

SALE AGREEMENT

THIS AGREEMENT FOR SALE IS MADE ON THIS THE DAY OF _____ TWO THOUSAND AND TWENTY FIVE BETWEEN MR. SHYAMAL CHANDRA MONDAL (PAN No. BLHPM 4099Q and AADHAAR No. 8242 1273 2340), son of Mr. Panchu Gopal Mondal, by faith Hindu, by occupation Business, residing at Sonarpur Saheb Para, Mondalpara, Post Office and Police Station Sonarpur, District South 24 Parganas, hereinafter called and referred to as the “OWNER” (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

BR GROUP, a sole proprietorship concern having its registered office at the premises no. 14E, Bondel Road, Kolkata 700 019, Police Station Karaya, Post Officeduly represented by its sole proprietor namely, **MR. ROHIT BANKA (PAN NO. AFPPB1775H and AADHAAR No. 2490 2572 5976)**, son of Mr. Raj Kumar Banka, aged about 42 years, by faith Hindu, by occupation Business, residing at the premises no. 35/1, Chowringhee Road, Kailash Buildiing, Kailash Building, Kolkata 700 071, Police Station Shakespeare Sarani, Post Office Middleton Row, West Bengal and hereinafter called and referred to as the “**PROMOTER**” (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART**.

AND

(1) _____, son of _____, by occupation _____, having Income Tax Permanent Account Number ----- and Aadhar Number _____ by religion Hindu, Citizen of India, residing at _____, Police Station _____, Post Office _____, Kolkata 700 _____, _____ and hereinafter jointly referred to as “**THE ALLOTTEE/S/PURCHASER/S**” (which terms and expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and permitted assigns) of the **THIRD PART**.

The Owner, Promoter and the Allottee/s/Purchaser/s are hereinafter collectively referred to as the “Parties” and individually as a “Party”. Words defined in **SCHEDULE “F”** shall have the meaning mentioned therein.

WHEREAS the Owner and Promoter have represented to the allottee/s/Purchaser/s that:

- A. The Owner is the absolute lawful Owner of and seized and possessed of and/or otherwise fully and sufficiently entitled to the said Land described in **SCHEDULE- H** hereto. The devolution of title in favour of the Owner in respect of the said land is as mentioned in **SCHEDULE-I** hereto.
- B. The Owner has entered into the Development Agreement on 27th

September, 2023 duly registered with the Office of the Registrar of Assurances at Calcutta and recorded in Book no. I, Volume no. 1904-2023, Pages 835688 to 835720, Being no. 190414802 for the year 2023 with the Promoter for the development of the said land.

- C. The said Land is earmarked for the purpose of building a residential cum multi- storied building and the Project has been named “_____”.
- D. The Promoter herein is fully competent to enter into these presents and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said property on which the project is to be constructed have been completed.
- E. The Parties are fully competent to enter into this Agreement.
- F. The Rajpur Sonarpur Municipality has sanctioned the Plan for development and construction on the said Land vide Building Permit no. dated
- G. The Promoter has obtained the sanctioned Plan for the Project from the Rajpur Sonarpur Municipality. The Promoter agrees and undertakes that it shall not make changes to the Plans that have been sanctioned in compliance with the laws as applicable and/or as provided herein save and except permissible under the laws applicable thereto.
- H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on _____ under registration number _.
- I. The Allottee/s/Purchaser/s had applied for an apartment in the Project and has been allotted on the General Terms and Conditions agreed between the parties all that piece and parcel the said Apartment/Unit described in **SCHEDULE-A** and the floor plan of the said Apartment/Unit is annexed hereto and marked as **SCHEDULE-B**.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Allottee/s/Purchaser/s has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
 - (i) The title of the Premises and the documents relating thereto;
 - (ii) The Ownership right, title and interest of the Owner in respect of the Premises and the said Apartment/Unit;
 - (iii) The Plans and the necessary approvals and permissions;
 - (iv) The right, interest and entitlement of the Promoter as the developer in respect of the Premises; and
 - (v) The Carpet Area, Built-up Area and Super Built-up Area of the said Unit/Apartment.
- L. The Allottee/s/Purchaser/s under takes and covenants not to raise hence forth 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 these presents with full knowledge of all the 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 agrees to sell and the Allottee/s/Purchaser/s hereby agrees to purchase the said Apartment/Unit described in **SCHEDULE-A**.

