges for Electric Meter Deposit and Electric Cabling along with G. S. T. charges as applicable.
9. All Applicable/Ancillary charges as time to time claim by the Developer/Promoter including any Additional Deposits and Costs, etc. along with G. S. T. charges as applicable.
10. All charges in respect of G. S. T. and other taxes, levies, cess, assessments and impositions, as applicable.
11. Legal and Documentation charges of Rs. _____/- (Rupee _____) Only along with G. S. T. charges as applicable to be paid to the Developer/Promoter by the Purchaser/Allottee(s) along with Stamp Duty/Registration & Conveyance expenses as per actual.

SCHEDULE-'H'
(EASEMENT & RESTRICTIONS)

That all the Purchaser/Allottee(s) and/or the Apartment Owners/ Occupants of the said Project "ANKUR DIVA" including the Owner/Vendor and Developer/Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the said Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other.

5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Purchaser/Allottee(s) of the said Apartment shall not install any box grill for the windows, nor shall change the design of the window, balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer/Promoter:

Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner/Vendor:

Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser/Allottee(s): (including joint buyers)

(1) Signature _____	(2) Signature _____
Name _____	Name _____
Address _____	Address _____

At _____ **on** _____ **in the presence of:**

WITNESSES:

(2) Signature _____	(2) Signature _____
Name _____	Name _____
Address _____	Address _____

Drafted and Prepared by me

Advocate
Calcutta High Court.

ANNEXURES

ANEXURE A	Copy of the proposed layout plan and the Entire Land
ANEXURE B	Copy of the proposed layout plan and the Apartment