

AGREEMENT FOR SALE

This Agreement for Sale executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By and Between

**The Peerless General Finance and Investment Co. Ltd.** (PAN - AABCT3043L) a Company incorporated under the Companies Act, 1956, having its registered office at Peerless Bhawan, 3, Esplanade East, P.S. Hare Street,, Kolkata- 700069 being represented by its authorized representative \_\_\_\_\_ son / daughter of \_\_\_\_\_, having PAN \_\_\_\_\_ and **Aadhaar No.** \_\_\_\_\_ by faith \_\_\_\_\_, by nationality Indian, by occupation \_\_\_\_\_, resident of \_\_\_\_\_; hereinafter called and referred to as the "**Owner**" or "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns), of the **FIRST PART**.

And

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-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 term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof and their

respective heirs, executors, administrators, legal representatives and/or assigns) 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 include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

The Promoter and Allottee are hereinafter collectively be referred to as "Parties" and individually as "Party".

## WHEREAS

A. The Promoter is the absolute and lawful owner, seized and possessed of or otherwise well and sufficiently entitled to All that the piece or parcel of land measuring about 2.66 acre (10,777.756 sq. meters) be the same a little more or less lying and being situated at Premises No. 05-0097 in Street No. 0097 (erstwhile Plot No. 06 in Block-BG) situated at New Town, in Mouza Mohisbathan, J.L. No.18, District 24 Parganas (North) (hereinafter referred to as "said Land") and more fully and particularly described in Schedule-A written hereunder vide an Indenture of Sale dated 19.09.2011 executed between the West Bengal Housing Infrastructure Development

Cooperation Limited (WBHIDCO) and The Peerless General Finance and Investment Co. Ltd. (PGFI) duly registered in the office of Addl. District Sub Registrar, Bidhannagar and recorded in the Book no I, Vol 18, Pages - 16375 - 16383, being no. 10929 for the year 2011.

B. In pursuance thereof, WBHIDCO delivered the possession of the said Land in favour of the Promoter by a letter vide Memo no. "MP-B/HIDCO/CE (EM)/22B/2824", on 24.11.2011.

C. The said Land is earmarked for the purpose of building a project for commercial use as "Mercantile (Retail) - Assembly with 25% mixed used as Residential", as duly approved by WBHIDCO vide its letter bearing Memo no. "C-293/HIDCO/Admn-1356/2010" dated 14.07.2022.

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land, on which Project is to be constructed, have been completed.

E. The New Town Kolkata Development Authority has granted the commencement certificate to develop the Project vide approval dated bearing no. \_\_\_\_\_.

F. The Promoter has obtained the final layout plan approvals for the Project from The New Town Kolkata Development Authority vide Building PIN No. 0050009720241003 dated 03.10.2024 for construction of a 2B+G+14 storied building ("said Plan"). The Promoter agrees and undertakes that it shall not make any changes to the said Plan except in strict compliance with section 14 of the Act and other laws as applicable.

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

H. The Allottee had applied for an apartment in the Residential Segment of the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. ft., on \_\_\_\_\_ floor in Tower/Block no. \_\_\_\_\_ ("Building") **TOGETHER WITH** the right to park 1 (one) Covered Puzzle parking space (Parking Space) and **TOGETHER WITH** the pro rata share in the Residential Common Areas, Amenities and Facilities of the Project as permissible under applicable laws **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees and/or occupiers of the Project as and when they are constructed or made ready and fit for use, hereinafter collectively referred to as the said "Apartment Unit" and more fully and particularly described in the Schedule B hereunder written. The layout of the said Apartment is delineated in Green colour on the Plan annexed hereto and marked as **Annexure "I"**.

I. The Parties have gone through all the terms and conditions set out in the General Terms

and Conditions (GTC) and this Agreement and understood the mutual rights and obligations detailed herein.

J. The additional disclosures/details agreed between the parties are contained herein. At or before execution of this Agreement, the Allottee has been made expressly aware and after considering what has been disclosed to the Allottee, the Allottee has acquainted himself/ itself and has understood without any reservation, the following:

(i) In terms of the sanction plan, the proposed building shall consist of a single structure, with floors from the Ground level up to the fifth level designated entirely for retail use. And from the sixth level, there shall be three distinct towers or blocks in the manner appended below. One tower to be designated as the 'Office Tower,' intended for semi-commercial use (offices), while the other two towers shall be labeled 'Residential Tower/Block-A' and 'Residential Tower/Block-B,' which shall be reserved exclusively for residential purposes.

Usage	Floors	Block/Tower
Commercial (Retail)	Ground and five levels (i.e.) Ground to fifth floor	Retail Tower/Block
Commercial (office)	Seven levels (i.e. 6 <sup>th</sup> to 12 <sup>th</sup> floor)	Office Tower/ Block
Residential	Nine levels (i.e. 6 <sup>th</sup> to 14 <sup>th</sup> floor)	Residential Tower/ Block-A
Residential	Nine levels (i.e. 6 <sup>th</sup> to 14 <sup>th</sup> floor)	Residential Tower/ Block-B
Commercial (Banquet)	Two levels (i.e. 13 <sup>th</sup> & 14 <sup>th</sup> floor)	Office Tower/ Block

(ii) The Promoter proposes to segregate the Project into the said three separate and independent Segments/Blocks, 'Commercial (Retail)', 'Commercial (Office)' and 'Residential' which may be changed and varied in future at the discretion of the Promoter. The Commercial (Retail) and Commercial (Office) Blocks are collectively referred to as "Commercial Segment" and the Residential Block is referred to as "Residential Segment" and all the Blocks are collectively referred to as "Segments". The Allottee having understood the same, hereby accords his/her/ its consent to the proposed scheme of development and undertakes not to raise any claims and/or objections thereto at any time hereafter.

(iii) The Residential and Commercial Segment in the Project will have their own distinct and separate ingress and egress, right of common passages, areas and pathways running through the Project. However, allottees of both the segments will share some of the services and facilities in common as may be designated by the Promoter in the Project irrespective of their location for the beneficial use of the owners of the Units and other spaces located in the Project. The areas, services

and facilities which are to be shared in common by both the Segments shall be referred to as "Shared Common Areas" and the same being common to both the segments shall be used and availed of and mutually shared by all the allottees of the Project.

(iv) The Residential Segment will have a separate 'Entry & Exit' and the Commercial Segment will have a separate 'Entry & Exit' to the said Building, in other words, the Entry and Exit of both the segments shall be separate and distinct in the Project.

(v) The common area, facilities and amenities of the Residential and Commercial Segment are different and distinct save and except few services and facilities which are to be shared in common and will be mutually shared by both the segments. In other words, the allottees of the Residential Segment will be entitled to use all the common facilities and amenities of the Project save and except the ones being earmarked for common use of the allottees and/or occupiers of Commercial Segment.

(vi) That the proposed Commercial Segment shall be open for public at large and shall not be exclusively for the use and enjoyment of the allottees and/or occupiers of the \_\_\_\_\_. The Allottee further agrees and hereby records its consent not to claim any rights over such Commercial Segment or on any part thereof, in any manner whatsoever and shall have no objection that the proposed Commercial Segment and the units therein being transferred and/or allotted by the Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, agents and the public at large, for such specific purpose.

(vii) That the Promoter shall be entitled to provide and designate certain common areas and facilities in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottees of certain limited apartments/units and to the exclusion of other allottees in the said Project ("**Limited Common Areas And Facilities**"). The Allottee agrees to use only the Limited Common Areas and Facilities (if any) specifically identified for the Allottee appertaining to the said Apartment. The Allottee agrees to not use the Limited Common Areas And Facilities identified for other allottees and hereby records its consent that the Allottee does not have any claim of any nature whatsoever with respect to the Limited Common Areas And Facilities identified for other allottees and/or the usage thereof.

(viii) That the Allottee has conducted its own due diligence and has satisfied itself on the title of the Promoter to the said Land and has taken independent legal advice on the scheme of development as aforesaid and has accepted the same and hereby agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the Plans presently sanctioned by the NKDA and hereby agrees and covenants not to

raise any objection with regard thereto.

(ix) In the absence of local law only, the Residential and Commercial Segment shall have separate management bodies and/or association of apartment owners, to control and deal with their respective common areas and services to the absolute exclusion of the other management bodies and/or associations.

(x) That the Promoter may make such minor additions or alternations as may be required by the Allottee, or such minor changes or alternations due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not affect the Unit and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee, the Promoter will be allowed to change and for that the Allottee gives his consent

K. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Land, and further after inspecting, examining and perusing all the deeds pertaining inter alia to the freehold interest, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Said Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself /herself /themselves /itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia:-

- i. the right, title and interest of the Promoter to/over/in respect of the Said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
- ii. the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iii. the permission to park private medium sized car(s) within the space comprising the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
- iv. the proposed location, layout plan and the dimensions of each of the Said Apartment and the Car Parking Space;

- v. the Common Areas which are intended to form a part of the Project;
- vi. the laws/notifications and rules applicable to the area where the Said Land is situated, in general, and the Project and similar projects, in particular;
- vii. the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- viii. the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold interest in respect of the Said Apartment and method of use and enjoyment of the same as well as the covenants running with the land and the Said Apartment;
- ix. that the Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- x. the Specifications as also the measurements, dimensions, designs and drawings;
- xi. the state and condition in which the Said Apartment if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- xii. the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;
- xiii. the Common Areas in the Project that may be usable by the transferees/ Allottees and other transferees/allottees on a non-exclusive basis are listed in Schedule E hereunder written.
- xiv. the common pathway, driveway, access Roads forming part of Shared Common Infrastructure and all such areas/facilities which are for common use and enjoyment of all the owners, occupants, allottees shall be jointly used and maintained by all owners, occupiers, allottees of the said Larger Property. The Allottee(s) waives his/her/their/its rights to raise any objection in this regard and the Allottee shall claim no rights of ownership over the same but shall be liable to pay the proportionate maintenance charges as demanded by the Promoter and/or the Association. and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- b) that the Allottee has entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- c) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- d) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Apartment/Unit And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement;
- e) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Apartment/Unit And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.
- f) The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the Apartment/Unit exhibited or any representative images used in different marketing collaterals only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in Schedule - D and the same may not include the fittings and fixtures shown in different marketing collaterals and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided/shown in different marketing collaterals and the Allottee(s) shall not be entitled to raise any claim for such variation.

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

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

N. 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.

O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in Paragraph N above.

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

#### 1. TERMS.

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment as specified in Paragraph (H) above and Schedule-B written hereunder.

1.2 The Price for the said Apartment based on carpet area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards Extra Charges together with a sum of Rs. \_\_\_\_\_ towards applicable Goods and Service Tax as per the details given in the Schedule C hereunder written hereinafter, collectively referred to as the "Total Price" ("Total Price").

In addition to the aforesaid Total Price, the following Additional Charges and Deposits as morefully mentioned in the Schedule G shall be paid to the Promoter as per the Payment Plan. Some of which includes as follows

- (a) Security Deposit and other expenses as may be required by the electricity provider for individual meter in respect of the Designated Apartment directly with the concerned authority or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas

- (b) Interest Free Sinking Fund amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
- (c) Stamp Duty and Registration Charges and all other applicable charges in respect of this Agreement and/or any future contracts in pursuance hereof and the Sale Deed to be executed in pursuance hereof.
- (d) None of the amounts of Additional Charges and Deposit bear any interest payable to Allottee nor shall they be refundable except in the manner and to the extent applicable on the termination of this Agreement in terms hereof.

**Explanation:**

(i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the said Apartment.

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, CGST etc. and if any as per law, cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of said Apartment.

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.

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30(thirty) days from the date of such written intimation. In addition, the Promoter 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 Apartment includes the cost of (1) the pro rata shares in Residential Common Areas, Amenities and Facilities; and (2) the right to park car in the said Parking Space (s)/ as provided in the Agreement.

(v) If applicable, the tax deduction at source (TDS) under Section 194IA of the Income Tax Act, 1961 shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee with the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 30 days of such deduction. If such deposit of TDS is not made by the Allottee with the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this Agreement and the amount thereof shall be treated as outstanding.

1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase in carpet area of the said Apartment and/or the development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise applicable or agreed upon. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable with subsequent payments.

1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule 'C' ("Payment Plan")**. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective instalment may be preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter and payment being made in terms thereof by the Allottee.

