

## Agreement for Sale

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_(Date) day of \_\_\_\_\_(Month), 2018,

### -:BY & BETWEEN:-

1. **Indraloke Tradelinks Private Limited, [PAN AACCI1204P],**
2. **Panther Management Services Private Limited, [PAN AAFCP0877Q],**
3. **Integrity Consultancy Services Private Limited, [PAN AACCI0934Q],**
4. **Welkin Dealers Private Limited, [PAN AAACW8727H],**
5. **Sunfast Vinimay Private Limited, [PAN AANCS1693R],**
6. **Monopoly Tradelinks Private Limited, [PAN AAGCM0695J],**
7. **Jackpot Advisory Services Private Limited, [PAN AACCCJ1866G],**
8. **Octagon Tradelinks Private Limited, [PAN AABCO1747N],**
9. **Butterfly Advisory Services Private Limited, [PAN AADCB7887Q],**
10. **Pankaj Management Services Private Limited, [PAN AAFCP0942E],**
11. **Fairland Suppliers Private Limited, [PAN AABCF3715B],**
12. **Mountview Advisory Services Private Limited, [PAN AAGCM0954Q],**
13. **Everlink Vincom Private Limited, [PAN AACCE1964C],**
14. **Daylight Distributors Private Limited, [PAN AADCD1723H],**
15. **Aakav Devcon Private Limited, [PAN AALCA1425F],**
16. **Amazing Residency Private Limited, [PAN AALCA1423D],**
17. **Anandmayee Housing Private Limited, [PAN AALCA1424E],**
18. **Balkrishan Infracon Private Limited, [PAN AAFCB3133K],**
19. **Bemishal Promoters Private Limited, [PAN AAFCB2748E],**
20. **Bhavsaga Niwas Private Limited, [PAN AAFCB2747M],**
21. **Goodside Realtors Private Limited, [PAN AAECG9844K],**
22. **Dios Realtors Private Limited, [PAN AAECD5042Q],**
23. **Circular Realcon Private Limited, [PAN AAFCC0789C],**
24. **Vedvani Residency Private Limited, [PAN AAECV2869F],**
25. **Winsher Realtors Private Limited, [PAN AABCW3217B],**
26. **Everlink Residency Private Limited, [PAN AADCE2542D],**
27. **Gajrup Complex Private Limited, [PAN AAECG9894K],**
28. **Everrise Realtors Private Limited, [PAN AADCE2264N],**
29. **Parrot Complex Private Limited, [PAN AAGCP9166K],**

30. **Bhootnath Housing Private Limited, [PAN AAFCB2812B],**
31. **ELK Devcon Private Limited, [PAN AADCE2311G],**
32. **Hilmil Infracon Private Limited, [PAN AADCH0612B],**
33. **Hence Promoters Private Limited, [PAN AADCH0613A],**
34. **Hardsoft Realtors Private Limited, [PAN AADCH0787K],**
35. **Pattern Nirman Private Limited, [PAN AAGCP9498N],**
36. **Queencity Complex Private Limited, [PAN AAACQ2995B],**
37. **Sagam Devcon Private Limited, [PAN AASCS4634D],**
38. **Sarvlok Hirise Private Limited, [PAN AASCS3514Q],**
39. **Namchi Devcon Private Limited, [PAN AAECN1882A],**
40. **Shivpariwar Developers Private Limited, [PAN AASCS3728A],**
41. **Siddhibhumi Niwas Private Limited, [PAN AASCS3515R],**
42. **Snowberry Buildtech Private Limited, [PAN AASCS3727R],**
43. **Linton Towers Private Limited, [PAN AACCL3830A],**
44. **Zaljog Complex Private Limited, [PAN AAACZ6297R],**
45. **Topmost Complex Private Limited, [PAN AAECT4834A],**
46. **Seabird Niwas Private Limited, [PAN AASCS3516N],**
47. **Viewline Hirise Private Limited, [PAN AAECV2591G],**
48. **Katrina Realtors Private Limited, [PAN AAECK9903D],**
49. **Amrit Realcon Private Limited, [PAN AALCA1555G],**
50. **Lucky Hirise Private Limited, [PAN AACCL3905A],**
51. **Jota Builders Private Limited, [PAN AACJ9786F],**
52. **Quality Residency Private Limited, [PAN AAACQ2977R],**
53. **Premkunj Residency Private Limited, [PAN AAGCP9293D],**
54. **Prayas Residency Private Limited, [PAN AAGCP9165L],**
55. **Panchwati Infracon Private Limited, [PAN AAGCP9164M],**
56. **Oversure Nirman Private Limited, [PAN AABCO7583Q],**
57. **Motilal Hirise Private Limited, [PAN AAICM3109P],**
58. **Daava Realcon Private Limited, [PAN AAECD4997L],**
59. **Meantime Buildcon Private Limited, [PAN AAICM3016D],**
60. **Mangalmayee Realtors Private Limited, [PAN AAICM3243L],**
61. **Anju Promoters Private Limited, [PAN AALCA1556F],**
62. **Linkview Housing Private Limited, [PAN AACCL3904B],**
63. **Linkplan Properties Private Limited, [PAN AACCL3865B],**
64. **Likewise Construction Private Limited, [PAN AACCL4000G],**

65. **Evertime Residency Private Limited, [PAN AADCE2309N],**
66. **Kush Residency Private Limited, [PAN AAECK9851C],**
67. **Balmukund Marketing Private Limited, [PAN AAECB2894C],**
68. **Clock Tradelink Private Limited, [PAN AA ECC1608H],**
69. **Desire Sales Private Limited, [PAN AADCD5984A],**
70. **Lord Dealers Private Limited, [PAN AABCL5279L],**
71. **Moonlight Dealtrade Private Limited, [PAN AAGCM8009G],**
72. **Orchid Infracon Private Limited, [PAN AAACO9390G],**
73. **Orchid Realcon Private Limited, [PAN AAACO9595R],**
74. **Queen Dealers Private Limited, [PAN AAACQ2316G],**
75. **Smile Dealcom Private Limited, [PAN AAOCS8759D],**
76. **Sunlight Dealtrade Private Limited, [PAN AAOCS8881J],**

All the above 76 Parties are companies duly incorporated under the Companies Act, 1956 and having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur, P.O. Joka hereafter collectively called the "**First Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their authorized signatory **Mr. Jitendra Kumar Singh**, son of Late Ramchabila Singh, residing at 2, Dakshinpara, 3<sup>rd</sup> Lane, Rishra, under P.S. Rishra, Post Office- Morepukur, Dist-Hooghly-712 250 having (**PAN : ENOPS1448K**) and Mobile No.6290585106.

**-:AND:-**

1. **Cyديو Developers Private Limited. [PAN- AAGCC2319H],**
2. **Dasvani Residency Private Limited. [PAN-AAFCD4898K],**
3. **Fence Promoters Private Limited. [PAN-AACCF6732F],**
4. **Flyhigh Complex Private Limited. [PAN-AACCF6789Q],**
5. **Handshake Conclave Private Limited. [PAN-AADCH7282D],**
6. **Honeybee Devcon Private Limited. [PAN-AADCH7211E],**
7. **Kalyankari Niwas Private Limited. [PAN-AAFCK9616E],**
8. **Lazerjet Complex Private Limited. [PAN AACCL9422C],**
9. **Montec Nirman Private Limited. [PAN-AAJCM9908R],**
10. **Navyog Developers Private Limited. [PAN-AAFCN0628R],**
11. **Octal Complex Private Limited. [PAN-AACCO2138C],**
12. **Polpit Real Estate Private Limited. [PAN-AAICP3291P],**

13. Revoke Nirman Private Limited. [PAN-AAHCR5032M],
14. Rudresh Realtors Private Limited. [PAN-AAHCR5031J],
15. Serikos Enclave Private Limited. [PAN-AAWCS3441C],
16. Shrawan Hirise Private Limited. [PAN-AAWCS3442B],
17. Tripack Construction Private Limited. [PAN-AAFCT5183K],
18. Streedom Real Estate Private Limited. [PAN-AAWCS3440D],
19. Treeline Construction Private Limited. [PAN-AAFCT5182J],
20. Sudama Complex Private Limited. [PAN-AAWCS3132Q],
21. Glasseye Developers Private Limited. [PAN-AAGCG1781M],
22. Jyotshnadip Realty Private Limited. [PANAADCJ6082B],
23. Panchlok Realtors Private Limited. [PAN-AAICP3754H],
24. Subinay Infrastructure Private Limited. [PANAAWCS4093G],
25. Superwell Real Estates Private Limited. [PAN-AAWCS4665C]
26. Trinabh Infrastructure Private Limited. [PAN-AAFCT5595H]
27. Triwave Developers Private Limited. [PAN-AAFCT5597F]
28. Mahalon Construction Private Limited. [PAN-AAKCM0487E]
29. Salmon Residency Private Limited. [AAWCS6008H]
30. DTC Intertrade Private Limited [AAACD9481D]
31. DTC Minerals Private Limited [AAACG9574A]
32. Ayush Finvest Private Limited. [PAN AADCA6570F]
33. Abstar Infracon Private Limited. [PAN AANCA8896J]
34. Accro Developers Private Limited. [PAN AANCA8895M]
35. Avocado Construction Private Limited. [PAN AAOCA0561H]
36. Bellview Niwas Private Limited [PAN AAGCB4899R]
37. Bhumi Complex Private Limited. [PAN AAGCB4829D]
38. Bisque Constructions Private Limited. [PAN AAGCB5590B]
39. Bluesky Niketan Private Limited. [PAN AAGCB4804L]
40. Brajbihari Complex Private Limited. [PAN AAGCB5591A]
41. Browline Estates Private Limited. [PAN AAGCB4780P]
42. Bufflehead Towers Private Limited. [PAN AAGCB5588H]
43. Burlywood Construction Private Limited. [PAN AAGCB5589G]
44. Circular Niwas Private Limited. [PAN AAGCC2343H]
45. Clementine Construction Private Limited. [PAN AAGCC3096B]
46. Coactive Construction Private Limited. [PAN AAGCC2316J]
47. Dies Devcon Private Limited. [PAN AAFCD5037L]