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

1. TERMS:

- 1. Subject to the terms and conditions as detailed in these presents, the Promoter agrees to sell to the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s hereby agrees to purchase the said Apartment/Unit described in **SCHEDULE-A**.
- 2. The Total Price/Agreed Consideration for purchase of the said Apartment/Unit based on the carpet area thereof is Rs...../- (Rupees _____) only ("**Total Price/Agreed Consideration**") as per details mentioned **SCHEDULE – C**

EXPLANATION:

- (i) The Total Price/Agreed Consideration above includes the Booking Amount paid by the Allottee/s/Purchaser/s towards purchase of the said Apartment/Unit.
- (ii) The Total Price/Agreed Consideration above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, G.S.T., CGST, if any, as per law, and cess or any other similar taxes and levies which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment/Unit to the Allottee/s/Purchaser/s and/or the execution of the Deed of Conveyance/s and/or Sale thereof;

Provided that all the applicable taxes and levies whether existing or subsequently charged/modified/imposed shall be payable by the Allottee/s/Purchaser/s to the Promoter in addition to the Total Price;

- (iii) The Promoter shall periodically intimate in writing to the Allottee/s/Purchaser/s the amount of the installments of the Total Price/Agreed Consideration payable as stated in (i) above and the Allottee/s/Purchaser/s shall make the payment as demanded within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide on written request to the Allottee/s/Purchaser/s, the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes / levies, etc. have been imposed or become effective.
 - (iv) The Total Price/Agreed Consideration of the said Apartment includes the price of the proportionate share in the said Land and Common Areas and the right of use thereof and the right to use the said Car Parking Space, if any, as mentioned in these presents.
3. The Total Price/Agreed Consideration is escalation free, save and except increases which the Allottee/s/Purchaser/s hereby agrees to pay due to increase on account of any increase in area 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 agreed. The Promoter undertake(s) and agree(s) that while raising a demand on the Allottee/s/Purchaser/s 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/s/Purchaser/s, which shall only be applicable on subsequent payments.
4. The Allottee/s/Purchaser/s shall make the payment of the Total Price/Agreed Consideration to the Promoter as per the payment plan set out in **SCHEDULE 'C' ("PAYMENT PLAN")**.
5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s/Purchaser/s by discounting such early payments at mutually agreed terms for the period by which the respective installment is preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s/Purchaser/s by the Promoter and payment being made in terms thereof by the Allottee/s/Purchaser/s.

6. It is agreed that the Promoter shall not make any additions and alterations in the Plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **SCHEDULE-‘D’** and Schedule‘ E’ in respect of the said Apartment except as agreed upon, without the previous written consent of the Allottee/s/Purchaser/s and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee/s/Purchaser/s: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/s/Purchaser/s, 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 sold to the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s here by consents to the same and waives the requirement of any further consent.
7. The Promoter shall confirm the final carpet area and the built up area that have been allotted to the Allottee/s/Purchaser/s after the construction of the Building is complete and the Partial or Full Completion Certificate is granted by the Corporation / Rajpur Sonarpur Municipality, by furnishing details of the changes, if any, in the Carpet Area and the built-up area. The Total Price/Agreed Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then the Promoter shall refund the excess money paid by Allottee/s/Purchaser/s within forty-five days with interest at the rate specified in Rule 17 of the Rules, from the date when such an excess amount was paid by the Allottee/s/Purchaser/s. If there is any increase in the Carpet Area, allotted and sold to the Allottee/s/Purchaser/s, the Promoter shall demand that from the Allottee/s/Purchaser/s as per the next milestone of the Payment Plan as provided in **SCHEDULE-‘C’**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
8. Subject to the Allottee/s/Purchaser/s not committing any default in terms of this Agreement including under Clause 9.3, the Promoter agree and acknowledge that the Allottee/s/Purchaser/s shall have the right to the said Apartment Unit as mentioned below:
 - (i) The Allottee/s/Purchaser/s shall have exclusive Ownership of the said Apartment and the right to use the said Car Parking Space, if any, as described in **SCHEDULE-A**. The allotment of the said Car Parking Space, if any, shall be made by the Promoter after issue of the Completion Certificate and such allotment shall be made by the Promoter at its discretion.
 - (ii) The Allottee/s/Purchaser/s shall also have right of common use of the Common Areas. The Allottee/s/Purchaser/s shall use the