1.5 It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans and specifications (mentioned in **Schedule D**) and the Common Areas and Facilities described in **Schedule 'E'** in respect of the said Apartment except as permissible or agreed upon, without the previous written consent of the Allottee. The Promoter may charge, additional amounts for such modifications as may be permissible or agreed with the Allottee; Provided that the Promoter may charge, additional amounts for such modifications as per the provisions of the Act.

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

1.6 The Promoter shall confirm the final carpet area of the said Apartment that has been allotted to the Allottee after the construction of the buildings are complete and the Partial/Full Completion Certificate in respect of the said Apartment is issued by the Authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then

the Promoter shall refund the proportionate excess money paid by Allottee, if any, within forty-five days. If there is any increase in the carpet area of the said Apartment, allotted to Allottee, which is not more than five percent of the carpet area of the apartment allotted to the Allottees, the Promoter shall demand the money for the increased carpet area from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'** and the Allottee agrees and undertakes to make payment of the consideration for the increased area within 7 days of demand. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement. The Allottee is aware that any deviation to the carpet area shall result in the modification to the agreed super built up area, and such agreed super built up area shall stand increased and/or decreased proportionately in such an event. The Allottee hereby records its consent to accept such variation (if any) without raising any claims of whatsoever nature in this regard and further records its consent not to raise any claim with such calculation of agreed super built up area at any time hereafter.

1.7 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Promoter agree and acknowledge that the Allottee shall have the right to the said Apartment Unit as mentioned below:

(i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Car Parking Space, if any, described in **Schedule B** and

(ii) The Allottee shall have the right of use of the Common Areas and Facilities. The Allottee shall use the Common Areas and Facilities along with the Promoter and/or its agents, other Apartment Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, corporation taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall hand over the Common Areas and Facilities after completion of the Project to the Association of Allottees after duly obtaining the Full Completion/Occupancy Certificate from the competent authority as provided in the Act. The Allottee is aware that under Sections 11(4)(f) and 17 of the Real Estate (Regulation and Development) Act, 2016 the Promoter is required to transfer undivided proportionate title in the Common Areas and Facilities to the Association. However, the Total Price payable by the Allottee includes the price of the undivided proportionate title in the Common Areas and Facilities and no consideration for transfer of undivided proportionate title in the Common Areas and Facilities shall be paid by the Association. Under the circumstances, beneficial ownership/right in respect of undivided proportionate title in the Common Areas and Facilities shall be deemed to be transferred to the Allottee under the Deed of Conveyance to be executed and registered in favour of the Allottee in respect of the said Apartment Unit while a formal Deed of Transfer shall be executed and registered in favour of the Association for formal transfer of undivided proportionate title in the Common Areas and Facilities including the said Land to the Association as mentioned below. The Allottee agrees,

undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand. It is clarified that the proportionate share of the Allottee in the land and also in the common areas/ common parts and facilities will always be variable.

(iii) The computation of the price of the said Apartment Unit includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and Facilities (mentioned in Schedule E) proportionately and includes proportionate cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in Schedule D. The Allottee has also agreed to make timely payment of the Additional Charges and Deposits mentioned in Schedule G. The Additional Charges and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

1.8 It is understood by the Allottee that all other areas and facilities, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas and Facilities under this Agreement shall not form a part of the Declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.9 The Promoter shall be entitled to obtain any finance or loan from the banks, financial institutions or from other sources against the said Project and/or Complex and to offer the land in the Project/Complex along with the construction thereon or any part thereof as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may advance credit, finance or loans to the Promoter.

It is made clear by the Promoter and the Allottee agrees that the Apartment, along with the right to use open/covered parking (dependent / independent), if allotted, shall be treated as a single indivisible unit for all purposes.

1.10 The Allottee has paid a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the said Apartment Unit ("**Booking Amount**") at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in Schedule C as also the Additional Charges and Deposits mentioned in Schedule G whether demanded by the Promoter or not, within the time and in the manner specified therein;

If there is delay in obtaining Housing loan /commercial loan or if the Allottee fails to obtain loan from any financial institute/Bank for any reason whatsoever it cannot be a ground for delaying payment of outstanding instalment.

Provided that if the Allottee delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate the then prime lending rate of the State Bank of India plus two percent thereon per annum or rate as prescribed in the Rules at the relevant time.

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

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque/Real-Time Gross Settlement (RTGS) or online payment (as applicable) in favour of the Promoter payable at Kolkata.

2.2 It is agreed and recorded that no cash payment is acceptable by the Promoter from the Allottee. If any dealing officer or staff of the Promoter asks for Cash payment, the Allottee is advised to promptly complaint to \_\_\_\_\_.

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

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with necessary declarations, documents, permission, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Promoter fully indemnified

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

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

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

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

5.1 Time is of essence for the Promoter as well as the Allottee. The Promoter shall take steps to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee and designated common areas to the Association of the Residential Segment after receiving the Completion/Occupancy Certificate in respect of the said Apartment subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C".

5.2 In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dis-honour of any cheque, the Promoter has no obligation to return the original dis-honoured cheque.

## 6. CONSTRUCTION OF THE PROJECT/APARTMENT.

6.1 The Allottee has seen the sanctioned layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, the Total Price and Payment Plan mentioned in **Schedule C** and the Additional Charges and Deposits mentioned in **Schedule G** and the specifications (mentioned in **Schedule D**), the Common Areas and Facilities mentioned in **Schedule E**. The Promoter shall develop the said Apartment Unit in accordance with the said layout plans, floor plans and specifications, amenities and facilities and subject to the terms of this Agreement and the understanding between the parties, the Promoter undertakes to abide by such plans approved by the Authority.

## 7. POSSESSION OF THE SAID APARTMENT.

7.1 Schedule for possession of the said Apartment:-

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1.1 below. The Promoter, based on the approved plans and specifications, assures to hand over the said Apartment by end of 3<sup>rd</sup> Quarter of 2029 unless there is delay or failure due to Force Majeure.

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

7.1.2 At the time of registration of conveyance of the said Apartment Unit to the Allottee, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable on such conveyance or lease or any document or instrument of transfer in respect thereof.

7.1.3 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.1.4** The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, 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.

**7.2 Procedure for taking Possession-** The Promoter, upon receipt of the Partial or Full Occupancy/Completion Certificate by the Authority in respect of the said Project, shall offer in writing ("**Notice for Possession**") the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within 3 (three) months from the date of issue of the Notice for Possession and the Promoter shall give possession of the said Apartment to the Allottee subject to due compliance of Clause 7.1.1 by the Allottee. The Allottee, after issue of Notice for taking possession, agrees to pay the maintenance charges as determined by the Promoter / Association of Allottees, as the case may be, taxes and other outgoings in respect of the said Apartment Unit from the date of Deemed Possession. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the Partial or Full Occupancy/Completion Certificate in respect of the said Apartment subject to timely due compliance of Clause 7.1.1 by the Allottee.

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

**7.4 Possession by Allottee-** After obtaining the Completion/Occupancy certificate for the Project and handing over physical possession of all the Apartment Units of the Project to all the Apartment Owners, it shall be responsibility of the Promoter to complete the Common Areas and Facilities and hand over the necessary documents and plans, including Common Areas and

Facilities designated for the Residential Segment, to the Association of Allottees of the Project as per the local laws as and when the same is formed.

**7.5 Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment and any amounts received as interest. The balance amount of money paid by the Allottee, if any, shall be returned by the Promoter to the Allottee within 45 days of such cancellation, without any interest thereon.

**7.6 Compensation.**

**7.6.1** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee, in the manner as provided under the Act and the claim of interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. It is further made clear that under no circumstances shall the Promoter be liable for any defective title not created by the Promoter and/or any defect that existed prior to the purchase of the said Land by the Promoter.

**7.6.2** Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified or any extension thereof; or (ii) due to discontinuance of the Promoter's business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason solely attributable to the Promoter, the Promoter shall be liable on written demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter towards the Total Price of the said Apartment Unit, with interest at the rate prescribed in the Rules which shall be deemed to be the compensation provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law.

**7.6.3** Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter interest at the rate prescribed in Rule 17 of the Rules for every month of delay, till handing over of the possession of the said Apartment Unit which shall be paid by the Promoter to the Allottee subject to the Allottee having made timely payment of the full amounts

of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Charges and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Promoter from the Allottee for delayed payment in terms of this Agreement.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land. The Promoter has absolute, actual, physical and legal possession of the said Land and is carrying out development of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Land;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Apartment;
- (v) All approvals, licenses and permits issued by the NKDA and/or other authorities with respect to the said Land and the said Apartment are valid and subsisting. Further, the Promoter has been and shall, at all times, remain to be in compliance with applicable laws in relation to the said Land, Buildings and the said Apartment and Common Areas and Facilities;
- (vi) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas and Facilities of the residential segment shall be handed over to the Association of Allottees after completion of the Project and execution and registration of the Deed of Transfer in favour of the Association;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or

penalties and other outgoings, whatsoever, payable by the Promoter as per applicable law with respect to the said Land to the concerned authority till the Completion/Occupancy Certificate is issued;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Apartment) has been received by or served upon the Promoter adversely affecting the said Apartment.

(xiii) The Project Land or any part thereof is not Waqf Property and/or Trust Property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES.

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

(i) The Promoter fails to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified. For the purpose of this para 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition which is complete in all respects. For the purpose of this clause, 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 as agreed to between the parties and for which final Completion /Partial Completion Certificate has been issued by the Competent Authority based on completion of the building with specification in all respect in which the Unit is situated. Construction defects will be rectified by the Promoter during the next 5 years from the date of Partial Completion (Deemed Possession date) and actual physical possession and deemed possession is the same for this purpose.

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made thereunder.

In the above context, the term "Complete in all respects" shall mean that the Unit will be deemed to be complete upon grant of CC/Partial CC and/or Architect's certificate notwithstanding the fact there may be minor deficiencies resulting from structural defect or workmanship since construction is manmade and not machine made and there may be minor defects which will keep

coming and the same will remain the responsibility of the Promoter to rectify upto 5 Years without further charge as provided in Clause 13 hereunder.

9.2 In case of Default by the Promoter under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Apartment Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. If the Promoter accepts such termination, then the Promoter shall from the date of termination be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without waiting for formal execution of the Cancellation Agreement and without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. are not refundable. If, however the Allottee does not withdraw from the Project within 45 days of the date of default made by the Promoter, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and thereafter the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment subject to the Allottee having made timely payment of the full amounts mentioned in Schedule C and G prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

9.3 The Allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment, is situated. The Allottee shall be considered under a condition of Default, on the occurrence of inter alia the following events:

(i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Charges and Deposits under **Schedule 'G'** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee in payment of the instalments or the interest or both continues for a period beyond 60 days from the due date, the Promoter may cancel the allotment / Agreement of the said Apartment Unit in favour of the Allottee and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

9.4 The Promoter shall have the right to cancel this Agreement if the Allottee creates any nuisance, obstructs the development of the Project or in any manner prohibits the Promoter from carrying out development of the said Land in any manner whatsoever. The Promoter may exercise this right of cancellation at its sole discretion and without any liability or obligation towards the Allottee. The Promoter's decision to cancel this Agreement shall be final and binding upon the Allottee and the Allottee shall have no right to challenge or dispute such cancellation. In case of such cancellation by the Promoter the provision of Clause 7.5 including regarding termination, forfeiture and refund shall be applicable.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

9.6 Notwithstanding anything contained herein, in all the events of cancellation or withdrawal of allotment, the liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled from the date of termination to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee and without waiting for formal execution of

the Cancellation Agreement and without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination and the Allottee hereby consents to the same.

9.7 Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Apartment Unit (and this Agreement) in terms of this Agreement by the Allottee or the Promoter, as the case may be, mere serving of notice of termination alone by the Promoter shall be sufficient to record and effect the cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder, or in law, and no further act or other deed, document or instrument shall be required to be executed or registered by the Allottee for this purpose and the Allottee expressly agrees to the same. However, the Promoter in its sole discretion shall have the right (but not obligation) to execute and register a unilateral Deed of Cancellation in the nature of a declaration to record the fact of such cancellation, and the Allottee hereby agrees that in such an event, the Allottee shall have no rights to object to the same and hereby records its consent thereto.