48. **Drishti Niwas Private Limited. [PAN AAFCD5036M]**
49. **Drove Projects Private Limited. [PAN AAFCD4991D]**
50. **Dwarkapati Residency Private Limited. [PAN AAFCD5687C]**
51. **Ekonkar Enclave Private Limited. [PAN AAECE1419J]**
52. **Elderberry Construction Private Limited. [PAN AAECE1549F]**
53. **Firebrick Complex Private Limited. [PAN AACCF7270Q]**
54. **Fitina Realtors Private Limited. [PAN AACCF6790K]**
55. **Gameplan Tower Private Limited. [PAN AAGCG1636F]**
56. **Greenlong Developers Private Limited. [PAN AAGCG1673C]**
57. **Greenwall Infracon Private Limited. [PAN AAGCG1942A]**
58. **Holemart Properties Private Limited. [PAN AADCH7705F]**
59. **Indonep Developers Private Limited. [PAN AAECI0057Q]**
60. **Jazz Realtors Private Limited. [PAN AADCJ5999H]**
61. **Jupiter Reality Private Limited. [PAN AADCJ5982C]**
62. **Lemongrass Realtors Private Limited. [PAN AACCL9519J]**
63. **Lightcoral Complex Private Limited. [PAN AACCL9898C]**
64. **Lossen Realty Private Limited. [PAN AACCL9518K]**
65. **Mistyrose Construction Private Limited. [PAN AAKCM1132E]**
66. **Motihari Real Estates Private Limited. [PAN AAKCM0015A]**
67. **Navybeans Conclave Private Limited. [PAN AAFCN0652B]**
68. **Nectarine Complex Private Limited. [PAN AAFCN1205N]**
69. **Nettles Devcon Private Limited. [PAN AAFCN0691L]**
70. **Nightangels Complex Private Limited. [PAN AAFCN0651C]**
71. **Onetouch Realcon Private Limited. [PAN AACCO2465L]**
72. **Overween Estates Private Limited. [PAN AACCO2356A]**
73. **Passim Nirman Private Limited. [PAN AAICP4079M]**
74. **Prevail Infracon Private Limited. [PAN AAICP4077F]**
75. **Quatre Realcon Private Limited. [PAN AAACQ4084H]**
76. **Youngest Realcon Private Limited. [PAN AAACY7630H]**
77. **Sandman Realcon Private Limited. [PAN AAWCS3667E]**
78. **Seventhsky Complex Private Limited. [PAN AAWCS3722Q]**
79. **Shivpam Realtors Private Limited. [PAN AAWCS4709F]**
80. **Shivpariwar Enclave Private Limited. [PAN AAWCS6237J]**
81. **Skybeans Complex Private Limited. [PAN AAWCS3566J]**
82. **Subhpah Projects Private Limited. [PAN AAWCS4711R]**

83. **Sulochna Towers Private Limited. [PAN AAWCS3560Q]**
84. **Sunlike Developers Private Limited. [PAN AAWCS6236K]**
85. **Swarnyug Hirise Private Limited. [PAN AAWCS6044D]**
86. **Thistle Complex Private Limited. [PAN AAFCT6024M]**
87. **Utzsho Housing Development Private Limited. [PAN AABCU8677M]**
88. **Vinicab Infracore Private Limited. [PAN AAFCV3380A]**
89. **Wellpan Infracore Private Limited. [PAN AABCW7260N]**
90. **Wellpan Properties Private Limited. [PAN AABCW7495H]**
91. **Windstrom Realtors Private Limited. [PAN AABCW7239B]**
92. **Winterland Properties Private Limited. [PAN AABCW7238A]**
93. **Vighnraja Complex Private Limited. [PAN AAFCV3315B]**
94. **Livehigh Towers Private Limited. [PAN AACCL9509L]**
95. **Uniworth Complex Private Limited. [PAN AABCU8694E]**
96. **Allworth Complex Private Limited. [PAN AANCA8818N]**
97. **Kesuri Realty Private Limited. [PAN AAGCK0281Q]**
98. **Mishan Infracore Private Limited. [PAN AAKCM0856F]**
99. **Gurunam Realtors Private Limited. [PAN AAGCG2147P]**
100. **Yellowline Infrastructure Private Limited. [PAN AAACY7647Q]**

- the Parties above having serial Nos. 30, 31 & 32 are all companies within the meaning of the Companies Act, 2013, having their registered offices at 1, Netaji Subhash Road, Kolkata-700 001, P.S. Hare Street, P.O. GPO and the Parties above having serial Nos. 1 to 29 and 33 to 100 are all companies within the meaning of the Companies Act, 2013 having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur, Post Office Joka, and all the 100 Parties are hereafter collectively called the "**Second Owners**", which expression shall, unless excluded by the subject or context, include their respective successors-in-interest and/or assigns, and all are represented by their authorized signatory **Mr. Jitendra Kumar Singh**, son of Late Ramchabila Singh, residing at 2, Dakshinpara, 3<sup>rd</sup> Lane, Rishra, under P.S. Rishra, Post Office- Morepukur, Dist-Hooghly-712 250 having (**PAN : ENOPS1448K**) and Mobile No.6290585106.

**- A N D -**

**DTC Projects Private Limited, [PAN AAECs1016K]**, a company within the meaning of the Companies Act, 2013 and having its registered office at 1, Netaji Subhash Road, Kolkata – 700 001, hereafter called the "**Developer**", which expression shall, unless excluded by the subject or context, include its successors-in-interest and/or assigns, and represented by one of its directors **Mr. Ayush Jalan**, son of Sri Dinesh Jalan, residing at 34, Ballygunge Circular Road, under P.S. Ballygunge, Kolkata-700019.

- The First Owners, the Second Owners and the Developer are hereafter collectively called the "**Promoters**", (which term or expression shall, unless repugnant to or inconstant with the context or meaning thereof, be deemed to mean and include their respective successors-in-interest and permitted assigns) of the **First Part**;

**AND**

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereafter called the "**Allottee**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Second Part**.

[OR]

**[If the Allottee is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_ (**PAN:** \_\_\_\_\_), represented by its Authorized Partner \_\_\_\_\_ (**Aadhar No.** \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees including those of the respective partners) of the **Second Part**.

[OR]

**[If the Allottee is an Individual]**

**MR / MS.** \_\_\_\_\_, (**Aadhar No.** \_\_\_\_\_), son / daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (**PAN:** \_\_\_\_\_), hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **Second Part**

[OR]

**[If the Allottee is a HUF]**

**MR.** \_\_\_\_\_, (**Aadhar No.** \_\_\_\_\_), son of \_\_\_\_\_, aged about \_\_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_, (**PAN:** \_\_\_\_\_), hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assignees as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **Second Part**.

The First Owners, the Second Owners, the Developer and the Allottee shall hereafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

**DEFINITIONS:**

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

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

**WHEREAS:**



- A. The Promoters amongst themselves are the absolute and lawful owners of the land, hereafter referred to as the "**Said Land**", described in **Schedule-I** hereunder written and shaded in '**RED**' and '**LIGHT BLUE**' respectively in the annexed **Plan-A**. The devolution of title of the Promoters in the Said Land is detailed in **Schedule-A**.
- B. The Said Land has been earmarked for executing a project, hereafter referred to as the "**Said Project**". The Said Project is to have residential, commercial and/or residential-cum-commercial buildings, hereafter referred to as the "**Blocks**", each of which will consist of separate and self-contained enclosed spaces, hereafter called the "**Units**". The manner in which the Said Project is being executed is detailed in **Schedule-J**. The Said Project is being executed in phases, hereafter referred to as the "**Phases**", in the manner as envisaged in Rule 10 of the Rules, and each of the Phases will have its own common portions.
- C. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters regarding the Said Land on which Said Project is to be constructed have been completed.
- D. The Developer has got the plan for one of such Phases, hereafter called the "**Said Phase**", duly sanctioned by the Zilla Parishad, 24-Parganas (South) and the Kulerdari Gram Panchayat, Bishnupur-1 Block, 24-Parganas (South), hereafter called the "**Sanctioning Authority**". The Sanctioning Authority has granted the commencement certificate to develop the Said Phase vide approval dated 02.01.2018 bearing No. 450/580/KMDA, hereafter referred to as the "**Approved Plan**". The portion of the Said Land over which the Said Phase is being developed is described in **Schedule-K** hereunder written, shaded "Orange" in the annexed **Plan-A** and hereafter referred to as the "**Phase Land**". The common portions of the Said Phase are detailed in **Schedule-L** and hereafter referred to as the "**Phase Common Portions**".

- E. The Developer has obtained the sanctioned plan specifications and approvals for the Said Phase and also the Unit the Allottee is hereby agreeing to purchase, hereafter referred to as the "**Apartment**", more fully described in **Schedule-S**, from the Sanctioning Authority. The Promoters agree and undertake that they shall not make any changes to these Approved Plan except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Developer has registered the Said Phase under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority as a '*standalone real estate project*' at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_ to be completed within \_\_\_\_\_.
- G. The Allottee had applied for an Unit in the Said Phase vide Application No. \_\_\_\_ dated \_\_\_\_ and was allotted the Apartment described in **Schedule-S** in the building, hereafter referred to as the "**Said Block**". The details of the carpet area of the Apartment, the Said Block, the Parking Space and its location, and the pro-rata share in the Phase Common Portions, as defined in Clause (m) of Section 2 of the Act, are detailed in **Schedule-S**. The Block Common Portions of the Said Block is detailed in **Schedule-M**.
- H. The Allottee hereby declares that it has or has caused to be examined, enquired and/or verified *inter alia*, the title of the Promoters to the Said Land, the plan for the Said Phase and all the terms and conditions herein contained and only after being fully and totally satisfied about these, the Allottee is entering into this Agreement and the Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- J. The Unit owners and occupiers of all the Phases will be entitled to use and enjoy the common portions of all the other Phases so that upon completion of the Said Project, the common portions of all the Phases together become the common portions of the Said Project.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Phase and/or the Said Project.
- L. 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.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the Apartment and the Parking Space (if applicable) as specified in **Schedule-S**.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoters agree to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in para O.
- 1.2 The "**Total Price**" for the Apartment is based on its carpet area and the amount that the Allottee shall pay to the Developer for it is mentioned in **Schedule-T** and the manner the same is to be paid is as per the "**Payment Plan**" mentioned in **Schedule-U**.