Common Areas along with the Promoter, other Allottee/s/Purchaser/s, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the Maintenance Charges, Corporation / Rajpur Sonarpur Municipality taxes and any other liabilities and charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the Completion Certificate from the Corporation / Rajpur Sonarpur Municipality as provided in the Act and after the execution and registration of the Deed of Transfer in favour of the Association. The Allottee/s/Purchaser/s is aware that under Sections 11 (4) (f) and 17 of the Real Estate (Regulation and Development) Act, 2016 the Promoter are required to transfer undivided proportionate title in the Common Areas to the Association. The Allottee/s/Purchaser/s is also aware that as per the registration procedure followed by the Registration Authorities in West Bengal for registering Agreements for Sale / Deeds of Conveyance regarding flats/apartments, the market valuation of the flats/apartments is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Agreements for Sale/Deeds of Conveyance to be registered. The Market Valuation- Assessment Slip regarding any Flat/Apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas without which the Agreement for Sale/Deed of Conveyance cannot be registered. Under the circumstances, beneficial Ownership/right in respect of undivided proportionate title in the Common Areas shall be deemed to be transferred to the Allottee/s/Purchaser/s under the Deed of Conveyance to be executed and registered in favour of the Allottee/s/Purchaser/s 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 including the said Land to the Association as mentioned below. It is clarified that the Promoter shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer for transfer of undivided proportionate title in the Common Areas including the said land in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter and shall be subject to the reservations and/or rights of the Promoter including under the several Agreements for Sale and the several Deeds of Conveyance to be executed in favour of the Allottee/s/Purchaser/s

as also subject to the allotment of the open/covered Car Parking Spaces to be made by the Promoter in favour of the Allottee/s/Purchaser/s. All expenses and outgoings for preparation and registration of such Deed of Transfer including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Allottee/s/Purchaser/s including the Allottee/s/Purchaser/s herein without any amount being required to be contributed by the Promoter. The Allottee/s/Purchaser/s agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand;

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

- 9. It is made clear by the Promoter and the Allottee/s/Purchaser/s agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottee/s/Purchaser/s of the Project.
- 10. It is understood by the Allottee/s/Purchaser/s that all other areas, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas under this Agreement shall not form any part the project.
- 11. The Promoter agree(s) to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee/s/Purchaser/s, which it has collected from the Allottee/s/Purchaser/s, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fail(s) to pay all or any of the outgoings collected by it from the

Allottee/s/Purchaser/s or any liability, mortgage loan and interest thereon before transferring the physical possession of the said Apartment Unit to the Allottee/s/Purchaser/s, then the Promoter agree(s) to be liable, even after the transfer of physical possession of the said Apartment Unit, to pay such outgoings, if any, to the authority or person to whom they are payable.

12. The Allottee/s/Purchaser/s has paid a total sum of Rs.____/-(Rupees _____ only) as Booking Amount being part payment towards the Total Price/Agreed Consideration of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledge(s) and the Allottee/s/Purchaser/s hereby agrees to pay the remaining price/consideration of the said Apartment Unit as prescribed in the Payment Plan mentioned in **SCHEDULE 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein;

Provided that if the Allottee/s/Purchaser/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of these presents and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee/s/Purchaser/s 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 cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter if the said Apartment Unit is comprised in the Promoter's Area and in favour of the Owner if the said Apartment Unit is comprised in the Owner' Area.

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

3.1 The Allottee/s/Purchaser/s, 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 there under 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, permissions, 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/s/Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 accept 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/s/Purchaser/s. The Allottee/s/Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s/Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s/Purchaser/s 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/s/Purchaser/s 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/s/Purchaser/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s/Purchaser/s 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/s/Purchaser/s against the said Apartment Unit, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s/Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee/s/Purchaser/s. The Promoter shall take steps to abide by the time schedule for completing the Project and handing over the said Apartment Unit to the Allottee/s/Purchaser/s and the Common

Areas to the Association after receiving the Completion Certificate subject to reasons beyond control and Force Majeure. Similarly, the Allottee/s/Purchaser/s shall make timely payments of the installments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in **SCHEDULE-“C”** (“Payment Plan”).