#### 10. CONVEYANCE OF THE SAID APARTMENT UNIT.

The Promoter, on receipt of Total Price of the said Apartment Unit, mentioned in **Schedule C**, and Additional Charges and Deposits, mentioned in **Schedule G**, and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including interest for late payment, Maintenance Charges, electricity charges, corporation taxes and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a Deed of Conveyance in respect of the said Apartment Unit within 3 (three) months from the date of issuance of the Completion/Occupancy Certificate in respect of the said Apartment to the Allottee.

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental and/or legal expenses, etc. within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental and legal expenses, etc. to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

## 11. MAINTENANCE OF THE BUILDINGS / APARTMENTS / PROJECT.

11.1 Subject to timely payment of maintenance charges by all the Allottees of the Project (including the Allottee herein) the Promoter through any agency appointed by the Promoter shall be responsible to provide and maintain essential services in the Project till the time, the Association is formed to take over the maintenance. The cost of such maintenance has not been included in the Total Price of the said Apartment Unit and the same shall be paid by the Allottee as agreed with the Promoter forthwith upon demand.

11.2 The interest and enjoyment of the Said Apartment/Unit, Parking Space, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the Rules & Regulations mentioned in Schedule-J which the Allottee shall be obliged and responsible to comply with strictly. The cost of such maintenance will be paid by the Allottee to the Promoter from the date of possession or the Deemed Date of Possession till handover of maintenance of the Project to the Association. In case the formation of the Association is delayed beyond the said period, the Promoter may provide and maintain the essential services in the said Project till the Association is formed subject to the Allottee's paying to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter.

11.3 One apex association and/or body will be formed with selective members from each association and/or maintenance body to control the management of the Shared Common Areas and take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to both the segments. The Apex Association shall synergise both the individual associations.

11.4 The Allottee agrees and undertakes to deposit a non-interest-bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Interest Free Security Deposit ("IFSD"). The Allottee agrees and acknowledges that such IFSD shall be handed over to the Association by the Promoter, without any interest.

11.5 The Allottee, on or before possession, is required to deposit an amount equivalent to 2 (Two) year's estimated maintenance charges ("Maintenance Deposit") as would be so determined by the Promoter. The Allottee agrees and acknowledges that such Maintenance Deposit shall be handed over to the Association by the Promoter, without any interest after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and common charges and expenses to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the

Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Maintenance Deposit to the respective Association. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee within 15 (fifteen) days of a demand made by the Association with respect thereto. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Maintenance Deposit due to the above adjustments or otherwise after the handover of the Maintenance Deposit by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

11.6 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the building (House Rules) and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or other occupiers of the building and/or the Project.

11.7 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project for which the Promoter shall not be held liable.

11.8 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

11.9 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

## 12. DEFECT LIABILITY.

12.1 It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items from third party

manufacturers) or any other defect in workmanship, quality or provisions of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession and/or the date of issue of the Completion/Occupancy Certificate in respect of the said Apartment, whichever is earlier, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However, that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and Facilities and/or any of the Apartments by the Apartment Owners including the Allottee herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. and/or any acts or omissions made by any of the Apartment owners and/or occupants of the Buildings and/or due to any other reason not attributable to the Promoter.

12.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained herein.

12.3 It is clarified that the above responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) un-authorized modifications or repairs done by the Allottee or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipment's (v) accident and (vi) negligent use. Warranty for all consumables or equipment's used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottees shall also pay maintenance charges for maintenance of the Project and its facilities and amenities during the period of first five years and thereafter. In case non- payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held as liable as default on its part under this clause.

12.4 Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Apartment / Segment / Complex and if the annual maintenance contracts are not done / renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to

the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the common areas/common parts and facilities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment / Phase / Segment / Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment/ Phase/ Segment/ Complex and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.**

The Allottee has agreed to purchase the said Apartment Unit on the specific understanding that his right to the use of Common Areas and Facilities shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance Agency or the Association of Allottees or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottees from time to time.

**14. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS.**

The Promoter / Maintenance Agency/Association of Allottees shall have rights of unrestricted access to all Common Areas and Facilities mentioned in **Schedule E** as also the car parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Promoter and/or Association of Allottees and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

**15. USAGE.**

Use of basement and service areas: The basement and service areas as located within the Complex, 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 equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Allottees formed for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT UNIT.**

16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the said Apartment Unit or the Common Areas and Facilities which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment Unit and shall keep at his/her own cost the said Apartment Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Premises, the Buildings therein or Common Areas and Facilities. 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 change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment Unit or place any heavy material in the common passages or staircases of the Building. The Allottee shall also not remove or damage any wall including the outer and load bearing wall of the said Apartment Unit.

16.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or Maintenance Agency. The Allottee shall be responsible for any loss or damage arising out of breach of any aforesaid conditions.

16.4 It is agreed recorded that the Promoter shall have exclusive right to place hoarding, neon sign on the stair head room and lift machine room and in other Common areas/walls and exteriors.

16.5 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions mentioned in Clauses 16.1 to 16.3.

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

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.**

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

Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building, Project or Common Areas or any part thereof.

#### **18. ADDITIONAL CONSTRUCTIONS.**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Plans have been finally approved by the competent authority(ies) and disclosed, except for as provided in the Act and under this Agreement including the clauses herein and as may be agreed.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.**

After the Promoter executes this Agreement he shall not mortgage or create a separate charge on this 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.

#### **20. APARTMENT OWNERSHIP ACT.**

20.1 The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. Since this is a large complex

containing several residential and commercial apartments, the completion and handover of possession shall be block wise.

20.2 In the absence of local law only, the Residential and Commercial Segment shall have their own and separate Association to control and deal with their respective common areas and services to the absolute exclusion of each other's interference and thereafter one mother/apex association will be formed to take over the administration, control and management of the Shared Common Areas and disputes arising therefrom as several service connections/facilities will be mutually common to both the segments. The Apex Association shall synergise both the individual Association and the formation of the Apex Association will be progressive and concurrent with the completion of the entire Apartment Complex.

20.3 Till such time, both the associations (residential and commercial) are formed and the Apex Association takes over the entire administration of the Shared Common Areas, the promoter may by itself or through its nominated agency manage the administration, control and management of the common areas and services and its maintenance and every decision will be taken by the Promoter at its sole discretion and in the manner it may deem fit and proper for the Project subject to payment of the prescribed charges by the Allottees and such decision shall be binding on the Allottees.

20.4 After formation of Associations of both the Segments, the control and management of the common areas and services will vest upon the respective Association with effect from the date of formation. In the event, the associations are formed on different dates, all decisions regarding the Shared Common Areas will be made by the Promoter in mutual consultation with the Association that was formed earlier until formation of the other Association.

20.5 Notwithstanding anything contained herein, the Allottees who have taken possession or are deemed to have taken possession of their respective apartments and/or units in the Project will be required to pay the Common Expenses as well as the Common Area Maintenance expenses(CAM) and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area of the Segments and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in the Project. The Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to both the segments. It is further provided that till such time the Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.

20.6 The association of Apartment Owners of the Complex ("Association") will be formed

upon completion of construction of the Complex as the Promoter may deem fit and proper, and the Promoter shall call upon the Allottees to hold a general meeting wherein the Allottees present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association, as prepared and provided by the Promoter at such general meeting, which shall be final and binding on all the Apartment Owners including the Allottee herein. When such Association will be formed, each Allottee of both the segments shall automatically become a member.

20.7 The Allottee grants all powers to the Promoter and/or to its nominee for all matters related to and/or connected with the formation of the Association of the Project and the Apex Association. The Allottee undertakes to join the Association and the Apex Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. Each Phase / Project out of the Complex will form its own Association. If the Allottee sells and/or disposes of his Apartment, he will have to notify to the Promoter/ Association the name of the transferee and his address. Similarly, the Allottees on their part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Promoter/ Association about his ownership or interest as the case may be of the Apartment in question.

20.8 The Promoter shall at an appropriate time (preferably within a period of three months from the date of possession of the apartments of the Project) notify the detailed scheme of formation of the Apartment Owners' Association to the Allottees so as to enable them to constitute/form such Owners Association as per local law.

20.9 Maintenance and common purposes of the individual Segment shall vest in the Association pertaining to that particular Segment and with regard to the maintenance and common purposes of the Shared Common Areas and Services, the ultimate power, authority and control of the maintenance shall vest absolutely with the Apex Association which will also be governed by a body of elected representatives (Governing Body).

20.10 In all matters of taking decision or of forming and applying and relaxing the rules and regulations, the decision of the Governing Body of the Apex Association shall be final and binding on the respective Applicants/ Allottees and Associations.

20.11 In no event the Allottees shall be entitled to make any other Association, Body or Organization save as stated above.

20.12 The Allottees and the Associations shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and

things as may be required by the Promoter for formation of the Associations.

20.13 The Promoter shall not in any manner be responsible and liable for maintenance of the common areas/ common parts and facilities of the Complex after handing over its charge to the Association.

20.14 Without prejudice to the above, until formation of both the Associations followed by Apex Association, subject to payment of the charges by the Allottees as determined by the Promoter, the Promoter may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Project/Complex or any part or portion thereof and for taking the responsibility of:

- A) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;
- B) Rendition of common services;
- C) To receive realize and collect the service charges;
- D) To remain responsible for such other functions as may be necessary;
- E) The employees employed in the Project/Complex shall upon handing over of the common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the Project/Complex e.g. watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.

20.15 Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act.

## 21. BINDING EFFECT.

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee in the manner contemplated under Clause 7.5 above.

## 22. ENTIRE AGREEMENT.

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

## 23. RIGHT TO AMEND.

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

## 24. RESTRICTION ON TRANSFER/SUBSTITUTION

### 1. Lock-In Period and General Restriction

The Allottee expressly acknowledges and agrees that the allotment hereunder is personal in nature and has been granted solely on the basis of the Allottee's representations, eligibility, creditworthiness and financial standing as disclosed to the Promoter. The Allottee shall not,

during a lock-in period of 12 (twelve) months from the date of execution of this Agreement or until the Allottee has paid an amount equal to 40% (forty percent) of the Total Price (including applicable taxes), whichever period expires later (hereinafter referred to as the "Lock-In Period"), directly or indirectly sell, assign, transfer, gift, nominate, substitute, encumber, mortgage, pledge or otherwise create or permit the creation of any third-party right, interest or claim in or upon the Unit or this Agreement, without the prior written consent of the Promoter. Any transfer made during the Lock-in Period without the prior consent of the Promoter shall be null and void and shall not be binding upon the Promoter.

After the expiry of the Lock-In Period, any transfer, assignment, nomination or substitution shall continue to require the prior written consent of the Promoter, which consent shall not be unreasonably withheld, but may be conditioned upon compliance with the requirements set out in Clause 2 below.

Provided that notwithstanding the foregoing, the Promoter may, at its sole discretion and without thereby creating any precedent, obligation, right or waiver in favour of the Allottee or any other person, permit a transfer or substitution prior to the expiry of the Lock-In Period, subject to such terms, conditions and additional charges as the Promoter may stipulate in writing.

Provided further that nothing in this Clause shall apply to a transfer of the Allottee's rights and interests in the Unit to the Allottee's legal heirs, successors or legal representatives upon the death of the Allottee, which shall be processed in accordance with applicable succession laws and subject to compliance with KYC, documentation and statutory requirements as may be specified by the Promoter, but shall not attract any transfer fee.

## **2. Conditions Precedent to Processing of Transfer Request**

Any request for transfer, substitution or nomination of the Unit or this Agreement shall be considered and processed by the Promoter only upon prior satisfaction of all of the following conditions, at the sole cost and expense of the Allottee and/or the proposed transferee:

- (a) Submission of a written request to the Promoter along with complete particulars of the proposed transferee in the form prescribed by the Promoter;
- (b) Prior clearance of all outstanding dues, installments, interest on delayed payments, maintenance charges, statutory levies and any other amounts payable under this Agreement or otherwise due to the Promoter, without any dispute or set-off;
- (c) Satisfactory completion of KYC verification, financial due diligence, legal scrutiny and statutory eligibility checks in respect of the proposed transferee, to the satisfaction of the Promoter;
- (d) Submission of a No Objection Certificate from the Allottee's lending bank or financial institution, where the Unit has been mortgaged or otherwise charged as security for a loan or credit facility;

(e) Full compliance with all applicable laws, including but not limited to the Real Estate (Regulation and Development) Act, 2016 ("**RERA**"), the West Bengal Real Estate (Regulation and Development) Rules, 2021 and the regulations and circulars issued by the West Bengal Real Estate Regulatory Authority ("**WBREERA**"), the Income Tax Act, 1961 (including deduction of tax at source under Section 194-IA, where applicable), the Goods and Services Tax laws, the Foreign Exchange Management Act, 1999 (where the Allottee or the proposed transferee is a non-resident or foreign national), and all other applicable central and state legislation;

(f) Payment to the Promoter of a transfer processing fee equivalent to 2% (two percent) of the Total Consideration of the Unit or such other amount as may be permissible under applicable WBREERA regulations or directions issued from time to time, together with applicable GST and all administrative and processing charges as notified by the Promoter; and also payment of the administrative expenses, legal documentation costs, stamp duty differentials, GST implications and any other incidental expenses arising from such transfer. Such transfer processing fee shall be non-refundable.