**Explanation:**

- (i) The Total Price above includes the total amount of 10% (ten percent) of the Total Price, hereafter called the "**Booking Amount**", paid by the Allottee to the Developer prior to execution hereof, the receipt whereof the Developer hereby admit and acknowledge.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters 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 Promoters, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project Common Portions to the Association of 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 Allottee to the Promoter shall be increased/reduced based on such change/ modification.

*Provided further* that if there is any increase in the taxes after the expiry of the 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 Phase by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable in accordance with **Schedule-U** and the Allottee shall make payment demanded by the Developer within 15 (fifteen) days from the date of the intimation demanding payment. Where the Allottee has taken a 'home loan' for the Apartment, any delay in payment disbursement of the loan account will be the sole responsibility of the Allottee and such delay may not be held against the Promoters as a cause for the delay in making payment. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the

Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of the Said Apartment includes recovery of price of land, construction of not only the Said Apartment but also the Project Common Portions, 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, and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Said Project. The Total Price will however not include Maintenance Charge Deposit and Sinking Fund, both of which will be Rs.2.50 per Square Feet of the Super Built Up Area of the Apartment for 12 (twelve) months, and which the Purchaser will be required to pay at or before taking possession of the Said Apartment.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification, order, rule or regulation, as the case may be, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. *Provided that* if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Phase as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Phase by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee shall make the payment as per the Payment Plan set out in **Schedule-U**.

- 1.5 The Developer in its sole discretion may allow a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ \_\_\_% per annum for the period by which the respective instalment is preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision or withdrawal, once granted to an Allottee by the Developer.
- 1.6 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and the Specifications described herein at **Schedule-Q** as also the nature of the fixtures, fittings and amenities described herein at **Schedule-R**, which are in conformity with the advertisement, prospectus etc. on the basis of which this sale is effected, in respect of the Apartment without the previous written consent of the Allottee as per provisions of the Act.
- Provided that* the Promoters may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- Provided further that* if so advised by the Architects, the Promoters may make such additions and/or alterations including the Specifications in the Said Phase including in the Apartment which however should not be detrimental to the interest of the Allottee.
- 1.7 The Developer shall confirm to the Allottee the final carpet area that has been allotted to the Allottee after the construction of the Said Block is complete and the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area, then the Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet

area, which is not more than three percent of the carpet area of the Apartment allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-U**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Schedule-S** of this Agreement.

- 1.8 Subject to para 9.3 the Promoters agree and acknowledge, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment.
  - (ii) The Allottee shall also have undivided indivisible and variable pro rata share in the Block Common Portions, and the Block Common Portions. Since the share and/or interest of the Allottee in the Project Common Portions is undivided and cannot be divided or separated, the Allottee shall use the Project Common Portions along with the other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall handover the Phase Common Portions to the association of allottees after duly obtaining the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, from the competent authority as provided in the Act.
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Project Common Portions, 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, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Said Project.

- (iv) The Allottee has the right to visit the Said Project site to assess the extent of development of the Said Phase and Apartment however he will do so only with prior consent of the Developer and comply with all the safety regulations that are to be followed at construction sites.

- 1.9 It is made clear by the Promoters and the Allottee agrees that the Apartment along with the Parking Space, if any, mentioned in **Schedule-S**, shall be treated as a single indivisible unit for all purposes. The Parking Space may be provided in a different Phase and not in the Said Phase, in which case, possession of the same will be handed over only after completion of that other Phase. It is agreed that the Said Project, as of now, is an independent, self-contained one covering the Said Land and will not be part of any other project or zone nor shall form a part of and/or linked and/or combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee, nor will the Project Common Portions be made available for use and enjoyment of any others but the Allottees of the Said Project save in the manner hereafter stated.
- 1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected, if any, from the Allottee, for the payment of outgoings (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 Phase). If the Developer fails to pay all or any of the outgoings collected by it, if any, from the Allottee or any liability, mortgage loan and/or interest thereon before transferring the Apartment to the Allottee, the Developer agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.



- 1.11 The Allottee has paid the Booking Amount, being 10% (ten percent) of the Total Price, as part payment towards the Total Price of the Apartment at or before execution hereof the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remainder of the Total Price of the Apartment as prescribed in the Payment Plan as will be demanded by the Developer within the time and in the manner specified in the Payment Plan mentioned in **Schedule-U**.

*Provided that* if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules, which will be the State Bank of India Prime Lending Rate plus 2 (two) percent.

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

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c. Payee Cheques, Demand Drafts, Bankers' Cheque or online, as may be as applicable, in favour of the Developer payable at the Bank as will be mentioned in the intimation of the Developer for payments. In case any Cheque is dishonoured, besides the charges for late payment, the Allottee will also become liable to pay Rs.5000/- for each such dishonour.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments and/or modifications made thereof and all other applicable laws including without limitation those relating to payment remittance, acquisition, sale and transfer of immovable properties in India and provide the Promoters with such permissions and/or approvals which

would enable the Promoters to fulfil their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoters accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep each of the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with the necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payments or remittances on behalf of any Allottee and such third party shall not have any right in the Apartment hereby being agreed to be sold in any way and the Developer shall issue the payment receipts in favour of the Allottee only.

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

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

#### **5. TIME IS ESSENCE:**

The Promoters shall abide by the time schedule for completing the Said Phase as disclosed at the time of registration of the Said Phase with the Authority and towards handing over the Apartment to the Allottee and the Phase Common Portions to the Association of Allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, Specifications, Amenities and Facilities of the Apartment and accepted the floor plan, Payment Plan mentioned in **Schedule-U** and the Specifications mentioned in **Schedule-Q** Amenities and Facilities mentioned **Schedule-R** which has been approved by the Competent Authority, as represented by the Developer. The Developer shall develop the **Said Phase**, floor plans and Specifications, Amenities and Facilities, subject to the terms in this Agreement and the Promoters undertake 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 Sanctioning Authority and shall not have an option to make any variation, alteration and/or modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoters shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT:**

- 7.1 Schedule for possession of the said Apartment:** The Promoters agree and understand that timely delivery of possession of the Apartment to the Allottee and the Phase Common Portions to the Association of the Allottees of the Said Phase or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoters assure to handover possession of the Apartment along with ready and complete Block Common Portions with the Specifications, Amenities and Facilities thereof on the date mentioned in **Recital F** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, any statutory order, rule, notification, or order or direction of any Court or any other calamity caused by nature affecting the regular development of the real estate

project ("**Force Majeure**"). If, however, the completion of the Said Phase is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment.

*Provided that* such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Said Phase due to Force Majeure conditions, then this allotment shall stand terminated and the Developer, on behalf of all the Promoters, shall refund to the Allottee the entire amount paid by him/her to the Developer for the allotment within 45 days from that date, less the taxes, if any. For the refund of any taxes, the Allottee shall be required to apply directly to the concerned authorities. The Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against any of the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession:** The Developer, upon obtaining of the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block from the competent authority shall offer possession of the Said Apartment in writing to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block, hereafter referred to as the "**Possession Date**". Irrespective of whether the Allottee takes possession of the Apartment within the Possession Date or not, the Allottee shall be deemed to have taken possession of the Apartment on the Possession Date. If the Allottee has also purchased a Parking Space, the same may not be handed over to the Allottee along with the Apartment, but irrespective of whether the Parking Space is

handed over or not, or all parts and portions of the Phase Common Portions are completed or not, the Allottee shall be bound to take possession of the Apartment. The Allottee shall pay the requisite Stamp Duty, Registration Fee and other charges, hereafter the "**Registration Charges**", for registration of the Conveyance Deed of the Apartment within 3 (three) months from the date of issuance of the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block. The Promoters shall have the conveyance deed executed and registered in favour of the Allottee immediately after receipt of the Registration Charges. The Promoters and the Allottees shall fully cooperate with each other in this regard. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. Till such time the conveyance is registered in accordance with Clause 8(ix) hereunder, the Promoters may not hand over possession of the Apartment to the Allottee but yet the Allottee will be deemed to have taken possession on the Possession Date. The Allottee shall be bound to pay the Maintenance Charges as determined by the Developer or the Phase Association, as the case may be, on and from the Possession Date irrespective of whether it takes possession or not given possession for non-registration of the conveyance. The Developer shall handover a copy of the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Block to the Allottee at the time of conveyance of the same.

- 7.3 Failure of Allottee to take Possession of the Apartment:** Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in

para 7.2. Further, irrespective of whether the Allottee takes possession of the Apartment or not given its possession for non-registration of the conveyance, it shall be bound to pay guarding charges at the rate of Rs.1,000/- (Rupees one thousand) per month.

**7.4 Possession by the Allottee:** After obtaining the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, for the Said Phase and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoters to handover the necessary documents and plans, including common areas, to the association of the Allottees or the Competent Authority, as the case may be, as per the applicable laws.

**7.5 Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Said Phase as provided in the Act:

*Provided that* where the Allottee proposes to cancel or withdraw from the Said Phase without any fault of the Promoters, the Promoters herein are entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee, less the interests for delayed payments, taxes paid on the amounts already paid and payable on the Booking Amount, if any, shall be returned by the Developer to the Allottee within 45 (forty-five) days of such cancellation.