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee/s/Purchaser/s has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation / Rajpur Sonarpur Municipality, the Total Price/Agreed Consideration and Payment Plan mentioned in **SCHEDULE-C** and the Additional Liabilities and Deposits mentioned in **SCHEDULE-G** and the specifications, the Common Areas, amenities and facilities mentioned in **SCHEDULES-D and E**. The Promoter shall develop the said Apartment/Unit in accordance with the said layout plans, floor plans and specifications. Subject to the terms of this Agreement, the Promoter undertakes to abide by such plans approved by the Corporation / Rajpur Sonarpur Municipality.

7. POSSESSION OF THE SAID APARTMENT/UNIT:

7.1 SCHEDULE FOR POSSESSION OF THE SAID APARTMENT/UNIT:-

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee/s/Purchaser/s is the essence of the Agreement subject to full payment and compliance by the Allottee/s/Purchaser/s under this Agreement including as mentioned in Clause 7.1A below as also subject to Force Majeure and reasons beyond control. The Promoter, based on the approved plans and specifications, assures to handover the said Apartment unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, lockdown, governmental restrictions or any other calamity caused by nature or anything affecting the regular development of the real estate project (“Force Majeure”) or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or for reasons beyond control, then the Allottee/s/Purchaser/s agrees that the Promoter shall be entitled to 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/s/Purchaser/s agrees and confirms

that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions or reasons beyond control, then this allotment shall be terminated and the Promoter shall refund to the Allottee/s/Purchaser/s the entire amount received by the Promoter from the Allottee/s/Purchaser/s towards the Total Price/Agreed Consideration. After notice of termination, the Allottee/s/Purchaser/s agrees that he/she shall not have any rights, claims, etc. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Promoter.

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

7.2 PROCEDURE FOR TAKING POSSESSION: The Promoter, upon issue of the Partial or Full Completion Certificate by the Corporation / Rajpur Sonarpur Municipality, shall offer in writing ("**Notice for Possession**") the possession of the said Apartment to the Allottee/s/Purchaser/s in terms of this Agreement to be taken by the Allottee/s/Purchaser/s within 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/s/Purchaser/s subject to due compliance of Clause 7.1A by the Allottee/s/Purchaser/s and subsequently the Deed of Conveyance in favour of the Allottee/s/Purchaser/s shall be executed by the Promoter and the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s, after issue of notice for taking possession, agrees to pay the Maintenance Charges as determined by the Promoter/Association, Corporation / Rajpur Sonarpur Municipality taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Partial or Full Completion Certificate. At the request of the Allottee/s/Purchaser/s, the Promoter shall hand over a copy of the Partial or Full Completion Certificate relating to the said Apartment. The Promoter shall offer the possession to the Allottee/s/Purchaser/s in writing within 7 days of receiving the

Partial or Full Completion Certificate.

7.3 FAILURE OF ALLOTTEE/S/PURCHASER/S TO TAKE POSSESSION OF THE SAID APARTMENT/UNIT:-

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee/s/Purchaser/s shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through the Project Advocates including those prescribed in this Agreement and the Promoter shall give possession of the said Apartment Unit to the Allottee/s/Purchaser/s. In case the Allottee/s/Purchaser/s fails to comply with Clause 7.1A and make all payments or fails to take possession within the time provided in Clause 7.2, such Allottee/s/Purchaser/s shall be liable to pay a sum of Rs./- (Rupees) only per month as Holding Charges till the date when actual possession is taken by the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay Maintenance Charges, Corporation / Rajpur Sonarpur Municipality taxes and other outgoings as specified in Clause 7.2 from the date mentioned therein irrespective of possession not being taken by the Allottee/s/Purchaser/s and interest at the rate specified in Rule 17 of the Rules shall also be payable on the delayed payment.

7.4 POSSESSION BY THE ALLOTTEE/PURCHASER:

After obtaining the full Completion Certificate and handing over physical possession of the Apartments to all the Allottee/s/Purchaser/s, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association as per the local laws.