(g) Execution of a Deed of Cancellation of the existing Agreement for Sale (and registration thereof, where legally required) and execution and registration, wherever required, of a fresh Agreement for Sale or such other deed, addendum or endorsement as the Promoter may prescribe, with all stamp duty, registration charges, and incidental expenses thereon being borne exclusively by the Allottee and/or the incoming transferee; and

(h) Submission of any such further documents, undertakings, affidavits or declarations as the Promoter may require for regulatory, financing or internal compliance purposes.

The Promoter shall endeavor to communicate its decision on a complete and duly compliant transfer request within **30 (thirty) working days** of receipt of all required documents, fees and compliance confirmations. The Promoter shall not be responsible for any delay attributable to incomplete documentation, pending statutory clearances, or the Allottee's failure to fulfil the aforesaid conditions.

The Promoter shall not recognize, be bound by, or give effect to any private arrangement, oral or written agreement, nomination, power of attorney, beneficial interest or indirect transfer arrangement created or executed without the Promoter's prior written approval.

The Promoter shall have the absolute discretion to grant or refuse such consent, subject to the Allottee having;

- a) Paid all amount due and payable under the Agreement including Total Price, Additional charges, Deposits, interest, maintenance charges, taxes and outgoings;
- b) Not committed any breach or default under the Agreement;
- c) Submitted all documents required by the Promoter for due diligence of the proposed transferee.

### **3. Grounds for Refusal; Liability Pending Completion; Breach and Indemnity**

(a) **Grounds for Refusal:** Without prejudice to the generality of the Promoter's right to withhold consent, the Promoter shall be entitled to refuse any proposed transfer where: (i) it would contravene any provision of RERA, Rules /regulations, or any applicable law or regulatory requirement; (ii) it may adversely affect the Promoter's financing arrangements, construction schedule, or the statutory and regulatory compliance status of the Project; (iii) the proposed transferee does not meet the Promoter's eligibility or KYC criteria; or (iv) the Allottee is in default of any obligations under this Agreement at the time of the request.

(b) **Liability Pending Completion:** Until such time as the transfer or substitution is formally approved in writing by the Promoter and all requisite formalities under Clause 2 above have been fully completed to the Promoter's satisfaction, the original Allottee shall continue to remain solely and fully liable for the due and timely performance of all obligations under this Agreement, including payment of all installments, charges and levies. Upon formal completion of the transfer and execution of a fresh agreement with the incoming transferee, the original Allottee's obligations under this Agreement shall stand discharged, save and except any obligations, liabilities or indemnities that have accrued prior to such completion.

(c) **Consequences of Unauthorized Transfer:** Any transfer, assignment, nomination, substitution or creation of third-party interest effected without the prior written consent of the Promoter in accordance with this Clause shall be null, void and of no legal effect as against the Promoter and shall constitute a material breach of this Agreement, entitling the Promoter, without prejudice to any other rights or remedies available under this Agreement or at law, to cancel the allotment of the Unit and forfeit such amounts as are permissible under RERA and applicable law.

(d) **Indemnity:** The Allottee shall at all times indemnify, defend and keep fully indemnified the Promoter and its directors, officers, employees and agents from and against all claims, demands, suits, proceedings, losses, damages, costs (including legal costs on a full indemnity basis), penalties, fines, regulatory sanctions and liabilities of any nature arising out of or in connection with: (i) any unauthorized transfer, nomination or third-party arrangement created without the Promoter's written approval; (ii) any breach of applicable law by the Allottee or the incoming transferee in connection with the transfer; or (iii) any dispute raised by the proposed or actual transferee against the Promoter in relation to such transfer. This indemnity shall survive the termination or cancellation of this Agreement.

(e) **Effect of Approved Transfer:** Upon completion of the structured assignment process, the Transferee shall step into the shoes of the original Allottee and all rights of the Allottee shall stand extinguished only upon written confirmation by the Promoter. However, the original Allottee shall remain jointly and severally liable for obligations accrued prior to the date of substitution.

(f) **No transfer of possession without completion:** The Allottee shall not handover possession, create tenancy, license or any other occupancy arrangement prior to obtaining Occupancy/Completion Certificate of the Promoter.

(f) **Anti-Benami / Anti-Speculation Safeguard:** The Allottee declares that the purchase is not for speculative trading purposes. Any arrangement found to be in the nature of back-to-back sale,

benami arrangement, profit-sharing understanding or pre-signed assignment shall constitute material breach, entitling the Promoter to cancel the allotment and forfeit amounts in accordance with this agreement.

**(g) Structured Assignment Mechanism:** No transfer shall be valid unless the following procedure is strictly complied with;

- (i) Written application by the Allottee seeking consent for Transfer;
- (ii) Submission of KYC documents of proposed transferee, income tax and statutory compliance declarations, undertaking of financial capability;
- (iii) Execution of Tripartite Deed of Assignment between Promoter, Transferor and Transferee or fresh Agreement for Sale at the discretion of the Promoter;
- (iv) Payment of all outstanding dues, transfer fees, applicable taxes, documentation expenses etc.;
- (v) Written confirmation from the Promoter recording substitution.

## 25. WAIVER NOT A LIMITATION TO ENFORCE.

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

25.2 Failure on the part of the Promoter 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 provisions.

## 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 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 other Allottee(s) in the Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the Apartments in the Project.

**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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other Place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES.**

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses mentioned above.

**31. JOINT ALLOTTEES.**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.

### 32. 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 laws of India for the time being in force.

### 33. DISPUTE RESOLUTION.

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

### 34. ADDITIONAL TERMS AND CONDITIONS.

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supersession of those contained hereinbefore: *(The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act)*

34.1 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas and Facilities and its layout and/or the said Apartment Unit as may be deemed necessary by the Promoter and/or as may be advised by the Architects and/or as may be required by any authority and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the Common Areas and Facilities and its location and layout may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written

consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total quantum of Common Areas and Facilities mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

34.2 That in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, if applicable, certain common areas and facilities may be kept as reserved for use of certain units or remain allotted to any unit to the exclusion of other units and shall be referred to as "Limited Common Areas and Facilities".

34.3 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction as also regarding structural defect/damage shall be final and binding on the parties.

34.4 At the request of the Allottee, the Promoter may at its option and subject to such conditions as it may deem fit, allow the Allottee to have temporary access to the said Apartment for interior and furniture works provided all dues payable to the Promoter are paid in full by the Allottee and subject to such terms and conditions as may be decided by the Promoter in addition to those mentioned herein. The Allottee shall complete the interiors and furniture works without disturbing or causing inconvenience to the Promoter or the occupants of other Apartments in the Buildings and without making any change in the structure and construction of the said Apartment and without in any manner doing anything which may adversely affect the validity of the plans and/or grant of partial or full Completion/Occupancy Certificate. During such period of temporary access, the Promoter shall continue to be in possession of the said Apartment and the Allottee shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the said Apartment till possession is given by the Promoter in terms of Clause 7.2. The Allottee shall pay to the Promoter all incidental charges like proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Allottee.

34.5 Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all his/her obligations as mentioned in Clause 7.1.1 and thereafter take possession of the said Apartment from the Promoter. In case the Allottee fails to comply with Clause 7.1.1 and/or to make all payments or fails to take possession within the time provided in Clause 7.2, in addition to being liable to pay maintenance charges, the Allottee shall further be liable to pay a sum of Rs.10,000/- per month as Holding Charges till such date when actual possession is taken by the Allottee. The Allottee shall also be liable to pay the proportionate rate of property tax and other outgoings, if any on and from such date. It is further agreed that the Allottee shall also be liable to pay interest at the rate specified in Rule 17 of the Rules, for any delay in making the aforesaid payments.

34.6 The Allottee shall have a right to cancel/withdraw his allotment in the Project, in terms of clause 7.5 hereinbefore, however subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till such time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law. In addition to the provision of clause 7.5, the Allottee is aware and understands that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment, the interest liabilities (if any) in terms of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the applicable Goods and Service Tax in lieu of such cancellation. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee. Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the said Unit to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated. The Allottee is aware and agrees that all amounts paid towards Goods and Service Tax and deposited with the concerned authority shall not be returned and/or refunded by the Promoter and the Allottee may approach the concerned authority for refund of such amounts paid as Goods and Service Tax without foisting any liability on the Promoter in this regard.

34.7 In the event of cancellation of this agreement after the registration thereof by the Allottee, the Allottee shall not be entitled to claim refund and/or reimbursement of the amounts incurred on account of stamp duty, registration charges and other expenses incurred by the Allottee. Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the said Unit (and this Agreement) in terms of this Agreement by the Allottee or the Promoter, as the case may be, serving of notice for termination by the Promoter shall be sufficient to record cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder or in law and no further or other deed document or instrument shall be required to be executed or registered for this purpose and the Allottee expressly agrees to the same. However, the Promoter in its sole discretion shall have the right (but not obliged) to execute and register a unilateral Deed of Cancellation in the nature of a declaration, and the Allottee hereby agrees that in such an event, the Allottee shall have no rights to object to the same and hereby records its consent thereto.

34.8 With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have

fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas and Facilities, the said Apartment Unit, etc. and shall not thereafter be entitled to raise any objection or dispute or make any claim regarding the same. Notwithstanding anything contained in Clause 12 hereinabove the Promoter shall not be liable to rectify any defect occurring under the following circumstances:-

- 34.8.1 If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee takes over possession of the said Apartment, the Promoter will not have any responsibility or liability for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- 34.8.2 If there are changes, modifications or alteration in electrical lines and wirings after the Allottee takes over possession of the said Apartment, the Promoter will not have any responsibility or liability for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- 34.8.3 If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not have any responsibility or liability for door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- 34.8.4 If the Allottee after taking actual physical possession of the said Apartment executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter and the Promoter will not have any responsibility or liability for rectifying such defects;
- 34.8.5 Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. The Promoter will not have any responsibility or liability for rectifying such cracks.
- 34.8.6 If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained.
- 34.8.7 Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and Facilities and/or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship

or manufacture thereof.

34.8.8 If the Architect certifies that any purported defects are not manufacturing defect or due to poor workmanship or poor quality.

34.8.9 Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment (which inspection Promoter shall endeavour to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.

34.9 From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.

34.10 Within 30 days from the date of execution of the Deed of Conveyance, the Allottee shall apply for mutation to the concerned authority and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment in the Allottee's name within 6 months thereafter.

34.11 In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. In the event of failure on the part of the Allottee, the Promoter may terminate the allotment / Agreement of the said Apartment Unit in favour of the Allottee.

34.12 Besides the aforesaid rights mentioned in sub-clauses (vii) and (viii) above, the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to in law by reason of any act, omission, default or breach on the part of the Allottee.

34.13 The (i) open and covered spaces in the Buildings and the said Land that are not included in the Common Areas and Facilities mentioned in **Schedule E**, (ii) other Apartments, servant rooms and Car Parking Spaces in the Buildings and/or the Premises and (iii) Banquets; are not intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Promoter without the Allottee having any right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter shall be entitled to

use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever to any person or entity on such terms and conditions and for such consideration as may be thought fit and proper by the Promoter in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Promoter.

34.14 The Promoter shall be entitled at all times to install, display and maintain its name, brand and/or logo on the roofs (including Common Roof Area) and boundary walls of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same and no one including the Allottee, other Apartment Promoter and the Association shall be entitled to object or to hinder the same in any manner whatsoever. The Promoter and its agents shall be entitled to have unhindered access to the roofs (including Common Roof Area) and boundary walls of the Buildings and/or other areas in the Buildings and/or the Premises for maintenance, repairs, replacement, etc. of its hoardings, display signs, neon signs, lighted displays, etc. and the Allottee hereby consents to the same and no one including the Apartment Owner and the Association shall be entitled to object or to hinder such access in any manner whatsoever. No one including the Apartment Owner and the Association shall have any right to remove, change, alter and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter.