**7.6 Compensation:** The Promoters shall compensate the Allottee in case of any loss caused to him/her due to defective title of the Phase Land in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoters fail to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in **Recital F**; or (ii) due to discontinuance of their businesses as developers on

account of suspension or revocation of the registration under the Act, or for any other reason, in case the Allottee wishes to withdraw from the Said Phase without prejudice to any other remedy available, on demand by the Allottee the Developer shall be liable to return the total amount received by it in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due but not the taxes, if any, paid by the Allottee for the refund of which the Allottee shall have to apply directly to the concerned authority;

*Provided that* if the Allottee does not intend to withdraw from the Said Phase, the Developer, on behalf of the Promoters, shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Developer to the Allottee within 45 (forty-five) days of it becoming due.

*Provided further that* if the Said Block is complete then the Allottee will not be entitled to exercise its aforementioned right of withdrawal.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

The Promoters hereby represent and warrant to the Allottee as follows:

- 8.1 The Promoters have absolute, clear and marketable title with respect to the Phase Land; the requisite rights to carry out the development thereon and absolute, actual, physical and legal possession of the land for the Said Land;
- 8.2 The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Said Phase;
- 8.3 There are no encumbrances upon the Phase Land save the Deed of Mortgage dated 15<sup>th</sup> March, 2016, registered with the Registrar of Assurances, Kolkata being Deed No.02309 for the Year 2016 in favour of State Bank of India, Bhawanipore Branch for the construction loan obtained for the Said Project.

- 8.4 There is a litigations pending before the Court of the Ld. 6th Judge (Junior Division) at Alipore, District South 24 Parganas being T.S. No. 109 of 2015 (Entaz Ali Sardar Vs. Landis Gyar Ltd. & Ors.) with respect to Dag Nos. 11 & 13 within Daulatpur Mouza and Dag No.13 is covered under the Said Phase.
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Said Phase, the Phase Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Phase, Said Land, the Said Block and the Apartment and the common areas;
- 8.6 The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- 8.7 The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Said Land including the Said Phase and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- 8.8 The Promoters confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the conveyance deed, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of allottees or the Competent Authority, as the case may be;
- 8.10 The Said Land is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;



- 8.11 The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Phase to the Competent Authorities till the occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, is issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be;
- 8.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon any of the Promoters in respect of the Said Land and/or the Said Phase.

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

- 9.1 Subject to the Force Majeure Clause, the Promoters shall be considered under a condition of default, in the following events:
- (i) The Promoters fail to provide ready to move in possession of the Apartment to the Allottee within the time period mentioned in Recital F above or fails to complete the Said Phase within the stipulated time disclosed at the time of registering it with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, has been issued by the Competent Authority;

- (ii) Discontinuance of the Promoters' business as developers on account of suspension or revocation of their registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

- (i) Stop making further payments to the Developer as demanded by it. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice;

*Provided that* where an Allottee does not intend to withdraw from the Said Project or terminate the Agreement, he/she shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Developer as per the Payment Plan mentioned in Schedule-U despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 90 days from the date of the notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting the Booking Amount, less the interests for delayed payments, taxes paid on the amounts paid to the Developer and/or taxes payable on the Booking Amount, if any, and this Agreement shall thereupon stand terminated *provided that* the Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. For the refund of taxes, if any, the Allottee shall have to apply directly to the concerned authorities.

**10. CONVEYANCE OF THE SAID APARTMENT:**

On receipt of the entire amount of the Total Price mentioned in **Schedule-T**, the Promoters shall execute a conveyance deed and convey the title of the Said Apartment together with proportionate indivisible share in the Phase Common Portions within 3 (three) months from the date of issuance of occupancy certificate, the completion certificate, the partial occupancy certificate or the partial completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the Stamp Duty, the Registration Fee and the other charges for registration within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in his/her favour till payment of the Registration Charges mentioned in Clause 7.2 to the Developer is made by the Allottee and not hand over possession of the Apartment to the Allottee. In the event the Common Portions have to be transferred by a separate deed, the Allottee shall bear and pay the pro-rata cost of Registrations Charges that will be required to be incurred for such deed.

**11. MAINTENANCE OF THE SAID BLOCK, THE APARTMENT, THE SAID PHASE AND THE COMPLEX:**

The Developer shall manage and maintain the Block Common Portion and the Phase Common Portions till the Phase Association of the Said Phase, as mention in Article 7 of **Schedule-J**, is formed. After its formation, the Developer shall hand over the management and maintenance of the Block Common Portion and the Phase Common Portions to the Phase Association of the Said Phase. The Purchaser shall pay charges for management and maintenance, hereafter the "**Maintenance Charge**", from the date of the Possession Date as mention in Clause 7.2. The rate of the Maintenance Charge at any given point of time will be fixed on the then prevailing market prices, costs and/or rates. The Maintenance Charge and all other charges that the Purchaser will be required to pay will be calculated on the Super Built-Up Area of the Unit of the Purchaser mentioned in **Schedule-S**. In case the Purchaser defaults in making any payment to the Developer, Phase Association or the Complex Association, as the case may be, within the time stipulated to make such payment, hereafter referred to as the "**Default Amount**", the Developer, Phase Association or the Complex Association, as the case may be, shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser till the entire Default Amount is paid. The Developer, Phase Association or the Complex Association, as the case may be, shall further be entitled to charge interest on the Default Amount or unpaid part or portion, @ 2% (Two per cent) per month, compoundable monthly, till the entirety of the Default Amount including the interests thereon, damages suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per this Agreement relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty)

days, and in the event of the Promoters' failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act *provided* however, the Promoters shall not be held liable for any defects or responsible for any rectifications in the circumstances and/or instances detailed in **Schedule-N**.

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

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

**14. USAGE:**

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

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

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Block, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound

which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Block is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Said Block or anywhere on the exterior of any other Blocks within the Said Project or anywhere whatsoever within the Phase Common Portions. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any changes in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Said Block. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. Besides these, the Allottee shall also abide by the Covenants mentioned in **Schedule-O** subject to the Easements mentioned **Schedule-P**.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of the Allottees and/or the Maintenance Agency appointed by the Association of the Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**17. FURTHER CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up further structure(s) anywhere in the Said Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority and disclosed, except for as provided in the Act *provided however* subject to the approval of the concerned authorities and sanction of the Competent Authority:

- 17.1 The Promoters may construct other Blocks or raise further floors to all or any of the Blocks shown in the lay out plan.
- 17.2 In the event the Promoters or any of them buys any land adjacent to the Said Land or enters into any development arrangement with the owners of any land adjacent to the Said Land such lands, hereafter referred to as the "**Other Further Lands**", may be added to the Said Project having the right of ingress to and egress from over such portions of the Said Land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the Said Project.
- 17.3 The Project Common Portions within the Said Project, including the Club, and those within the Other Further Lands, will be deemed to be the Project Common Portions of the Said Complex.

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

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

**19. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the Said Phase in its entirety is in accordance with the applicable laws of West Bengal and the Promoters

are executing the Said Phase in compliance with the laws and/or regulations as applicable in this State.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan mentioned in **Schedule-U** within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Registrar, that is, either the A.D.S.R. Alipure or the A.R.A., Kolkata as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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



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

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

**24. ASSIGNMENT OF AGREEMENT TO SALE:**

The Allottee may assign this Agreement any time before the registration of the Deed of Conveyance subject to the following conditions;

- 24.1 The assignment will not be before expiry of one year from the date of this Agreement;
- 24.2 An 'assignment fee' equivalent to Rs. 1 % (One percent) of the Total Price together with applicable taxes if any payable, has been paid to the Promoter;
- 24.3 All amounts agreed to be payable by the Allottee intending to assign this Agreement has already been paid to the Developer;

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

- 25.1 The Promoters may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan mentioned in Schedule-U including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoters in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Allottees.

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

**26. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with the other Allottees of the Said Block, Said Phase or the Said Project, as the case may be, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Said Block, the Said Phase or the Said Project, as the case may be.

**28. 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.

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoters through their authorized signatories at the Office of the Developer, or at such other place, which may be mutually agreed between the Promoters and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution of the Agreement shall be registered at the office of the concerned Registrar of the A.D.S.R. Alipur or the A.R.A., Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses mentioned above in this Agreement. It shall be the duty of the Allottee and the Promoters to inform each other of any change in their respective address mentioned herein subsequent to the execution of this Agreement by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be. A notice to the Promoters by the Allottee if served upon the Developer will be deemed to have been served on all the Promoters.

**31. JOINT ALLOTTEES:**

In case of Joint Allottees, they have been referred to herein in singular number and all communications shall be sent by the Promoters to the Allottee whose name is appearing first in this Agreement and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.

**32. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Apartment prior to the execution and registration of this Agreement for Sale for such Apartment shall not be

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

### **33. GOVERNING LAW:**

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.

### **34. DISPUTE RESOLUTION:**

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

#### **Schedule-A [Devolution of Title]**

1. The First Owners amongst themselves own the plots of land more fully described in **Schedule-B**, shaded '**RED**' in the annexed **Plan-A** and hereafter referred to as the "**First Land**".
2. The First Owner Nos. 1 to 14 and the Developer amongst themselves own the land more fully described in **Schedule-C** hereunder written, shaded '**YELLOW**' in the annexed **Plan-A** and hereafter referred to as the "**Connecting Land**". The Connecting Land connects the First Land to the main road.
3. By an Agreement dated 7<sup>th</sup> January, 2015, hereafter referred to as the "**First Development Agreement**", registered with the ARA-I, Kolkata in Book No.I, CD Volume No.10, Pages from 882 to 920, Being No. 03631 for the year 2015, the First Owners had appointed the Developer to develop the First Land, inter alia, on the following terms:
  - 3.1 The Developer would develop the First Land at its own costs and expenses, hereafter referred to as the "**Original Project**".