7.5 CANCELLATION BY ALLOTTEE/S/PURCHASER/S:

The Allottee/s/Purchaser/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee/s/Purchaser/s having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee/s/Purchaser/s to perform or comply with any of the terms, conditions, covenants,

undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee/s/Purchaser/s proposes to cancel/withdraw from the Project for any reason other than default of the Promoter under this Agreement, the Promoter herein are entitled to forfeit the Booking Amount paid for the allotment along with all interest liabilities of the Allottee/s/Purchaser/s in terms of Section 19 (6) and (7) of the Act accrued till date of such cancellation at such rate of interest that may be prescribed by the authority from time to time. Only the balance amount of money, if any, paid by the Allottee/s/Purchaser/s to the Promoter towards the Total Price/Agreed Consideration shall be returned by the Promoter to the Allottee/s/Purchaser/s without any interest upon cancellation within 45 days from the date of cancellation/withdrawal from the Project or such further time as maybe agreed between the parties. It is expressly agreed that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason including under this clause. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee/s/Purchaser/s after the date of termination.

7.6 COMPENSATION:- The Owner shall compensate the Allottee/s/Purchaser/s in case of any loss caused to him solely due to defective title in respect of the said Land that is known to the Owner but has not been disclosed to the Allottee/s/Purchaser/s or which the Allottee/s/Purchaser/s could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Allottee/s/Purchaser/s 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/s/Purchaser/s having made timely payments of all amounts under this Agreement and/or other wise required under law. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owner.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter fail to complete or are unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Schedule A or any extension thereof; or (ii) due to discontinuance of the Promoter's business 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/s/Purchaser/s, in case the Allottee/s/Purchaser/s 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/Agreed Consideration of the said Apartment, with interest at the rate specified in Rule 17 of the Rules which shall be deemed to be the compensation 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/s/Purchaser/s 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/s/Purchaser/s having made timely payments of all amounts under this Agreement and/or otherwise required under law. If the Allottee/s/Purchaser/s does not withdraw from the Project within forty-five days of the date specified in Schedule A, then it shall be deemed that the Allottee/s/Purchaser/s has voluntarily opted not to withdraw from the Project and thereafter the option of withdrawal shall not be applicable after such forty-five days and/or shall cease to be valid or have effect;

Provided that where the Allottee/s/Purchaser/s does not withdraw from the Project, the Allottee/s/Purchaser/s may claim from the Promoter interest at the rate specified in Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter to the Allottee/s/Purchaser/s within forty five days or any extended period of time of it becoming due. Any interest or compensation payable to the Allottee/s/Purchaser/s may be adjusted against the interest receivable by the Promoter from the Allottee/s/Purchaser/s for delayed payment in terms of this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter here by represent and warrant to the Allottee/s/Purchaser/s as follows:

- (i) The Owner has marketable title with respect to the said Land. The devolution of title in favour of the Owner in respect of the said Land is as mentioned in **Schedule-I** hereto. The Owner has actual, physical and legal possession of the said Land for the Project and the same has been made available to the Promoter for the purpose of development and construction pursuant to the Development Agreement;
- (ii) The Promoter has lawful rights and requisite approvals from

the competent Authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the said Land or the Project created by the Promoter;
- (iv) As per the knowledge of the Promoter, there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the Corporation / Rajpur Sonarpur Municipality with respect to the Project, said Land and the said Apartment are valid and subsisting and have been obtained. Further, the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Building and the said Apartment and Common Areas;
- (vi) The Promoter have 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/s/Purchaser/s created herein, may prejudicially be affected;
- (vii) The Promoter have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s/Purchaser/s 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/s/Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Conveyance, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee/s/Purchaser/s and the Common Areas shall be handed over to the Association after the execution and registration of the Deed of Transfer in favour of the Association;
- (x) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (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 them as per applicable law with respect to the Premises to the Corporation / Rajpur Sonarpur Municipality till the Partial or Full Completion 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 Land and/or the

- Project to the best of their knowledge and belief;
(xiii) The said Land is not Waqf property.

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

9.1 Subject to the Force Majeure conditions and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events subject to the Allottee/s/Purchaser/s 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/s/Purchaser/s to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

(i). Promoter fail(s) to offer to provide ready to move in possession of the said Apartment to the Allottee/s/Purchaser/s within the time period specified in **SCHEDULE 'A'** or any extension thereof. For the purpose of this Para 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition as per the specifications as mentioned in the Agreement.