34.15 The Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas and Facilities of the Buildings and/or on the roofs of the Buildings including the Common Roof Area and no one including the Allottee, other Apartment Promoter, the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever.

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

34.17 The Allottee shall be responsible for the internal security of the said Apartment and all materials within the same.

34.18 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Transferees of the constructed spaces in the Buildings including the Allottee herein.

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

34.20 From the date of offering the handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, the Mechanical Car Parking System, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein.

34.21 Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly agreed and made clear as follows:

- 34.21.1 The Car Parking Spaces including Mechanical Car Parking System sanctioned by the Corporation are meant to be used only for parking cars by the Transferees of this Project and/or their respective men and agents.
- 34.21.2 The total number Car Parking Spaces including Mechanical Car Parking System in the Project exceeds the total number of Apartments in the Project. The sizes of the Apartments are different and the car parking space requirement of the Apartment Owners also varies.
- 34.21.3 For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces including Mechanical Car Parking System shall be earmarked and allotted along with specified Apartments so that the same cars are parked in the same space every day.
- 34.21.4 The Allottee agrees and undertakes not to raise any dispute or objection regarding the allotment of the Car Parking Spaces made by the Promoter to the other Apartment Owners of the other Apartment Units and agrees and undertakes not to disturb the use of the allotted Parking Spaces by the other Apartment Owners of the other Apartment Units.
- 34.21.5 The specific location of the parking spaces (if any), the right to which is expressly agreed to be granted under this agreement for use by the Allottee, shall be identified solely by the Promoter at the time of delivery of possession of the said Unit to the Allottee, and such identification (if any) shall be final and binding on the Allottee.
- 34.21.6 In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to

earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

**34.22 Regarding Extension of Period :** Notwithstanding anything written into this agreement in the foregoing clauses regarding the completion of construction of the building project and/or the period of delivery of allocation to the allottee/s, Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Apartment on the aforesaid date and the same shall not include the period of extension given by the Authority for registration, AND Similarly, the common areas will be handed over progressively on completion of each Block, AND The Promoter will be entitled to give block-wise possession upon obtaining the Completion/ Occupancy Certificate of a building block irrespective of the fact that construction of other blocks and/or provision of facilities may be incomplete.

**34.23 Termination and/or determination and consequences:**

- 34.23.1** In continuation with Clause 9.3, if the Allottee proposes to cancel/withdraw from the Project after Allotment or entering into Sale Agreement without any fault of the Promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the Booking Amount and the applicable GST on such cancellation charges. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation. Any interest charge payable by the Allottee and outstanding till date of receipt of intimation of cancellation request shall also be paid by the Allottee.
- 34.23.2** It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- 34.23.3** Upon cancellation or termination of this Agreement in accordance with the terms hereof, this Agreement shall stand cancelled /terminated automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Unit or the Project land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Unit and/or any part or portion thereof, in any manner whatsoever. The effect of such cancellation shall be

binding and conclusive on the Parties.

- 34.23.4** If the Allottee wishes to cancel, after Application for Booking but before Allotment of the Applied Unit, Processing Charge of 1% of the total consideration will be payable by the Allottee.

#### **34.24 Possession for Fit-Out:**

- 34.24.1** In case the Allottee seeks permission for carrying out Fit-Out within his Apartment, he will be permitted to do so only upon receiving the Completion/ Occupancy Certificate and upon payment of the Total Price, other charges/amounts and deposits as provided herein and also the requisite Stamp Duty and registration and other charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Allottee will not be entitled to use the Apartment till Completion/ Occupancy Certificate is received and Deed of Conveyance is executed. The entire process relating to Fit-out has to be followed as explained in Schedule -K hereunder written.
- 34.24.2** Failure to Take Possession : If the Allottee/s fails to take possession of the Said Flat within the stipulated period of this agreement from the promoter, the Allottee/s shall be liable to pay municipal tax and other outgoings fallen due on and from the date of Deemed Possession along with further amount of Rs. 10000/- per month as guarding charges for the period of delay in taking possession. The Date of Possession shall always be deemed to be the date which comes on expire of the period of Notice for delivery of possession.
- 34.24.3** On and from the Possession Date:
- (a) The Apartment/Unit shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
  - (b) The Allottee shall become liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment/Unit and the Common Areas on and from the Deemed Possession date/Possession Date;
  - (c) The Allottee shall become liable to pay interest on defaults and guarding charges on and from Deemed possession.
- 34.24.4** The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest at the prescribed rate which at present is the Prime lending rate of SBI PLR plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Complex and the Promoter/ Association as the case may be , shall be entitled to take the following measures and the Allottee hereby consents to the same:

- a) To the discontinuance of supply of electricity to the Said Unit.
- b) Restriction on club facilities;
- c) Restricted supply of Garbage Bags and from collection of the same;
- d) To the discontinuance of water supply;
- e) Restricted for electro-mechanical services i.e electrician, plumber, intercom services;
- f) Restricted from granting Leave and License or tenancy;
- g) Restricted from Booking of Community Hall / Banquet Hall;
- h) Restricted from being member of any committee;
- i) Restricted entry of servants and maid servants;
- j) Restricted entry at gate;
- k) Inspection of Unit by representative of Allottee restricted;
- l) Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, staff and visitors;
- m) To discontinuance of the facility of DG Power back-up;
- n) To discontinuance of the usage of all amenities and facilities provided in the said housing complex to the said Allottee and/his/her/their family members and guests, staff and visitors.

The above said discontinuances of the services and facilities shall not be restored till such time the Allottee have made payment of all the dues together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Promoter/ Association to realize the due amount from the Allottee.

#### **34.25 Schedule for possession of the Common Amenities.**

The Promoter assures to hand over possession of the said common amenities progressively. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment/Unit on the ground of non-completion of aforesaid common amenities if the said Apartment/Unit has received the Completion Certificate and the non-completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can reside in the Said Unit. However if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Promoter and the Allottee shall be liable to indemnify the Promoter for any losses which the Promoter may suffer for such acts of the Allottee.

#### **34.26 Further Covenants :**

- 34.26.1** Notwithstanding anything comprises in the foregoing clauses of this agreement, the Allottee/s shall not be entitled to get any such compensation with handing over possession of the Said Apartment from the promoter.

- 34.26.2** If any part or portion of the scheme of development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottees(s) affected by such discontinuation or abandonment will have no right of compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s).
- 34.26.3** If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoter's such other rights, the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.26.4** If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the Instalment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoter completes a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation. The Allottee appreciates that time for payment of Instalments shall always be essence of the agreement and upon the failure of the Allottee to pay the Instalments on time as per the prescribed Payment Plan, the Promoter will become entitled to terminate the allotment/ agreement. Similarly if the Promoter does not deliver on time, the Promoter will be liable to be penalized as described above.
- 34.26.5** The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires and with prior written permission of the Promoter to install some different fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefore.

SCHEDULE 'A'[Property]

ALL THAT piece and parcel of Bastu Land measuring about measuring about 10,777.756 Sq. Metres be the same or little more or less being Premises No. 05-0097 in Street No. 0097 (Erstwhile Plot No. 06 in Block- BG) situated in New Town, Police Station- New Town, District 24 Parganas North Mouza- Mohisbathan, J.L. No. 18, Erstwhile Bidhannagar Municipality, Kolkata-\_\_\_\_\_, butted and bounded by:

ON THE NORTH	:	Street No. 0097 (50 mt. R.O.W);
ON THE SOUTH	:	Street No. 0095 (18 mt. R.O.W);
ON THE EAST	:	Street No. 0124 (33'5 mt. R.O.W);
ON THE WEST	:	HIDCO LAND.

SCHEDULE 'B'[Apartment and Appurtenances]

(a) All that the Apartment, being Residential Apartment No. \_\_\_\_ on the \_\_\_\_ floor, in the Tower \_\_\_\_ of the Residential Segment of the Project known as "Trayam" having a carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less plus area of exclusive balcony/open terrace collectively having built up area of \_\_\_\_ sq. ft. The layout of the Said Apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure "1"**;

(b) All that the Parking Space, being the right to park 1 (one) medium sized car in the \_\_\_\_\_, in the \_\_\_\_\_ admeasuring 135 (one hundred and thirty five) square feet in the \_\_\_\_ level of the Said Complex; and

(c) The Share in Common Areas, being the undivided, impartible, proportionate and variable share and/or interest pro rata share in the Common Areas of the Residential Segment and shared common areas and services described in **Schedule 'C'** below as members of the association, subject to the terms and conditions of this Conveyance.

SCHEDULE 'C'  
 [Price Details & Payment Plan]  
 [Total Price]

Tower No. _____ Apartment No. _____ Type _____ Floor _____	
Cost of apartment	
Cost of exclusive balcony or verandah areas + service area + AC ledge	
Costs of pro rata share of common area	
Preferential Location Charges	

<b>A. Consideration for the Apartment</b>	
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( Rupees \_\_\_\_\_ Only )

<b>B. Other Costs : Extra Development Charges (EDC)</b>	
Transformer Charges & Electricity & Generator Charges (Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project )	
Legal and Documentation Charges	

Association Formation Charges	
Individual Electricity Meter Charges (on actual)	
Club fit-out Charges (Allottee's share of costs, charges, expenses for Club & Infrastructure charges or Activity facilities)	
DG Charges - 3BHK- 1KW-Rs.30/-per Sq.Ft + GST, 4BHK- 1.5 KW-Rs. 30/-Per Sq.Ft + GST	
<b>Price (A+B)</b>	Rs. ___/-

The price of the Apartment including EDC is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), along with applicable Goods and Services Tax (GST), as may be levied from time to time. Accordingly, the total price payable shall be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

#### [Payment Schedule]

The Total Price excluding the Other Costs and Deposits and Taxes shall be paid by the Allottee to the Promoter in Instalments as follows:

On Application	Rs. 5,00,000 + GST
On execution of Sale Agreement (Less Application amount)	10% less Booking Amount + GST + 50% of Legal Charges
On Completion of Foundation	10% + GST
On Completion of Ground floor roof casting	10% + GST
On Completion of third floor roof casting	10% + GST
On Completion of sixth floor roof casting	10% + GST
On Completion of ninth floor roof casting	10% + GST
On Completion of twelfth floor roof casting	10% + GST
On Completion of fourteenth floor roof casting	10% + GST + 1/3 <sup>rd</sup> of Club Charges + 1/3 <sup>rd</sup> of Generator Charges
On Completion of masonry work	10% + GST + 1/3 <sup>rd</sup> of Club Charges + 1/3 <sup>rd</sup> of Generator Charges
On Completion of flooring	5% + GST
On Possession of the Unit	50% of Legal charges + Balance of Club and Generator Charges + Extra Charges and Deposits as applicable

The other costs and charges along with taxes shall be payable by the Allottee in the following manner;

Instalment	Instalment %
ON AGREEMENT	50% Legal Charges + GST
ON COMPLETION OF 14TH ROOF CASTING	1/3rd of Club Charges + 1/3rd of Generator Charges + GST
ON COMPLETION OF MASONARY WORK	1/3rd of Club Charges + 1/3rd of Generator Charges + GST
ON POSSESSION OF UNIT	50 % Legal Charges + Balance of Club & Generator Charges + Extra Charges & Deposits as applicable + GST

### SCHEDULE 'D'

[Specifications]

#### PART - I

SPECIFICATION	
Structure	
SUB-STRUCTURE	Pile foundation
	Diaphragm walls in basement.
	Appropriate waterproofing treatment for basement structure.
SUPER-STRUCTURE	RCC frame structure
	Using minimum of M-25 grade of concrete confirming to IS 456
	Aluform work in typical floors
INTERNAL WALL	aac Block / Fly Ash
TERRACE	Appropriate waterproofing treatment with heat insulation using sun reflective tile.