- 3.2 No construction will be made over the Connecting Land, except for gates and rooms for the persons who will be guarding the gate, and it is to be used only for ingress to and egress from the Original Project, hereafter referred to as the "**Connecting Area Easement Right**".
- 3.3 The Developer will sell all the areas that can be transferred as exclusively usable, heritable and transferable immovable properties, hereafter referred to as the "**First Land Saleable Areas**", within the Original Project and collect all the proceeds from selling these, hereafter referred to as the "**First Land Sale Proceeds**", from the acquirers of the Original Area Saleable Areas, hereafter called the "**First Land Purchasers**".
- 3.4 In the event any of the First Owners or the Developer purchase any lands contiguous and/or adjacent to the First Land or, if any of them enter into any development arrangement for any lands contiguous and/or adjacent to the First Land, hereafter referred to as the "**Further Land**", besides the Connecting Area Easement Right, right of ingress and egress over the First Land, hereafter referred to as the "**Easement Rights of the Further Land**", will also be extended for the developmental works at the Further Land as also to the purchasers of the areas that will be transferred as exclusively usable, heritable and transferable immovable properties within the Further Land, hereafter referred to as the "**Further Land Purchasers**".
- 3.5 The developmental works over the Further Lands would be deemed to a part of the Original Project, and all such developmental works will be deemed to be part and parcel of a single project, being the "**Said Project**".
4. By a Power of Attorney dated 7<sup>th</sup> January, 2015, hereafter referred to as the "**First Owners' POA**", registered with the A.R.A.-III, in Book No. IV, CD Volume No 6, Pages 3668 to 3700, Being No. 02442 for the year 2015, the First Owners had granted the Developer the necessary powers required for executing the Original Project.
5. The Second Owners amongst themselves were initially the owners of the plots of lands more fully described in **Schedule-D** hereunder written, shaded '**LIGHT BLUE**' in the annexed **Plan-A** and hereafter referred to as the "**Second Land**".
6. The Second Owners were in the know of the First Development Agreement and the Original Project, especially that in the event they appointed the Developer to develop the Second Land, the same would be added to the Original Project and become part and parcel of the Said Project. In contemplation of awarding the developmental rights of the Second Land to the Developer and to aid the constructional works of the Said Project:
  - 6.1 By a Memorandum of Agreement dated 14<sup>th</sup>/18<sup>th</sup> July, 2017, registered

with the A.D.S.R. Bishnupur in Book No. I, Volume No.1613-2017, Pages from 72811 to 72848, being No. 161303787 for the year 2017, hereafter referred to as the "**BSNL Arrangement**", the Second Owner Nos. 94, 95 and 96, inter alia, had jointly handed over to the Bharat Sanchar Nigam Limited, hereafter called "**BSNL**", free of cost the plot of land more fully described in **Schedule-E** and shaded '**ORANGE**' in the annexed **Plan-A** and hereafter referred to as the "**BSNL Land**", owned by them for obtaining the 'no objection certificate' to construct buildings up to the height of 80 (eighty) Metres, inter alia, within the First Land and the Second Land, where the Developer at its cost would construct a tower and a room with attached toilet. BSNL had to be also given the right of way from the public main road to the BSNL Land, again without any cost, inter alia, for ingress and ingress thereto and for laying of various cables, lines and wires to the BSNL Land.

- 6.2 By a gift dated 30<sup>th</sup> July, 2018, registered with the A.R.A.-I, in Book No. I, Volume No. 1901-2018, Pages 257513 to 257561, being No. 190106187 for the year 2018 the Second Owner Nos. 97, 98 and 99 had jointly gifted to M/s West Bengal State Electricity Distribution Company Limited, hereafter called as "**WBSEDCL**", out of the Second Land the plot of land more fully described in **Schedule-F** and shaded '**PINK**' in the annexed **Plan-A** and hereafter referred to as the "**WBSEDCL Land**", to ensure supply of electric power, inter alia, to the First Land and the Second Land.
7. By an Agreement dated 10<sup>th</sup> October, 2018 hereafter referred to as the "**Second Development Agreement**", registered with the Additional Registrar of Assurances -I, Kolkata in Book No. I, CD Volume No. 1901- 2018, Pages from 330635 to 330808, Being No. 190108008 for the year 2018, the Second Owners, with the confirmation of the First Owners, appointed the Developer to develop the Second Land, save the BSNL Land and the WBSEDCL Land, which plot of land is more fully described in **Schedule-G** and shaded '**LIGHT BLUE**' in the annexed **Plan-A** and hereafter referred to as the "**Second Owners' Developable Land**", inter alia, on the following terms:
  - 7.1 Though the Developer would develop the Second Owners' Developable Land at its own costs and expenses for the Second Owners, hereafter referred to as the "**Second Project**", the Second Project however will be a part and parcel of the Said Project having the same common areas and facilities, hereafter the "**Project Common Portions**".
  - 7.2 The Developer will sell all the areas that can be transferred as exclusively usable, heritable and transferable immovable properties, hereafter referred to as the "**Second Land Saleable Areas**", within the Second Project and collect all the proceeds from selling these, hereafter referred

to as the "**Second Land Sale Proceeds**", from the acquirers of the Second Land Saleable Areas, hereafter called the "**Second Project Purchasers**".

- 7.3 In the event any of the Second Owners or the Developer purchased any lands contiguous and/or adjacent to the Second Owners' Developable Land or, if any of them entered into any development arrangement for any lands contiguous and/or adjacent thereto, hereafter referred to as the "**Second Further Land**", besides the Easement Rights of the Further Lands mentioned in the First Development Agreement, easement rights over the common areas of the Second Further Land would also be extended to all the acquirers of the areas that can be transferred as exclusively usable, heritable and transferable immovable properties within the Second Further Land.
- 7.4 The developmental works over the Second Further Lands would be also be deemed to be a part and parcel of the Said Project.
- 7.5 Although the Developer will include the 7.5 Meter wide passage more fully described in **Schedule-H** and shaded '**GREY**' in the annexed **Plan-A**, hereafter referred to as the "**Exclusive Passage**", in the Said Project and utilise its area to avail F.A.R. but to ensure that the covenants of the Second Owner Nos. 94, 95 and 96 contained in the BSNL Arrangement is adhered to at all times, no construction will be made thereon, the same will not be included within the 'Common Areas' of the Said Project though however all Purchasers of Saleable Areas within the Said Project as also those within the Second Further Land, if any, will have the right of way for ingress and egress with men, servants and agents with vehicles over the same along with BSNL.
8. By a Power of Attorney dated 31<sup>st</sup> October,2018 hereafter referred to as the "**Second Owners' POA**", registered with the Additional Registrar of Assurances -III, Kolkata , in Book No. IV, Volume No 1903-2018, Pages 196579 to 196620, Being No. 190306876 for the year 2018, the Second Owners have granted the developer the necessary powers required for developing the Second Owners' Developable Land in the manner as stated above.

#### **Schedule-B** **[First Land]**

**ALL THAT** the piece or parcel of Sali Land *TOGETHER WITH* all the rights, liberties, easements, privileges, advantages and appurtenances thereto containing an area of 932 Decimals (9 Acres and 32 Decimals), be the same a little more or less, comprised in several R.S. Dag Nos. and R.S. Khatian Nos. mentioned below in **Mouza Daulatpur**, P.S. Bishnupur, P.O. Joka, currently recorded in L.R. Khatian Nos. 3028, 3029, 3065, 3051, 3025, 3035, 3067, 3094, 3036, 3034, 3039, 3070,3023,3081,3038, 3033, 3042, 3044, 3020, 3043, 3037,

3031, 3030, 3032, 3048, 3064, 3019,3021, 3092, 3026, 3060, 3082, 3050, 3087, 3024, 3093, 3089, 3056, 3083, 3084, 4111, 3047, 3045, 3052, 3046, 3091, 3049, 3090, 3053, 3054, 3055, 3063, 3057, 3058, 3085, 3059, 3086, 3062, 3040, 3088, 3041, 3061, 3075, 3078, 3077, 3080, 3068, 3069, 3073, 3072, 3079, 3074, 3076, 3066, 3071, 3027 (previous L.R. Khatian No.2323 and before this 2231), J.L. No. 79, R.S. No. 341, Touzi Nos. 1299, 1774 and 1775, P.S. Bishnupur, under Kulerdari Gram Panchayat, District South 24 Parganas comprised in:-

<b>R.S. and L.R. Dag No.</b>	<b>R.S. Khatian No.</b>	<b>Total Land (in Acres)</b>
12 (part)	134 (part)	0.06
13 (part)	466, 467 & 285 (part)	1.75
18 (part)	571 (part)	0.09
19 (part)	363 (part)	0.12
21 (part)	439 & 239 (part)	0.23
24 (part)	439 & 239 (part)	0.67
25	470, 318, 468, 472, 467	2.72
26	96	1.48
56 (part)	134 (part)	0.75
55 (part)	268 (part)	1.45
		<b>9.32</b>

TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**RED**' thereon.

**Schedule-C**  
**[Connecting Land]**

**ALL THAT** the piece or parcel of Sali Land containing an area of 20 Decimals, be the same a little more or less, comprised in R.S. Dag No. 506 (part), corresponding to L.R. Dag No. 709 and R.S. Khatian Nos. 581, 582, 583 (Part), L.R. Khatian No1682 (previously L.R. Khatian No.721) J.L. No. 23, R.S. No. 36, Touzi Nos. 3, 4 and 5, in **Mouza Hanspukuria**, P.S. Thakurpukur, P.O. Joka, District South 24 Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the Plan annexed hereto and shaded '**YELLOW**' thereon.

**Schedule-D**  
**[Second Land]**

**PART-I**  
**[The Daulatpur Mouza Land]**

**ALL THAT** the piece or parcel of land containing an area of **9.64 Acres** (964 Decimals), be the same a little more or less, comprised in several R.S.& L.R. Dag Nos. and Khatian Nos. mentioned below, in **Mouza Daulatpur**, J.L. No. 79, R.S.