(ii). Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by the Promoter under the conditions listed above, Allottee/s/Purchaser/s is entitled to the following subject to the Allottee/s/Purchaser/s 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/s/Purchaser/s 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) If the construction is stopped as per the schedule agreed and the Allottee/s/Purchaser/s stop making further payments to the Promoter as demanded by the Promoter, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/s/Purchaser/s be required to make

the next payment without any interest; or

- (ii) The Allottee/s/Purchaser/s 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/s/Purchaser/s towards the Total Price/Agreed Consideration for transfer of the said Apartment, along with interest at the rate specified in Rule 17 of the Rules within forty- five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable. If, however the Allottee/s/Purchaser/s does not withdraw from the Project within forty-five days of the date specified in **SCHEDULE-A**, then it shall be deemed that the Allottee/s/Purchaser/s 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/s/Purchaser/s does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in Rule 17 of the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee/s/Purchaser/s within forty-five days of it becoming due or within such further time as may be agreed between the parties.

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

- (i) In case the Allottee/s/Purchaser/s 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 Liabilities and Deposits under **SCHEDULE-G** hereto, despite having been issued notice in that regard, the Allottee/s/Purchaser/s shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in Rule 17 of the Rules for the period of delay;
- (ii) In case of Default by Allottee/s/Purchaser/s under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment/Agreement of the said Apartment in favour of

the Allottee/s/Purchaser/s and refund the money paid to the Promoter by the Allottee/s/Purchaser/s towards the Total Price/Agreed Consideration after deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter shall be free to deal with, dispose of, sell and/or transfer the said Apartment Unit to anyone else without any reference to the Allottee/s/Purchaser/s whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable. Provided that the Promoter shall intimate the Allottee/s/Purchaser/s about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/UNIT:

The Promoter, on receipt of Total Price/Agreed Consideration of the said Apartment as per Clause 1.2 and the Additional Liabilities and Deposits mentioned in **SCHEDULE-G** and all other amounts or dues payable by the Allottee/s/Purchaser/s hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges and deposits, Corporation / Rajpur Sonarpur Municipality and other taxes and levies and other outgoings from the Allottee/s/Purchaser/s and due compliance by the Allottee/s/Purchaser/s of all his obligations under these presents or otherwise under law, shall execute a Deed of Conveyance in respect of the said Apartment Unit within 3 months from the date of issuance of the Completion Certificate, to the Allottee/s/Purchaser/s:

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

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

Subject to payment of maintenance charges by all Allottee/s/Purchaser/s of the Project (including the Allottee/s/Purchaser/s herein) the Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Consideration of the said Apartment and the same shall be paid by the Allottee/s/Purchaser/s as agreed with the Promoter forthwith upon demand.

12. DEFECT LIABILITY:

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) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/s/Purchaser/s from the date of issue of the Partial or Full Completion, 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 Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s/Purchaser/s 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 Building, Common Areas and/or any of the Apartments by the Allottee/s/Purchaser/s including the Allottee/s/Purchaser/s herein and/or if there is any deviation found from the sanctioned Building Plan. 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. made by any of the Allottee/s/Purchaser/s and/or occupants of the Building.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas mentioned in **SCHEDULES-D AND E** as also the garages/covered parking and Car Parking spaces for providing necessary maintenance and repair services and the Allottee/s/Purchaser/s agrees to permit the Association 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 the Common Areas: The Common Areas as located within the project shall be ear-marked for the purposes such as facilities and services which may include but not limited to electric sub-station if any, transformer if any, DG set rooms if any, underground water tanks, Pump rooms if any, maintenance and service rooms if any, fire-fighting pumps and equipments if any, etc. and other permitted uses as per sanctioned plans. The Allottee/s/Purchaser/s shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

16.1 Subject to Clause 12 above, the Allottee/s/Purchaser/s shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment or the Common Areas which may be in

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

16.2 The Allottee/s/Purchaser/s 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 Project, Building the rein or Common Areas. The Allottee/s/Purchaser/s 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/s/Purchaser/s shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s/Purchaser/s shall also not remove or modify any wall including the outer and load bearing wall of the said Apartment.