#### PART - II

<b>SPECIFICATION OF RESIDENTIAL TOWERS OF TRAYAM</b>		
<b>DETAILS</b>		
<b>Foundation</b>	Fortified Pile Foundation, Diaphragm wall & RCC Raft.	
<b>Structure</b>	Earthquake proofing through Seismic Moment Resisting Frame (SMRF System)	
	RCC Shear wall, R.C.C Column, filler wall with AAC Blocks.	
<b>Interior Finish</b>		
<b>Living/ Dinning</b>	Walls	Putty & Primer Finish.
	Floor	Italian Marble.
	Ceiling and Walls	Putty & Primer Finish.
<b>Master Bedroom</b>	Floor	Engineered Wooden Flooring/ Parquet.
	Ceiling	Putty & Primer Finish.
<b>Other Bedrooms</b>	Floor	Vitrified Tiles.
	Ceiling and Walls	Putty & Primer Finish.
<b>Balcony/Service Balcony/Private Terrace</b>	Floor	Stone/Tiles.
	Ceiling	Putty & Primer Finish.
	Railing	Seamless AL/SS & Glass Balustrade Railing.
<b>Exterior Finish</b>	High Quality Acrylic base paint	
<b>Kitchen</b>	Dado	Ceramic Tiles upto 600 mm height above Kitchen Counter.
	Floor	Vitrified Tiles.
	Ceiling	Putty & Primer Finish.
	CP Fittings	Branded CP Fittings with Hot and cold mixing arrangement.
	Counter Slab	Granite.
	Sink	SS with drain- board.
<b>Toilets</b>	Dado	Vitrified Tiles upto False Ceiling height.
	Floor	Anti-Skid vitrified Tiles.
	Ceiling	False-Ceiling and Painting
	Sanitary ware- EPWC & Wash Basin	Branded Fittings
	CP Fittings	Branded CP Fitting with Hot and cold mixing arrangement.

	Other Toilet Accessories	Branded Fittings
<b>Windows</b>	Powder Coated/ Anodized Aluminium Windows with operable & fixed type combination.	
<b>Doors</b>	Entrance	Wooden Flush Door with Teak Veneer Finish.
	Others	Wooden Flush Door with Laminate Finish.
	Balcony Door	Aluminium frame & Glass Sliding Door.
	Door	Wooden Door Frame.
<b>Electric</b>	Switches/ Socket	Modular Switches of reputed make
	Points	AC Point in living, dining and in all bedrooms. Doorbell points at the main entrance door. Adequate Electrical points in all bedrooms, living/dining/ kitchen and toilet.
	Wiring/ Cables	Cable TV in living / dining and master bedroom.
<b>Lifts</b>	4 Nos. Automatic Passengers Lifts and 2 Nos. Automatic Service Lifts	
<b>Gr. Floor Lobby</b>	G1) Corridor/Lift Lobby Wall	Timber veneer and stone cladding with metal groove.
	G1) Corridor/Lift Lobby Floor	Granite / Marble.
	G1) Corridor/ Lift Lobby Ceiling	False-Ceiling and Painting
	G2) Entrance Foyer Floor	Granite / Marble.
	G2) Entrance Foyer Ceiling	False-Ceiling and Painting
	G2) Entrance Foyer Wall	Timber veneer and stone cladding with metal groove.
<b>Typical Floor Lobby</b>	Lift Lobby/Corridor Walls (6th to 14th)	Timber veneer and stone cladding with metal groove.
	Lift Lobby/Corridor Floor (6th to 14th)	Granite / Marble.
	Lift Lobby/Corridor Ceiling (6th to 14th)	False-Ceiling and Painting
<b>Common and Fire Staircases</b>	Floor & Steps: stone/ Tiles Finish.	Railing: M.S as per design.
<b>Power Back Up</b>	DG & UPS with Inverter for Emergency Lighting for Common Areas are Free and For Apartments at Extra Cost.	
<b>Security System</b>	CCTV Camera.	

AC	Fully Air-Conditioned Flat	Air conditioning in each flats.
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**SCHEDULE 'E'**

**[Common Areas of the Said Project]**

The Common Areas, parts and Amenities for the residential segment are at 3 (three) parts, which are:

**PART I (Shared Common Areas and services):** The Common Portions in Part-I are the areas, services and facilities which are to be shared in common by both Residential and Commercial Segments of the Project which includes the following (if provided at the discretion of the Promoter and meant for use and enjoyment of any of the segments or phases and which may be installed or located in any of the Segments ):

SL. NO.	FLOOR MKD.	DESCRIPTION
1	<b>LOWER BASEMENT LEVEL (B2)</b>	Under Ground Water Reservoir (Including Fire Tank)
2		Water Treatment Plant (WTP) And Fire Pump Room
3		Sewage Treatment Plant (STP)
4		STORE ROOM -1 (House Keeping Consumable Items And Equipment)
5		STORE ROOM -2 (Electromechanical Equipment)
6		STORE ROOM -3 (Oil And Lubricant)
7		Electrical Room
8	<b>UPPER BASEMENT LEVEL (B1)</b>	Under Ground Water Reservoir (Including Fire Tank)
9		Sewage Treatment Plant (STP)
10		Isp and Server Room
11		Store Room (Multipurpose Utility)
12		Cctv and Electrical Room

13	<b>GROUND FLOOR LEVEL</b>	Garbage and Compactor
14		Fire Command Center Room (FCC)
15		Fire Kiosk Area
16	<b>SITE LEVEL</b>	Diesel Generator Space (DG)
17		Internal Road
18		Plantation Area

**PART-II:** Those which are to remain common to and exclusively used by the Apartment Promoters of the Residential Segment.

**EXCLUSIVE SERVICES FOR RESIDENTIAL SEGMENT :-**

SL. NO.	FLOOR MKD.	DESCRIPTION
1	<b>LOWER BASEMENT LEVEL (B2)</b>	UPS Room
2	<b>GROUND FLOOR LEVEL</b>	Residential Transformer Room And Substation

**PARKING FOR RESIDENTIAL :-**

SL. NO.	FLOOR MKD.	DESCRIPTION
1	<b>LOWER BASEMENT LEVEL (B2)</b>	Parking Area
2		Drive Way

**PART-III:** Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads, lighting equipment, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Project including its boundary walls and/or fences, water

body etc. shall be deemed to be common portion only of the project and common to its Apartment Promoters and users.

#### CLUB

A 'Club' for some of the facilities as committed in this Schedule shall be for exclusive use of the Allottees of Residential Segment of the said Project and shall be set up as part of the said Project the location whereof may be changed by the Promoter who will also have the right to modify the location of the amenities and facilities at the Complex and within the said Club. The Promoter will have the right to hand over the club to the Apex Association upon completion of the Project or the Complex. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation but the facilities committed will not be curtailed. The Allottees of Residential Segment shall automatically be entitled to become members of the Club, and the Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. The club will be operational after the completion of the last phase of the Project, even though possession of Building Blocks will be given in phases. The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations. It is clarified that certain facilities, areas and installations in the Club shall be made available on a pay and use basis. The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the facilities will be formulated by the Promoter or the Property Management Agency, as the case may be in due course and circulated to members before the Club is made operational. There may be changes in future to the terms which are presently circulated.

[a] If any Allottee becomes a member of the Club and in the event any Allottee leases or rents out his/her/its Apartment Unit, it will be mandatory of such Allottee to notify the Club Manager / Maintenance-in-Charge of such leasing/renting. The Allottee will thereafter be barred from using the Club/Common facilities till such time he/she/it is back in possession of the Apartment and its lessee/tenant will be entitled to utilize the Club / common facilities as per rules. The Allottee and the lessee/tenant both cannot be a member of the club simultaneously.

Club Scheme: The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / facilities will be formulated in due course and circulated to the Allottee (Club Scheme).

- a) The Allottee will be required to abide by the Club Scheme;
- b) Membership of the Said Club shall also be open only to all allottees/occupants of the Project besides the Promoter and 71 members of the Promoter.
- c) Each Apartment can opt for 1 (one) membership, irrespective of the number of Promoters/lessees of such Apartment
- d) Membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of its Apartment, who, for all purposes, shall be treated as the member of the Club

- e) The Club can be used by the member and his/her immediate family who are permanently staying with the member such as spouse, children, parents, brothers and sisters [the names and details of such family, members have to be intimated by the Allottee to the Club Manager as and when required by the Club Manager
- f) Members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees.
- g) In the event of sale/transfer of the Apartment, the membership will stand transferred to the new buyer/allottee and the new Promoter/lessee may be nominated/granted a new membership at the then applicable terms and as per the rules and regulations of the Club then in force
- h) If an Allottee lets out his/her Apartment, he/she may request a temporary suspension of his/her usage right of the Club and permission for usage of the Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee; and
- i) The acceptance by the Allottee of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Said Apartment.

The allottees of the Complex are required to pay charges for the Club and also monthly subscription charges for maintenance. The maintenance of Club / facilities which are common to the entire complex will be proportionately paid by the Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be. Allottees of every phase will be entitled to use the Club as and when they get possession. Club Maintenance and other facilities Charges will be borne proportionately by all the Allottees who will get possession phase by phase till the Complex is handed over to the Apex Association i.e. monthly club charges will be calculated on the basis of the following formula: total club and other facilities expenses / total sq.ft. of all the Allottees who have got possession.

GST and all other taxes as applicable will be charged extra on the above said charges. Detailed terms and conditions of membership and rules and regulations governing the usage of the club will be formulated in due course and circulate to members before the Club is made operational. All the members will have to abide by these rules and regulations. The intended facilities of the club outlined in the application kit are tentative and may vary at the sole discretion of Promoter.

## SCHEDULE - F

### [PART-I]

#### [DEFINITIONS]

1. "Act" means the Real Estate (Regulation and Development) Act, 2016;

2. **"Additional Charges"** shall mean the additional charges mentioned in **Part I of Schedule G** which are to be paid by the Allottee in addition to the Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
3. **"Amenities"** shall mean the amenities provided by the Promoter for the use and enjoyment of the Allottees. The description of the tentative amenities and/or facilities in the Residential Segment is as given in the SCHEDULE - E below to be provided progressively with development of each segment as and when completed. No substantial or significant changes will be done. Since the entire Project will be developed Block-wise, the description and location of the Common areas / amenities pertaining to the entire Project may change but so far as the Residential Segment is concerned, no change will take place and facilities will not be curtailed and will be timely delivered. The amenities and facilities mentioned herein shall be of exclusive use of the Allottees of Residential Segment and Allottees of Commercial Segment shall not have any right to use of the same.
4. **"Apartment"** shall mean any apartment (including the bathrooms, balcony, servant's room, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed;
5. **"Apartment Owner"** shall, according to the context, mean all allottees and/or intending allottees of different Apartments in the Buildings and shall also include the Promoter (and subsequently their transferees) in respect of such Apartments as may be retained and/or not alienated and/or not agreed to be alienated by them;
6. **"Apartment Unit"** shall mean any Apartment (including the bathrooms, balcony, servant's room, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed by any Apartment Owner, the right, if any, to park a in a Car Parking Space and the right to use and enjoy the Common Areas;
7. **"Association"** means the associations formed by the Allottees from the residential and commercial segments registered under the WB Apartment Ownership Act 1972 or any other legal entity constituted by the Allottees in both the segments for the purpose of maintenance and administration of shared common areas and amenities and facilities provided in the whole Project meant for common use of the allottees of both residential and commercial segment while independently retaining control of its own internal affairs and administration in respect of the Shared Common Areas and Facilities as mentioned in Schedule-E for which they are formed.
8. **"Architects"** shall mean the Architect appointed or to be appointed from time to time by Promoter for the purpose of planning, designing and supervision of the construction of the Building(s).