No. 341, Touzi Nos. 1299, 1774 and 1775, P.S. Bishnupur, under Gram Panchayat Kulerdari, District South 24 Parganas:-

<b>R.S. &amp; L.R. Dag Nos.</b>	<b>R.S. Khatian Nos.</b>	<b>Previous L.R. Khatian Nos.</b>	<b>Nature of Land</b>	<b>Total Land (in Acres)</b>
11	285	2381	Doba	0.11
12 (part)	134 (part)	2381	Sali	0.67
13 (part)	466, 467, 470 & 285 (part)	2381	Sali	0.70
16	425	2381	Sali	0.57
17	358	2381	Sali	0.67
18 (part)	571 (part)	2381	Sali	0.31
19 (part)	363 (part)	2381	Sali	0.10
51	123	2381	Sali	0.33
52	112	2381	Danga	0.05
53	112	2381	Doba	0.06
54	122	2381	Sali	0.08
55 (part)	268 (part)	2381	Sali	0.67
56 (part)	134 (part)	2381	Sali	0.08
57	301	2381	Sali	0.62
58	479	2381	Sali	0.70
67(part)	126 (part)	2381	Sali	0.33
87	286, 279	2381	Sali	0.64
88	550	2381	Sali	0.66
89	580	2381	Sali	0.71
96	174, 508, 507	2381	Sali	0.75
98	192	2381	Sali	0.73
99	146	2381	Danga	0.10
			<b>Total:</b>	<b>9.64</b>

TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto as shown in the map or plan annexed hereto and shaded '**LIGHT BLUE**' thereon.

**The above land is recorded in the names of the current owners in the following L.R. Khatian Nos.:**

<b>Sl No</b>	<b>Name of The Owner</b>	<b>Dag No</b>	<b>Khatian No.</b>
1	Dasvani Residency Private Limited	57, 58, 55	4383
2	Fence Promoters Private Limited	57, 58, 55	4382
3	Honeybee Devcon Private Limited	57, 58, 55	4384
4	Octal Complex Private Limited	57, 58, 55	4370
5	Sudama Complex Private Limited	57, 58, 55	4371
6	Lazerjet Complex Private Limited	57, 58, 55	4377
7	Kalyankari Niwas Private Limited	57, 58, 55	4378
8	Flyhigh Complex Private Limited	57, 58, 55	4372
9	Shrawan Hirise Private Limited	57, 58, 55	4379
10	Handshake Conclave Private Limited	57, 58, 55	4381

11	Streedom Real Estate Private Ltd.	57, 58, 55	4375
12	Montec Nirman Private Limited	57, 58, 55	4386
13	Rudresh Realtors Private Limited	57, 58, 55	4376
14	Serikos Enclave Private Limited	57, 58, 55	4388
15	Tripack Construction Private Limited	57, 58, 55	4389
16	Treeline Construction Private Limited	57, 58, 55	4374
17	Cyديو Developers Private Limited	57, 58, 55	4387
18	Navyog Developers Private Limited	57, 58, 55	4373
19	Polpit Real Estate Private Limited	57, 58, 55	4385
20	Revoke Nirman Private Limited	57, 58, 55	4380
21	Coactive Construction Private Ltd.	87, 96, 98, 99	4367
22	Utzsho Housing Development (P) Ltd.	87, 96, 98, 99	4365
23	Jazz Realtors Private Limited	87, 96, 98, 99	4366
24	Bellview Niwas Private Limited	87, 96, 98, 99	4364
25	Seventh Sky Complex Private Limited	87, 96, 98, 99	4342
26	Nightangels Complex Private Limited	87, 96, 98, 99	4341
27	Dies Devcon Private Limited	87, 96, 98, 99	4335
28	Nettles Devcon Private Limited	53, 87, 96, 98, 99	4467
29	Bhumi Complex Private Limited	87, 96, 98, 99	4464
30	Uniworth Complex Private Limited	11, 87, 96, 98, 99	4465
31	Bluesky Niketan Private Limited	53, 87, 96, 98, 99	4466
32	Allworth Complex Private Limited	11, 87, 96, 98, 99	4468
33	Gameplan Tower Private Limited	87, 96, 98, 99	4402
34	Sulochna Towers Private Limited	87, 96, 98, 99	4403
35	Drishti Niwas Private Limited	87, 96, 98, 99	4401
36	Jupiter Reality Private Limited	87, 96, 98, 99	4394
37	Circular Niwas Private Limited	87, 96, 98, 99	4397
38	Sandman Realcon Private Limited	87, 96, 98, 99	4398
39	Accro Developers Private Limited	87, 96, 98, 99	4393
40	Yellowline Infrastructure (P) Ltd.	87, 96, 98, 99	4399
41	Lemongrass Realtors Private Limited	87, 96, 98, 99	4400
42	Youngest Realcon Private Limited	87,96,98,99	4392
43	Livehigh Towers Private Limited	11,87,96,98,99	4404
44	Navybeans Conclave Private Limited	12, 13, 18, 19, 56, 88, 89	4344
45	Skybeans Complex Private Limited	12, 13, 18, 19, 56, 88, 89	4343
46	Browline Estates Private Limited	12, 13, 18, 19, 56, 88, 89	4469
47	Greenlong Developers Private Limited	12, 13, 18, 19, 56, 88, 89	4405
48	AbstarInfracon Private Limited	12,13,18,19,56,88,89	4470

49	Fitina Realtors Private Limited	12,13,18,19,56,88,89	4421
50	Drove Projects Private Limited	12,13,18,19,56,88,89	4417
51	Windstrom Realtors Private Limited	12,13,18,19,56,88,89	4418
52	Subhpah Projects Private Limited	12,13,18,19,56,88,89	4356
53	Overween Estates Private Limited	12,13,18,19,56,88,89	4360
54	GreenwallInfracon Private Limited	12,13,18,19,56,88,89	4358
55	Shivpam Realtors Private Limited	12,13,18,19,56,88,89	4357
56	Wellpan Properties Private Limited	12,13,18,19,56,88,89	4348
57	Sunlike Developers Private Limited	12,13,18,19,56,88,89	4355
58	VinicabInfracprojects Private Limited	12,13,18,19,56,88,89	4359
59	Shivpariwar Enclave Private Limited	12,13,18,19,56,88,89	4363
60	Motihari Real Estates Private Limited	12,13,18,19,56,88,89	4362
61	Bisque Constructions Private Limited	12,13,18,19,56,88,89	4361
62	SwarnyugHirise Private Limited	12,13,18,19,56,88,89	4419
63	Dwarkapati Residency Private Limited	12,13,18,19,56,88,89	4420
64	Ayush Finvest Pvt Ltd	12,13,18,19,56,88,89	4471
65	Brajbihari Complex Private Limited	12,13,18,19,56,88,89	4416
66	Vighnraja Complex Private Limited	12,13,18,19,56,88,89	4415
67	Firebrick Complex Private Limited	12,13,18,19,56,88,89	4407
68	Burlywood Construction Private Limited	12,13,18,19,56,88,89	4408
69	Lightcoral Complex Private Limited	12,13,18,19,56,88,89	4409
70	Mistyrose Construction Private Limited	12,13,18,19,56,88,89	4410
71	Thistle Complex Private Limited	12,13,18,19,56,88,89	4411
72	Elderberry Construction Private Limited	12,13,18,19,56,88,89	4406
73	Clementine Construction Private Limited	12,13,18,19,56,88,89	4472
74	Avocado Construction Private Limited	12,13,18,19,56,88,89	4412
75	Bufflehead Towers Private Limited	12,13,18,19,56,88,89	4413
76	Nectarine Complex Private Limited	12,13,18,19,56,88,89	4414
77	Glasseye Developers Private Limited	51,52,54,67	4340
78	Jyotshnadip Realty Private Limited	51,52,54,67	4336
79	Subinay Infrastructure Private Limited	51,52,54,67	4338
80	Triwave Developers Private Limited	51,52,54,67	4339
81	Superwell Real Estates Private Limited	51,52,54,67	4347
82	Mahalon Construction Private Limited	51,52,54,67	4346
83	Panchlok Realtors Private Limited	51,52,54,67	4337
84	Trinabh Infrastructure Private Limited	51,52,54,67	4345
85	Lossen Realty Private Limited	16,17	4519
86	Winterland Properties Private Limited	16,17	4513

87	Wellpan Infracon Private Limited	16,17	4514
88	Mishan Infraproperties Private Limited	16,17	4520
89	Quatre Realcon Private Limited	16,17	4512
90	Ekonkar Enclave Private Limited	16,17	4517
91	Kesuri Realty Private Limited	16,17	4516
92	Passim Nirman Private Limited	16,17	4522
93	Prevail Infracon Private Limited	16,17	4523
94	Onetouch Realcon Private Limited	16,17	4521
95	Indonep Developers Private Limited	16,17	4518
96	Holemart Properties Private Limited	16,17	4515
97	Gurunam Realtors Private Limited	16,17	4527

**PART-II**  
**[The Hanspukuria Mouza Land]**

**ALL THAT** the piece or parcel of 'Sali' land containing an area of **25 Decimals**, be the same a little more or less, in R.S. Dag No. 506 (part) corresponding to L.R. Dag No. 709, recorded in R.S. Khatian Nos. 1734 currently recorded in L.R. Khatian No.8955, 8956 & 8971 in **Mouza Hanspukuria**, J.L. No. 120 (*previously 20 and before that 23*), R.S. No. 36, Touzi Nos. 3, 4 and 5, P.S. Haridevpur (previously Thakurpukur), District South 24-Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto

Sl No.	Name of The Owner	Dag No.	Khatian No.
1	DTC Intertrade Private Limited	709	8955
2	DTC Minerals Private Limited	709	8956
3	Salmon Residency Private Limited	709	8971

**Schedule-E**  
**[The BSNL Land]**

**ALL THAT** piece and parcel of the land measuring about **11 Decimals** in R.S. & L.R. Dag No.11 recorded in L.R. Khatian No.4404,4465 & 4468 (Previous L.R. Khatian No.4368 & before that 2381) in Mouza-Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Schedule-F**  
**[The WBSEDCL Land]**

**ALL THAT** piece and parcel of land measuring about **15.75 Decimals** in R.S. & L.R. Dag Nos. 16 & 17, recorded in L.R. Khatian Nos. 4516, 4520 & 4527, (Previous L.R. Khatian No. 2381) in Mouza–Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Schedule-G**  
**[Second Owners' Developable Land]**

**ALL THAT** the piece or parcel of land containing an area of about **9.6225 Acres (962.25 Decimals)** out of which about 9.3725 Acres (937.25 Decimals) is in Daulatpur Mauza, detailed in **Part-I** hereunder written and about 25 Decimals is in Hanspukuria Mouza detailed in **Part-II** hereunder written.