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

16.4 The Allottee/s/Purchaser/s 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 PARTIES:

The Allottee/s/Purchaser/s is entering into this Agreement for allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee/s/Purchaser/s 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.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE/S/PURCHASER/S:

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

20. APARTMENT OWNERSHIP ACT:

The Promoter have assured the Allottee/s/Purchaser/s that the Project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. BINDING EFFECT:

Forwarding these presents to the Allottee/s/Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s/Purchaser/s until, firstly, the Allottee/s/Purchaser/s 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/s/Purchaser/s and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Promoter. If the Allottee/s/Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s/Purchaser/s and/or to pay the applicable stamp duty and registration fees and/or any other applicable charges including but not limited to paying the applicable amount of GST and to appear before the concerned registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s/Purchaser/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/s/Purchaser/s, shall be treated as cancellation of this Agreement by the Allottee/s/Purchaser/s without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee/s/Purchaser/s shall not be entitled to any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Apartment.

23. RIGHT TO AMEND:

These presents 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. PROVISIONS OF THESE PRESENTS APPLICABLE ON ALLOTTEE/S/PURCHASER/S/ SUBSEQUENT ALLOTTEE/S/ PURCHASER/S:

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee/s/Purchaser/s in not making timely payments as per the Payment Plan (**SCHEDULE-‘C’**) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s/Purchaser/s that exercise of discretion by the Promoter in the case of one Allottee/s/Purchaser/s shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/s/Purchaser/s. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter being liable to pay any interest or compensation to the Allottee/s/Purchaser/s for any reason whatsoever under this Agreement and/or the Act and/or Rules there under, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee/s/Purchaser/s shall be adjusted against the amount, if any, payable by the Promoter. The Allottee/s/Purchaser/s may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of these presents and/or under the provisions of the Act and/or Rules there under.

25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right there after to enforce

each and every provision.

26. SEVERABILITY:

If any provision of these presents shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made there under or the applicable law, as the case maybe, and the remaining provisions of these presents 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 THESE PRESENTS:

Wherever in these presents it is stipulated that the Allottee/s/Purchaser/s has to make any payment, in common with other Allottee/s/Purchaser/s (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 deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as maybe reasonably required in order to effectuate the provisions of these presents 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 these presents shall be completed only upon its execution by or on behalf of the Promoter through their respective authorized signatory/constituted attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s/Purchaser/s in Kolkata after the Agreement is duly executed by the Allottee/s/Purchaser/s. After execution this Agreement shall be

registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

30. NOTICES:

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

**NAME AND ADDRESS OF THE ALLOTTEE/S/
PURCHASER/S:**

(1)

(2)

NAME AND ADDRESS OF THE PROMOTER:

BR GROUP, a sole proprietorship concern having its registered office at the premises no. 14E, Bondel Road, Kolkata 700 019, Police Station Karaya, Post Office Ballygunje. duly represented by its sole proprietor namely, **MR. ROHIT BANKA (PAN NO. AFPPB1775H and AADHAAR No. 2490 2572 5976)**, son of Mr. Raj Kumar Banka, aged about 42 years, by faith Hindu, by occupation Business, residing at the premises no. 35/1, Chowringhee Road, Kailash Building, Kailash Building, Kolkata 700 071, Police Station Shakespeare Sarani, Post Office Middleton Row, West Bengal.

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

31. JOINT ALLOTTEE/S/PURCHASER/S:

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

The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of these presents.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudication Officer appointed under the Act. [The Additional Terms mentioned below have been mutually agreed upon as per the contractual understanding between the parties. Such Additional Terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made there under.]

34. ADDITIONAL TERMS / MISCELLANEOUS:

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/super cession of those contained hereinbefore:

- (i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee/s/Purchaser/s 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 Building, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation / Rajpur Sonarpur Municipality or any other statutory 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/s/Purchaser/s had been informed and made aware that the ground floor layout including but not limited to the the Common Areas / Water Tanks / Septic Tanks and its location may undergo changes and/or modifications and the Allottee/s/Purchaser/s 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/s/Purchaser/s in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee/s/Purchaser/s.
- (ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion shall be final and binding on the parties.
- (iii) 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/s/Purchaser/s 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 Building, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- (iv) From the Date of Possession, the Allottee/s/Purchaser/s 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.