9. **"Buildings"** shall mean the new buildings comprising of residential and commercial Apartments, Car Parking Spaces and Common Areas and Facilities and other constructions to be constructed on the Premises by the Promoter in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Promoter from time to time wherever the context so permits;
10. **"Built-Up Area"** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, if any, balcony, if any, servant's room, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment;
11. **"Carpet Area"** shall have the meaning as ascribed to it under the Act;
12. **"Car Parking Spaces"** shall mean the spaces either covered or open or in open land, sufficient in size for parking of car, trucks, two wheelers or cycles, in respect of which right to park shall be allotted by the Promoter, in the (i) basement of the Buildings, (ii) open parking on the ground level, (iii) Mechanical Car Parking System and (iv) covered parking on the ground floor;
13. **"Commercial Segment"** shall be the non-residential portion of the Project meant for and to be utilized for commercial purposes only including retail and office space and other commercial area which may inter-alia have provision for: bank/ ATM, Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour, Banquets, Medical Stores etc. However, it shall be the sole discretion of the Builder/Promoter to allot number of stores for various purposes for Value or consideration to be received only by Builder/ Promoter.
14. **"Common Areas and Facilities"** shall mean the areas and facilities mentioned in **Schedule E** hereto which shall be used and enjoyed in common by the Allottees of the Residential Segment;
15. **"Common Expenses"** shall mean all costs and expenses for the management, maintenance and upkeep of the Buildings, the Mechanical Car Parking System, the Common Areas and Facilities designated for the Residential Segment along with the and the expenses for Shared Common Areas and Common Purposes including those mentioned in **Schedule I**;
16. **"Common Purposes"** shall include the purpose of maintaining and managing the Premises, the Buildings, the Mechanical Car Parking System, the Common Areas and Facilities, rendition of services in common to the Allottees of the Residential Segment, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of Residential Segment and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas

and Facilities in common meant for use by the Allottees of the Residential Segment;

17. **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roofs of the Buildings, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment, along with the Lift Machine Room and the water tank thereon which only shall form part of the Shared Common Areas;

18. **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Promoter in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all of the Allottee’s obligations, paying and depositing all amounts in time and not committing any breach or default;

19. **“Deposits”** shall mean the deposits to be made by the Allottee as mentioned in **Part II of Schedule G** and shall also include any other amount that the Allottee may be required to deposit;

20. **“Force majeure”** shall mean any of the following events/circumstances or combination thereof;

- (a) Natural calamities including, but not limited to, flood, war, fire, drought, tornado, avalanche, earthquake, riot, storm, tempest or exceptionally adverse weather conditions and other natural disasters;
- (b) Explosions or accidents, air crashes, nuclear radiation, sabotage;
- (c) Strikes or lockouts in government departments causing delay in obtaining approvals or general strikes and labour unrest/ disputes;
- (d) Civil war, civil commotion, uprising against constituted authority, riots, insurgency, embargo, revolution, acts of terrorism, military action, vandalism, rebellion, insurrection, acts of hostile army;
- (e) Pandemic or Epidemic, any act of god, lockdown or commission beyond the control of the party affected thereby viz. drainage, water and power connection and non - availability of essential materials like cement, steel etc. required for the purpose of construction or any other act or commission or circumstances beyond the control of the developer;
- (f) Delay caused due to any claim, challenge or objection to the Project on the rights of the developer on the subject plot and/or the Project, and/or delay caused by the authority in granting the approvals;
- (g) Acts orders passed by government and other authorities, Courts, tribunals which suspends/ stops the development of the Project and the course of or stop, thwart, prevent, interrupt or breach the supply and/or provision of any material and/or power, which is instrumental to the continuance of this development agreement;

- (h) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the subject plot which renders liable or endangers the health and safety of either party or the general public;
- (i) any change in law or litigation adversely affecting the development of the Project including court injunction orders;
- (j) the occurrence of any event or unforeseen circumstances arising as a result of the non-fulfilment of owner obligation or otherwise affecting the development of the Project but does not include any action taken due to failure of the developer to perform its obligation which is beyond the control of the developer as enumerated in the points (a) to (i) above;
- (k) the occurrence of any event or unforeseen circumstances arising as a result of the non-fulfilment of Developer obligation or otherwise affecting the development of the Project but does not include any action taken due to failure of the developer to perform its obligation which is beyond the control of the developer as enumerated in the points (a) to (i) above

21. **Limited Common Areas and Facilities** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the SCHEDULE - E. The Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement, if any, shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment, Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated Terrace space in Third floor, Roof or a terrace appurtenant to any particular Unit or Building Block on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas as defined.

22. **"Maintenance Agency"** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings and Common Areas and Facilities;

23. **"Maintenance Charges"** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;

24. **"Mechanical Car Parking System"** shall mean the mechanical car parking system having Dependent or Stack Car Parking System installed at the Premises comprising of separate sets of parking cars, each set having 2 levels for parking of 2 cars (1 above and 1 below), and the two car parking spaces in each set may be allotted to 2 different Apartment Owner to be used by them in co-operation and co-ordination with each other and the term Mechanical Car Parking System shall mean and include all equipment, appliances, accessories thereof and the electricity and other connections thereto;

25. **"Notice for Possession"** shall mean the notice to be issued by the Promoter to the Allottee in terms of Clause 7.2;
26. **"Project"** shall mean the work of development of an integrated real estate project on the Project Land presently named as "Trayam", comprising of a 2B+G+14 storeyed building wherein the 6<sup>th</sup> to 14<sup>th</sup> floors of two Towers earmarked as Tower "A" and "B" shall consist of residential apartments alongwith the Residential Common Areas, Amenities and Facilities (the **"Residential Segment"**), and the 6<sup>th</sup> to 12<sup>th</sup> floors of another Tower earmarked as "Office Tower/Block" shall consist of commercial (office) spaces/ units, alongwith the entire ground to 5<sup>th</sup> floor earmarked as "Retail Tower/Block" shall consist the commercial (retail) spaces / units (collectively the **"Commercial Segment"**), and the car parking spaces, other built-up areas or spaces and other the Project Common Areas, Amenities and Facilities;
27. **"Regulations"** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
28. **"Residential Association"** shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Promoter and the representatives of all the buyers of Residential Segment and which shall be formed or incorporated for controlling and managing the administration of the common areas exclusively designated for the residential segment with such rules and regulations as shall be framed by the Promoter;
29. **"Residential Segment"** shall be the residential towers/blocks of the Building being 6<sup>th</sup> to 14<sup>th</sup> floors of two Towers being earmarked as Tower "A" and "B" comprising of all residential apartments alongwith the Residential Common Areas, Amenities and Facilities.
30. **"Retained Area"** shall mean the demarcated area in any portion of the Project area being retained by the Promoter for its own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as it may deem fit and proper.
31. **"Shared Common Areas"** shall mean such areas, installations, services, amenities and facilities as mentioned in Part-I of Schedule-E written hereinabove which are to be shared in common by all the allottees of both Residential and Commercial Segments and the same being common to both the segments shall be used and availed of and mutually shared by all the allottees of the Project.
32. **"Sinking Fund"** shall mean the fund comprising of the amounts to be paid / deposited and/or contributed by each Apartment Promoter, including the Allottee herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and Facilities and other contingencies and

which shall be transferred by the Promoter to the Maintenance Agency after adjustment of all dues of the Promoter including towards Maintenance Charges, Common Expenses, etc.;

33. **“Super Built-Up Area”** will mean the Carpet Area plus Veranda/balcony thickness of all walls of the Unit and common portions like all amenities, facilities, sporting facilities, landscape areas, service road and common passages if built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mummy rooms, drivers’ and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and façade and common roof, maintenance offices or stores, security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Promoter and Allottee in this agreement of Sale for which proportionate cost has been collected from the Allottees.

34. **“Total Price”** shall mean the total consideration, the Extras and Charges and the applicable Goods and Services Tax (GST) as mentioned in Schedule C payable by the Allottee for purchase of the said Apartment Unit ;

**[PART-II]**  
**[INTERPRETATIONS]**

For the benefit of the Allottee a list of important points pertinent to this Agreement are briefly stated hereunder for a clear interpretation:

Sl.	Subject & Interpretation Clause
1.	<b>GST ON MAINTENANCE :</b> All Unit Owners (Allottee) shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendors’ Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this , the Unit Owner also has to pay GST on the amount of Bill raised for Common Maintenance Charges every month as applicable.
2.	<b>INDIRECT TAXES AND LEVIES :</b> The Allottee shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Allottee. All Direct Taxes in respect of Profit (if any) earned from the development and sale to the Allottee shall be borne by the Promoter.
3.	<b>POSSESSION AFTER COMPLETION :</b> After obtaining Completion Certificate/partial completion certificate from the Competent Authority upon submission of the approval

	<p>certificate from the technical specialists like the Architect, Structural or Foundation Engineers or others, if any, as per statute or otherwise signifying that the Unit/building is ready and habitable, the Promoter shall issue Notice of Possession to the Allottee whereupon the Allottee has to take possession immediately and not later than 15 days as the 15th day will be considered as 'DEEMED POSSESSION' and immediately the Allottee becomes liable to pay Maintenance Charges. Besides If the Allottee does not take possession of the flat on or within 15 days from the date of Notice of possession guarding charges will be applicable. The work approval certificates issued by the technical specialists required for the issue of CC / partial cc shall be construed as a defect-free completion of the building and any claim by the Allottee or his consultant shall not be entertained or shall not be a valid ground for refusal of accepting possession by the Allottee. Possession cannot be delayed on the pretext of minor defects or some common area work is still continuing. If there be any minor defect the Promoter will rectify it. The Promoter will rectify all constructional defects over the next five years so there is no logical ground available to the Allottee for delaying possession. If the Unit Promoter himself wants to get the work done he can give prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. At the time of handover, the customer will have to make the final payment and take handover of his flat. If the Allottee has requested for some extra work /modification and Promoter has agreed to complete such work, completion of this work will not be necessary for taking possession of the Flat and the Builder will do such work only after possession is taken by the Allottee. The same principle shall apply when the Common areas will be handed over to the Association of Apartment Promoters who cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association may also get the work done by itself by giving prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. Some facilities may be provided or installations made after the entire complex has received CC.</p>
4.	<p><b>NORMAL WEAR AND TEAR :</b> It may be noted that there may be some normal wear and tear of the building through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks , localized dampness as a percentage of human error within normal limits and is a natural occurrence since buildings are manmade and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account before CC is granted. Hence, the appearance of minor faults at a time lag is natural. In spite of all that promoter will rectify all the defects for five years. These defects will not imply any fault on the part of the Promoter. Repairing cost of False ceiling will be part of Maintenance expense</p>
5.	<p><b>ADDL. CONSTRUCTION IN FLATS/APARTMENTS/ UNITS :</b> No Additional Construction on the exterior of Buildings or apartment is permissible. No internal changes allowed and Allottees cannot request Promoter for even minor modification as per rules as the Allottee can</p>

	<p>get it done only after getting possession. No request for change will be entertained by the promoter as that would delay project completion since it requires re-sanction without which we will not get the completion certificate (CC).</p>
6.	<p><b>RETAINED AREA OF THE PROMOTER :</b> The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as it may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses.</p>
7.	<p><b>PHASE OR BLOCK-WISE FACILITIES AND AMENITIES :</b> In large projects, the provision of various Facilities and Amenities is done block-wise or phase-wise. In some cases provisioning of all Facilities may take several years. While some Facilities may be provided in the initial phase there may be others which will come as the construction of the Complex progresses to subsequent phases.</p> <p>Sometimes the Promoter may later decide to provide some additional Facilities or add installations which were not earlier planned. In such cases the Allottees shall not object on the ground that the Common expenses may increase. There can also be a situation where due to adverse market condition the Promoter is forced to abandon a subsequent phase. In such cases also the Allottees shall not have any right to object. It is however assured that even if any phase is abandoned the committed facilities shall be provided.</p> <p>The Allottee shall not have any manner of right , title or interest in respect of the specified facilities , save and except the right to use and enjoy and /receive certain common services of/from the said specified facilities , subject to the timely payment of the Maintenance Charges.</p>
8.	<p><b>CHANGE IN ALLOTMENT :</b> If Allottee wants to change his allotted Flat and shift to another he has to first cancel the present allotment and Re-book a new flat which is available at a new price. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Allottee.</p>
9.	<p><b>AMOUNT OF MAINTENANCE CHARGES IS AN ESTIMATE ONLY:</b> The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate figure is not a commitment. The said amount is subject to inflation increases as per market factors (currently estimated @7.5 to 10 % per annum). The Unit Owners will be liable to pay the Maintenance Charges that will be worked out by the Maintenance In Charge at the end of the year. Audited accounts will be furnished by us.</p>