**Part-I**  
**[Daulatpur Mouza]**

**ALL THAT** piece and parcel of land measuring about 9.3725 Acres (937.25 Decimals) in R.S. & L.R. Dag Nos. 12,13,16,17,18,19, 51,52,53,54,55,56,57, 58,67,87,88,89,96,98,99, recorded in L.R. Khatian Nos.4383, 4382,4384, 4370,4371,4377,4378, 4372, 4379,4381, 4375,4386, 4376,4388,4389, 4374, 4387,4373, 4385, 4380, 4367,4365, 4366,4364, 4342, 4341,4335, 4467,4464,4465, 4466,4468,4402,4403,4401,4394, 4397,4398, 4393,4399, 4400,4392,4404,4344,4343,4469,4405,4470,4421,4417,4418,4356,4360, 4358, 4357,4348,4355,4359,4363,4362,4361,4419,4420,4471,4416,4415,4407, 4408, 4409,4410,4411,4406,4472,4412,4413,4414,4340,4336,4338,4339,4347, 4346, 4337,4345,4368,4519,4513,4514,4520,4512,4517,4516,4522,4523,4521, 4518, 4515, 4527, in Mouza–Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Part-II**  
**[Hanspukuria Mouza]**

**ALL THAT** the piece or parcel of 'Sali' land containing an area of **25 Decimals**, be the same a little more or less, in R.S. Dag No. 506 (part) corresponding to L.R. Dag No. 709, recorded in R.S. Khatian Nos. 1734 and currently recorded in L.R. Khatian No. 8955, 8956 & 8971 in **Mouza Hanspukuria**, J.L. No. 120 (*previously 20 and before that 23*), R.S. No. 36, Touzi Nos. 3, 4 and 5, P.S. Haridevpur (previously Thakurpukur), P.O. Joka, District South 24-Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenances thereto.

**Schedule-H**  
**[The Exclusive Passage]**

**ALL THAT** piece and parcel of land measuring about **134.89** Decimals out of which about 109.89 Decimals in L.R. & R.S. Dag Nos. 19, 18, 13, 12, 11, 89, 96, 98 & 99 recorded in L.R. Khatian Nos. 4367, 4365, 4366, 4364, 4342, 4341, 4335, 4467, 4464, 4465, 4466, 4468,4402, 4403,4401, 4394, 4397, 4398,4393,4399,4400,4392,4404,4344,4343,4469,4405,4470,4421,4417,4418, 435,4360,4358,4357,4348,4355,4359,4363,4362,4361,4419,4420,4471,4416,4415,4407,4408,4409,4410,4411,4406,4472,4412,4413,4414 and 4368 in **Mouza-Daulatpur**, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, within J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, and area of 25 Decimals, be the same a little more or less, in R.S. Dag No. 506 (part) corresponding to L.R. Dag No. 709, recorded in R.S. Khatian Nos. 1734 currently recorded in L.R. Khatian No.8955, 8956 & 8971 in **Mouza Hanspukuria**, J.L. No. 120 (*previously 20 and before that 23*), R.S. No. 36, Touzi Nos. 3, 4 and 5, P.S. Haridevpur (previously Thakurpukur), District South 24-Parganas TOGETHER WITH all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Schedule-I**  
**[Said Land]**

**Collectively:** the **First land** described in **Schedule B**; the **Second Owners Developable Land** described in **Schedule G** and the piece or parcel of land containing an area of about **18.9425 Acres (1894.25 Decimals)** in Daulatpur Mauza, and about **45 Decimals** is in Hanspukuria Mouza comprised in various Dag nos. and Khaitan Nos. as mentioned in the said Schedule as shown in the plan annexed hereto and shaded in '**RED**' and '**LIGHT BLUE**' respectively.

**Schedule-J**  
**[Manner of Execution of the Said Project]**

1. It will be a gated complex named "**DTC Southern Heights**", hereafter referred to as the "**Said Complex**". A hoarding with the words "**DTC Southern Heights**" and a Logo of the Developer may be affixed within the Said Complex at a place to be decided by the Developer.
2. The Said Complex will comprise of residential, commercial and/or residential-cum-commercial buildings, hereafter referred to as the "**Blocks**".
3. Each Block will consist of separate and self-contained enclosed spaces, hereafter called the "**Units**", to be used for residential or commercial purposes.
4. Certain portions of each Phase will be earmarked for the common use and enjoyment of the Unit owners and occupiers of that Phase, hereafter the

**"Phase Common Portions"**. However, the Unit owners and occupiers of all the Phases will be entitled to use and enjoy the Phase Common Portions of all the other Phases so that upon completion of the entirety of the Said Complex, the Phase Common Portions of all the Phases will together become the Project Common Portions.

5. Each of the Blocks will have its common areas, amenities and facilities, hereafter referred to as the **"Block Common Portions"**, which will be for exclusive use and enjoyment of the occupiers of that Block.
6. There will be a Club in the Said Complex for the recreational activities only for the owners and occupiers of the Units which will be a part of the Project Common Portions. The Developer will initially manage the Club by itself or through its nominee or nominees and will handed it over to the Complex Association upon its formation. All the purchasers of Units of the Complex will be members of the Club. The Allottee may request for additional membership to the Club for the occupant in its Apartment, which may be permitted by the Developer or the Complex Association upon its formation, on such terms and conditions as the Developer or the Complex Association, as the case may be, may deem fit and proper, which will, inter alia, be as under:
  - (a) If the Allottee is a Body Corporate or a Partnership firm or a HUF or any other Association of Persons, it will be required to nominate the occupier of the Unit as the member of the Club.
  - (b) If the members bring guests to use the Club facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the Club.
  - (c) Some of the facilities at the Club shall be available to the members, subject to payment of the Monthly Subscriptions, while other facilities will be available on "pay by use" basis over and above the Monthly Subscription.
  - (d) Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members including Additional Members.
  - (e) The entire Club or all its facilities may not be ready or operational for use at the time the possession of the Apartment of the Allottee will be handed over to it but as soon as any of the Club facilities becomes operational, use thereof shall immediately be made available to the Allottee.
  - (f) If the Allottee transfers its Apartment, the membership of the Club will automatically stand transferred to its transferee and the membership of the transferor and its Additional Members, if any, will automatically stand cancelled.

7. After completion of each Phase, an association of the purchasers of the Units of that Phase will be formed, hereafter called the "**Phase Associations**". All Unit owners of a Phase shall compulsorily become members of that Phase Association. Till formation of the Phase Association of any particular Phase, the Promoter shall manage and maintain the Phase Common Portions of that Phase and upon formation of its Phase Association, the Promoter shall handover the management and maintenance of that Phase to its Phase Association. Upon completion of all the Phases, all the Phase Associations will form one single association, hereafter called the "**Complex Association**", who will then manage and maintain the Project Common Portions.
8. The Connecting Land will be used only for ingress to and egress from the Said Complex having the bare minimum constructions like the gate at the entrance from the Diamond Harbour Road and the guard room for the security personnel manning that gate
9. Places for parking of cars and two wheelers, hereafter referred to as the "**Parking Spaces**", will be provided within the Said Project, which will be covered, open and mechanised as be sanctioned
10. The Developer will decide which portion of the Said Project is to be developed within which Phase, and each of such Phases will be deemed to be a separate real estate project within the meaning of the Rule.

**Schedule-K**  
**[Said Phase Land]**

**ALL THAT** piece and parcel of land measuring about 1.69 Acres (169.9 Decimals) in R.S. & L.R. Dag Nos. 25, 26 & 55 recorded in R.S/L.R. Khatian Nos. 3019 to 3021, 3023 to 3094, 4111 & 4370- 4389 in Mouza-Daulatpur, J.L. No.79, R.S. No.341, Touzi Nos.1299, 1774 and 1775, P.S. Bishnupur, P.O. Joka, under Kulerdari Gram Panchayat, District: South 24 Parganas together with all the rights, liberties, easements, privileges, advantages and appurtenance thereto.

**Schedule-L**  
**[Phase Common Portions]**

**Upon completion of the Said Project, the Complex Common Portions will, inter alia, have the following:**

- 1) Club,
- 2) Sewerage Treatment Plant,
- 3) Water filter Plant,
- 4) Roads, installations, signage and security arrangements,
- 5) The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes from the same to the Blocks,



- 6) Fire Fighting and protection system,
- 7) Playing area for children,
- 8) Fences, hedges boundary walls and main gate of the Complex,
- 9) The air conditioned banquet cum community hall,
- 10) Generator, office, store room, space to be used by the Developer/FMC/Association, Ramps, driveway except the car parking spaces,
- 11) Any park and any other facility and or amenity to be used in common in or about the Complex.
- 12) Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the Blocks.

**Schedule-M**  
**[Block Common Portions]**

- 1) The Entrance Lobby and the lobbies on each of its floors and the staircase from the ground floor upto the terrace,
- 2) Ultimate roof of the Block,
- 3) Elevators in each Block,
- 4) System for telephone & Intercom,
- 5) Overhead water tank and distribution pipes from overhead water tank to the different Units and from the reservoir to the overhead tank,
- 6) Electrical wiring and fittings and fixtures for lighting the staircase lobby, the common areas for operating the lift, the water pump and motor, and from the ground floor to all the Units and the main switch, Air Circuit Breaker, Meters, Sub-Meters and other fittings, transformer and the electrical.

**Schedule-N**  
**[Defects for which the Promoters will not be Liable]**

1. The Promoters will not be liable to rectify any defect in the Said Apartment or the Said Block in the following instances:
  - 1.1 If the Allottee makes any changes, modifications and/or alteration in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.
  - 1.2 If the Allottee makes any changes, modifications and/or alteration in the electrical lines then any defect in the electrical lines that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to concealed electrical wiring during interior work.