10.	<p>HANDLING OF FURNITURE AND OTHER OBJECTS : The Unit Owners shall use the passenger service Lift only for passenger travel and light and small goods only and not for carrying furniture or other objects which may cause damage to the lift. In special cases permission may be granted but only after receiving written assurance from the Unit Promoter that he undertakes to repair the lift if any damage is caused.</p>
	<p>Secondly, while making furniture, fixture or affixing anything within the Unit if any damage is caused to the floor or the wall the Promoter will not be responsible. That is why it is advised that the Allottee should check whether there is any dampness or cracks prior to embarking on these work. Otherwise Promoter will not be liable to rectify any defect.</p>
11.	<p>PLACEMENT OF DG, TRANSFORMERS ETC.: Placement of Transformers, DG, air-conditioners etc. shall be done as per the advice of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused</p>
12.	<p>DELAY IN SUPPLY OF ELECTRICAL POWER : Sometimes due to procedural reasons there may be a delay in obtaining electrical power connection to the Complex. In case of such delays, till such time the connection is obtained the Promoter assures that power shall be made available from the DG. In such cases Promoter's Sub-meter shall be installed and Buyer will pay per unit cost of electricity as per electricity company rate. Additional cost if any will be at the cost of the Promoter during the interregnum.</p>
13.	<p>MARKETING COLLATERALS : The images shown in Marketing collaterals for flat with all furniture items, electronic goods, amenities etc provided thereon may not represent all the different types of Flats in the Complex but is only a representative specimen of limited type of Units solely intended for the purpose of giving out an idea of the kind of internal, specification, pipes some fitments as described in Specification Schedule 'D'(not furniture and fixture) etc and neither will it be a matching replica of the Flat Unit which the Customer intends to purchase nor will it be matching in its layout.</p>
14.	<p>TILING/FLOORING/WALLING : Secondly, in case the tiling/floor within any flat unit gets affected and there is a need to change some of the tiles, despite the best efforts the Promoter may not get the exact replacement of the tile as there may be a very marginal difference in tenor or appearance with the existing tiles. The same may happen if a hairline crack or crevice is repaired the color to be applied at the affected place may slightly differ with the existing color scheme and the Allottee agrees to accept these unavoidable minute differences.</p>
15.	<p>NAME OF THE COMPLEX : In the perception of the Promoter in a rare case in future there may arise the necessity to change the name of the Complex . In such cases the Unit Owners shall not object to change of name and if need be, the Promoter is prepared to comply with any legal requirement, if any, in this regard.</p>

	The Allottee agrees and undertakes to cause the Association/ Apex body to ratify and confirm that the name of the Building Complex shall not be changed without the prior written consent of the Promoter.
16.	FORCE MAJEURE : If the completion of the said Apartment is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons beyond control are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to handover the said Apartment due to Force Majeure conditions or reasons beyond control, then this allotment shall be terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 90 days from the date of termination or within such further time as may be agreed between the parties. The liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Promoter.

## SCHEDULE G

### [PART I]

#### [ADDITIONAL CHARGES AND DEPOSITS]

The following are not included in the Total Price and the Allottee has agreed and undertakes to additionally pay each of the following within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any objection whatsoever regarding the same:

- (i) Goods and Services Tax (GST) payable on the Total Price/ Agreed Consideration and/or on construction / sale/ transfer of the said Apartment Unit to the Allottee and/or on any amount payable by the Allottee under this Agreement or pursuant hereto including on the Additional Liabilities and the Deposits and payments of the same shall be made on or before the date the same is payable as per law or along with the payment of the respective instalment or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said

Apartment Unit in favour of the Allottee.

(iii) Stamp duty and registration fee together with miscellaneous and incidental costs, charges and expenses for registration of each document and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and/or the Common Areas and Facilities and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time.

(iv) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications and/or the Common Areas and Facilities, including the costs, charges and expenses for revision/registration of the Plans in relation to the said Apartment.

(v) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction.

(vi) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Buildings and/or the Premises.

(vii) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

(viii) If any additional KVA is required by the Allottee and the Promoter agrees to provide the same, the Allottee shall be liable to pay additional charges for the same.

(ix) Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.

(x) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.

(xi) Security Deposit and other expenses as may be required by the electricity provider for individual meter in respect of the Designated Apartment directly with the such provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.

(xii) Fixed miscellaneous charges for each instance of registration of this Agreement and/or any other contract and/or Sale Deeds, which shall be paid by the Allottee to the Promoter.

(xiii) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.

(xiv) None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor shall they be refundable except in the manner and to the extent applicable on the termination of this Agreement in terms hereof.

**[PART II]****[DEPOSITS]**

The following Deposits are not included in the Total Price and the Allottee has agreed and undertaken to additionally pay each of the same within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any objection whatsoever regarding the same:

- (i) Advance Maintenance charges deposit being amount payable as deposit with the Promoter as and by way of advance amenities/maintenance charges deposit @Rs.5/- per square feet of Super Built Up Area for 24 months shall be payable to the Promoter on or before the Date of Possession. Such deposit shall be adjustable against
- (ii) Deposit for Sinking Fund being the amount payable towards provisional maintenance corpus/sinking fund @ Rs. 100/- per square feet of Super Built Up Area shall be payable to the Promoter on or before the Date of Possession.
- (iii) Security Deposit for electric supply/ individual meter for the said Apartment as per actual payable to the electricity supply authority.
- (iv) Security Deposits for any other item in respect of which payment is to be made by the Allottee under Part I.
- (v) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

**SCHEDULE H****[Allottee's Covenants & House Rules]**

The Allottee has agreed undertaken and covenanted to:

1. Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
2. Permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
3. Deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
4. Use and occupy the said Apartment Unit only for the purpose of residence and for no other purposes;
5. Use the Common Areas and Facilities without causing any hindrance or obstruction to other Apartment Promoter and occupants of the Buildings;
6. Be responsible for the maintenance of the said Apartment Unit and to immediately replace

and/or repair any damage which may occur to the same at his/its own cost;

7. Keep the said Apartment and partition walls, sewers, drains, pipes, cables, wires, etc. thereon in good and substantial repair and condition;
8. In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and Facilities for any purpose and also not to make any form of alteration to the external façade of the Buildings;
9. Maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. /- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at his own costs within 15 days from being called upon to do so by the Promoter;
10. Use and enjoy the Common Areas and Facilities only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
11. Sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electricity Supply Authority in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment Unit and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
12. Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment Promoter. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter / Association of Allottees (upon formation).
13. Bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;
14. Pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the said Apartment wholly and the Buildings and the Premises proportionately and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the Corporation;
15. Pay for other utilities consumed in or relating to the said Apartment Unit;
16. Allow the other Apartment Promoter the right to easements and/or quasi- easements;
17. Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes, land revenue and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
18. To make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all other taxes payable by the Allottee in terms of this Agreement;

19. Observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and
20. Use the Car Parking Spaces for parking of cars without making any construction over the same and to ensure that each Car Parking Space can be used for parking only and not for any other purpose such as to store articles, goods and materials;

The Allottee has further agreed and covenanted:

1. Not to damage, demolish or cause to be damaged or demolished the said Apartment Unit or any part thereof;
2. Not to store any heavy article inside the said Apartment that may cause damage to the flooring in any manner;
3. Not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature;
4. Not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission/sanction from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement;
5. Not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and Facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
6. Not to put or install any letter box, neon-sign or any other board or hoarding, any other signage, notice or advertisement in the Common Areas and Facilities or on the outside walls/facade of the Buildings.
7. Provided However that a decent sign board on the outface of the main door of the said Apartment Unit may be put;
8. Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstances;
9. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
10. Not to make or permit or play any disturbing noises or loud sounds or music in the said Apartment Unit and/or the Common Areas and Facilities and/or the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;
11. Not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc.;
12. Not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/ Association;
13. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
14. Not to decorate the exterior of the Buildings and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Apartment otherwise than in the manner agreed by the Promoter in writing or in the manner

as near as may be in which it was previously decorated or deviation or which in the opinion of the Promoter may affect the elevation of the Buildings;

15. Not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other Common Areas and Facilities or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
16. Not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other Common Areas and Facilities of the Buildings;
17. Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
18. Not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas and Facilities in respect of the same;
19. Not to claim any right over and/or in respect of any terrace or roofs (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises reserved or intended to be reserved by the Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;
20. Not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or any neighboring property to any risk of fire or any accident;
21. Not to object to or hinder sanction of further/additional vertical/horizontal or other constructions and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;
22. Not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;
23. Not to object, obstruct or create any hindrance to the use of the Common Areas and Facilities particularly those mentioned in Schedule E by the Promoter and occupiers of all Apartments and/or other spaces of the Project as also the Additional/Further Constructions as also the Adjacent Property;
24. Not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
25. Not to cover the Common Areas and Facilities, fire exits and balconies/terraces (if any) of the

said Apartment;

26. Not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas and Facilities in any manner whatsoever;
27. Not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any;
28. Not to sell, transfer, let out or part with right to park in the said Car Parking Space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
29. Not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, coaching centre, music or dance centre, repairing centre, commercial guest house, spa, massage parlour, Club, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
30. Not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
31. Not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and the Premises;
32. Not to keep or harbour any bird or animal in the Common Areas and Facilities of the Premises and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the said Apartment and/or the Premises or on any portion thereof;
33. Not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;
34. Not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air-conditioner;
35. Not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
36. Not to install any false ceiling in the said Apartment Unit without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
37. Not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
38. Not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas and Facilities;
39. Not to attach or hang from the exterior of the Buildings on any side any radio or television aerial or TV /Satellite Dish Antenna;
40. Not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment Unit;

41. Not to object to the installation, erection and display of neon sign boards of the Promoter on the roofs (including the Common Roof Area) of the Buildings at all times;
42. Not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Promoter/occupiers of the Premises and/or the neighborhood;
43. Not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;
44. Not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees in respect of other Apartments and/or the Premises;
45. Not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;
46. Not to change the Project name and its logo under any circumstances whatsoever;
47. Not to use the said Apartment Unit and/or the Common Areas and Facilities for public worship and/or public religious activity or purpose and/or for gathering of people for worship or religious activity or purpose provided however that nothing herein contained shall prevent the Allottee from conducting private worship in a portion of the said Apartment Unit; and
48. not to install any mechanical car parking system on any part of the Premises.

## SCHEDULE I

### [COMMON EXPENSES]

1. **Association:** Establishment and all other capital and operational expenses of the Association. All expenses and outgoings for preparation and registration of Deed of Transfer for transfer of undivided proportionate title in the Common Areas and Facilities including the said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
2. **Common Utilities:** All costs, charges, expenses and deposits for supply, operation, maintenance, repairs, etc. of common utilities.
3. **Electricity:** All charges for the electricity consumed for the Common Purposes and in respect of the Common Areas and Facilities, amenities and installations of the Project including operation of the common machinery, equipment and installations.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Areas and Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re- building, re-constructing, lighting and renovating the Common Areas and Facilities of the Premises, including the exterior or interior (but not inside

any Apartment) walls of the Buildings.

6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas and Facilities of the Premises, lifts, generator, common lights, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto.

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

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

9. **Mechanical Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keep of the Mechanical Car Parking System including periodic maintenance, repairs, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation, electricity costs for operations as also ancillary or incidental expenses regarding the Mechanical Car Parking System, etc.

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

Notwithstanding anything to the contrary contained elsewhere in this Agreement it is made clear that although the Mechanical Car Parking System is not part of the Common Areas and Facilities, all expenses regarding the same shall form part of the Common Expenses and the Allottee is hereby expressly agreeing to pay the proportionate costs for the same irrespective of whether the Allottee has facility of parking thereat.

## SCHEDULE J

### [RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION]

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

b) The Maintenance Charges payable by the Allottee with effect from the Date of Commencement of Liability, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/ Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the

Promoter from time to time subject to a minimum of Rs. /- per square feet of super built-up area per month for the said Apartment Unit together with applicable Goods and Services Tax.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.

d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing. The Allottee also admits and accepts that apart from the above, there shall be a charge over the said Apartment Unit in respect of all outstanding dues of the Allottee including on account of Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other amounts payable by the Allottee and such charge may be enforced by the Maintenance Agency/Association and in any event the Allottee shall not be entitled to sell, transfer, lease out grant tenancy or otherwise deal with or dispose off the said Apartment Unit until all such outstanding dues are paid in full along with interest thereon and no due certificate is obtained from the Maintenance Agency/Association. In case of breach of this condition, besides other legal consequences and remedies, the Maintenance Agency/Association shall be entitled to recover the same from the transferee/occupant.

e) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.

f) The Allottee shall co-operate with the other Apartment Promoter, the Promoter and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Promoter and/or the Maintenance Agency for the Common Purposes.

Agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoters at Kolkata in the presence of:

WITNESSES:

1. Signature

2.

Name Address Signature Name Address

photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoters at Kolkata in the presence of:

WITNESSES:

3. Signature 4. Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee at Kolkata in the presence of:

WITNESSES:

5. Signature

Name

Address

6. Signature

Name Address

For & on behalf of  
The Peerless General Finance & Investment Co. Ltd.

  
Authorized Signatory