- 1.3 If the Allottee makes any changes, modifications and/or alterations to any of the doors, their fittings, and/or other related items then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.
- 1.4 If the Allottee makes any changes, modifications and/or alterations to any of the windows, their fittings and/or other related items then, any defect of such window, its locks or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.
- 1.5 If the Allottee makes any alterations and/or changes in the Apartment during execution of the interior decorations or fit-outs then defects like damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and/or changes.
- 1.6 If the damage to any glass pane of the windows and/or louvers and/or any defects of the doors and/or windows, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other than the forces required to normally operate such door and window, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.
- 1.7 If there are scratches or damages to the floor or wall tiles due to wear and tear or direct or indirect impact on floor or wall tiles.
- 1.8 If the waste pipes or waste lines from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- 1.9 The damages of any nature due to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- 1.10 The damages in pipelines or electrical lines during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.
- 1.11 The changes, modifications and/or alterations made in the openable/Non-openable/balcony MS grills or the grills that are required to be maintained properly and are not maintained properly.
- 1.12 The damages due to non-maintenance of such things or items or fixtures which require regular maintenance and which gets damaged due to such non-maintenance.
- 1.13 The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns due to different coefficient of expansion and contraction of materials.

- 1.14 If the defects in the materials, fittings, equipments, and/or fixtures provided are owing to any manufacturing defect or for not proper maintenance thereof or changed by the Allottee in the manner in which the same are required to be maintained or changed, as the case may be or the any defects in these materials.
  - 1.15 Where the defects that are certified by the Architects or the concerned structural engineers for the Said Project not to be manufacturing defects and/or arising due to bad workmanship and/or bad quality of materials used.
  - 1.16 If the Apartment is used for any purposes other than residential.
2. Notwithstanding anything contained hereinabove, in case the Allottee alters the state and condition of the area of the purported defect without first notifying the Developer and without giving the Developer the opportunity to inspect, assess and/or determine the nature of the purported defect complained of.
  3. If however the defect is such that it cannot be rectified, the Promoter shall pay such compensation for the complained defect, the quantum whereof will be decided by the Architects for the Said Project whose decision shall be final and binding upon the Allottee and the Promoters.

**Schedule-O**  
**[Covenants]**

A. The Allottee shall:

- i) Co-operate and assist in all manner with the Developer or the Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube-wells, generator and/or other installations and/or amenities in the Complex including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep each of the Promoters and the Association saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Promoters or the Association may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee;
- ii) Pay the entire charges for electricity for the Apartment and proportionately for the Phase Common Portions;
- iii) Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after installation by WBSDCL, timely pay all charges and/or deposits to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;

- iv) Pay the proportionate rates, charges and fees of the municipal authority or the panchayat till such time the Apartment is not mutated and separately assessed by these authorities and thereafter timely pay all rates and taxes to ensure that none of the other Unit owners or the Association is hindered in any manner for any none or untimely payment;
- v) Sign such forms, give such authorities and render such co-operation as may be required by the Developer or the Association for common purposes and/or in the common interest and/or in way in pursuance thereof;
- vi) Pay, wholly in respect of the Apartment, and proportionately in respect of the Said Block, the Said Phase and/or the Complex all costs, charges and expenses as may arise due to any reason whatsoever provided that the Allottee shall have the right to claim reimbursement if the same be occasioned due to default by any other person;
- vii) Allow the Developer and/or the Association and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the Apartment for repairing purposes;
- viii) Pay, and hereby undertakes to pay, such damages on demand as ascertained by the Developer and/or the Association for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand;

B. The Allottee shall not:

- i) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Block Common Portions or the Phase Common Portions, save at the places earmarked therefor;
- ii) Do or permit anything to be done which is likely to cause nuisance or annoyance to owners and/or the occupiers of any of the other Units in the Said Phase;
- iii) Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, boarding/lodging house, guest house, hotel, catering place, restaurant or other such purpose or for any chamber for business or professional chamber or office;
- iv) Hang from or attach to the beams or the rafters of any part of the Apartment or the Said Block any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Said Block or any part thereof;
- v) Do or cause to be done anything which may cause any damage to or affect the Said Block, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the owners or occupiers of the other Units in the Said Block;
- vi) Affix, tamper or draw any wire, cable, pipe from, to or through any Phase Common Portions or outside walls of the Said Block or other parts of the Complex, without approval of the Developer or the Association, as the case

may be, and in the event any wires are drawn directly to the Apartment from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Allottee;

- vii) Affix any or install any antenna on the ultimate roof of the Said Block or any open terrace that may be part of the Apartment or in its windows;
- viii) Hang or put any clothes in or upon the windows, balconies or any other portion of the Apartment which is visible from the outside or to outsiders;
- ix) Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;
- x) Install any air-conditioner, except in the approved places;
- xi) Affix or change the design or the place of the grills, the windows or the main door of the Apartment without having obtained the written approval of the Developer or the Association, as the case may be;
- xii) Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Said Block, the Said Phase and/or the Complex;
- xiii) Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Apartment or the Said Block or cause the premium for the insurance to be increased;
- xiv) Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Developer or the Association, as the case may be.
- xv) Obstruct or hinder the construction on any part or portion of the Said Land, any of the Phases or the Blocks or any Further Other Land, if any.
- xvi) Change the name of the Said Project nor the numbering or the names, as the case may be, of any of the Blocks.
- xvii) Restrict any of the other owners and/or occupiers of the Said Block or the Said Phase the full and unrestricted enjoyment of the **Easements** mentioned in **Schedule-P** below.

#### **Schedule-P** **[Easements]**

- i) The right of ingress to and egress from the Unit over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.
- ii) The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefor.
- iii) The right of support, shelter and protection of each portion of the Block by the other portions thereof.

- iv) Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Co-owners in common with each other subject however to the other conditions herein.
- v) The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Complex, the Concerned Block and all the other Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

**Schedule-Q**  
**[Specifications]**

<b>Foundation</b>	Earthquake resistant Reinforced Concrete Cement structure
<b>External Finish</b>	Water proof Acrylic base paint
<b>Interior Finish</b>	POP
<b>Flooring</b>	<ul style="list-style-type: none"> <li>(i) Interiors-Vitrified Tile</li> <li>(ii) Staircase Half landing-Marble &amp; Decorative Stones / Vitrified Tile</li> <li>(iii) Service staircase - Marble &amp; Decorative stones / Vitrified Tile</li> <li>(iv) Beautiful Entrance Lobbies of each Block – Marble/ Decorative stones / Vitrified Tile</li> <li>(v) Floor Lobby- Marble &amp; Decorative stones / Vitrified Tile</li> <li>(vi) Well decorated Lift Fascia – marble /granite/ woodwork / Vitrified Tile</li> </ul>
<b>Kitchen</b>	<ul style="list-style-type: none"> <li>(i) Granite counter with Stainless steel sink</li> <li>(ii) Dado of ceramic tiles up to 2 ft above the counter / platform</li> <li>(iii) Electrical point for Refrigerator, Water purifier, Microwave &amp; Exhaust fan</li> </ul>
<b>Toilet</b>	<ul style="list-style-type: none"> <li>(i) Anti skid ceramic floor tiles</li> <li>(ii) Toilet Walls – Designer Glazed tiles on the walls upto door height</li> <li>(iii) Sanitary ware of reputed brand</li> <li>(iv) Chrome Platted fittings of reputed brand</li> <li>(v) Electrical Point for Geyser &amp; Exhaust Fan</li> <li>(vi) Plumbing provision for Hot / Cold water line</li> </ul>

<b>Doors &amp; Windows</b>	<ul style="list-style-type: none"> <li>(i) Main Door – Flush Door with teak finish on external side</li> <li>(ii) Internal Doors –Painted /Polished Flush doors</li> <li>(iii) Windows –Anodized aluminium sliding windows</li> <li>(iv) Grill optional at extra cost.</li> </ul>
<b>Electricals</b>	<ul style="list-style-type: none"> <li>(i) Provision for Split AC Points</li> <li>(ii) Provision for Cable TV, Telephone + Broadband wiring</li> <li>(iii) Plug Points in all bedrooms, Living / Dining, Kitchen &amp; Toilets</li> <li>(iv) Concealed copper wiring with Central MCB of reputed brands</li> <li>(v) Door bell point at the main entrance door</li> <li>(vi) Modular switches of reputed brands</li> </ul>
<b>Lift</b>	Of reputed make

**Schedule-R**  
**[Fittings & Amenities]**

**AS PER PAGE ATTACHED**

**Schedule-S**  
**[Said Apartment]**

Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square Feet [equivalent to \_\_\_\_\_ Square Feet of Super Built up Area, which is its Built-up Area *together with* the pro-rata share of the Phase Common Portions that bears to the Built-Up area of the Apartment] \_\_\_\_\_ type, on \_\_\_\_\_ floor in [tower/ block/building] No. \_\_\_\_\_, hereafter the "**Said Block**", along with garage/covered Parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_, and the floor plan or the apartment is annexed hereto and marked as **Plan-B** ).

**Note:** In the event the Parking Space of the Allottee is non-dedicated, then the Allottee shall cooperate with allottee(s) of other non-dedicated parking space(s) with his/her Parking Space to facilitate each other for parking their respective vehicles.

**Schedule-T**  
**[Total Price]**

**AS PER PAGE ATTACHED**

**Schedule-U**  
**[Payment Plan]**

Sl No	Mile Stone [When to pay]	Share of Total Price

**(The Payment Plan will depend at what stage of completion of the Said Block the Agreement for Sale will be executed).**

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

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

Allottee: (including joint buyers)

Please affix Photographs and Sign across the photograph
---

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



Please affix  
Photographs  
and Sign  
across the  
photograph

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the  
photograph

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

First Owners by their authorised signatory:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Second Owners by their authorised signatory:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Developer by its authorised signatory:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

-----  
-----

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURES**

<b>ANNEX-A</b>	<b>Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the Promoter in his registration.</b>
<b><u>ANNEX-B</u></b>	<b>Copy of Floor plan of the said Apartment</b>