(v) After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee/s/Purchaser/s shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee/s/Purchaser/s's own costs, the mutation of the said Apartment Unit in the Allottee/s/Purchaser/s's name within 6 months thereafter. Within 3 (three) months of the mutation of the said Apartment Unit in the Allottee/s/Purchaser/s's name, the Deposit for Municipal Taxes mentioned in Item No. (b) of Part II of Schedule G shall be refunded to the Allottee/s/Purchaser/s.

(vi) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee/s/Purchaser/s 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/s/Purchaser/s calling upon the Allottee/s/Purchaser/s to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee/s/Purchaser/s does not comply with the said Notice to the satisfaction of the Promoter within the above time, then the Allottee/s/Purchaser/s shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 days, the Promoter may terminate the allotment/Agreement of the said Apartment in favour of the Allottee/s/Purchaser/s. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

(vii) If any act or omission of the Allottee/s/Purchaser/s results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Building, then in that event the Allottee/s/Purchaser/s shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.

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

(ix) Neither any of the (i) open and covered spaces in the Building and the said Land that are not included in the Common Areas mentioned in **SCHEDULE-E**, (ii) Roof of the Building at the Premises excluding the Common Roof Area, (iii) other Apartments, Apartment Units and Car Parking Spaces in the Building (except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises, (iv) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area are intended to be transferred, nor the same shall be transferred in favour of the Allottee/s/Purchaser/s in as much as the same shall belong exclusively to the Promoter and the Allottee/s/Purchaser/s shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter shall be entitled to use, utilise, transfer, sell, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter in their absolute discretion, without any reference to the Allottee/s/Purchaser/s who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee/s/Purchaser/s may be entitled to, both in law or any equity, in favour of the Promoter.

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

(xi) The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the Allottee/s/Purchaser/s and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

(xii) Save and except the right of obtaining housing loan in

terms of Clause 19 above, the Allottee/s/Purchaser/s shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee/s/Purchaser/s.

(xiii) The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalized by the Project Advocates and the Allottee/s/Purchaser/s 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/s/Purchaser/s shall be responsible and liable for all losses and damages that the Promoter may suffer.

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

(xv) All the Allottee/s/Purchaser/s as also the Allottee/s/Purchaser/s herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

(xvi) All papers and documents relating to the formation of the Association shall be prepared and finalized by the Promoter and the Allottee/s/Purchaser/s hereby consents to accept and sign the same.

(xvii) The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the

same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee/s/Purchaser/s hereby consents to the same and shall not be entitled to raise any objection thereto.

(xviii) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several Deeds of Conveyance which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab-initio.

(xix) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Allottees of the Building including the Allottee/s/Purchaser/s herein.

(xx) The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are more fully specified in **SCHEDULE-L** and the Allottee/s/Purchaser/s has irrevocably agreed to be bound by the same.

(xxi) The Allottee/s/Purchaser/s shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee/s/Purchaser/s's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottee/s/Purchaser/s and/or the Promoter.

(xxii) The obligations and covenants of the Allottee/s/Purchaser/s in respect of the use / usage, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Building and the Premises including payment of Maintenance Charges, electricity charges, Corporation / Rajpur Sonarpur Municipality and other taxes and other outgoings are morefully specified in Clause 16 and **SCHEDULE-J** and the same shall be binding on the Allottee/s/Purchaser/s. It is expressly made clear that after issue of the Notice for Possession all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, Corporation / Rajpur Sonarpur Municipality taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee/s/Purchaser/s from the date of issuance of the Partial or Full Completion Certificate notwithstanding anything to the contrary contained in Clause 16 or elsewhere in

this Agreement. Such liability shall continue till the same is paid by the Allottee/s/Purchaser/s or the Agreement/Allotment is cancelled/terminated.

(xxiii) The Maintenance Charges and proportionate Common Expenses shall be paid by the Allottee/s/Purchaser/s irrespective of whether or not the Allottee/s/Purchaser/s uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Allottee/s/Purchaser/s is granted facility of parking any car the car parking area by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee/s/Purchaser/s in respect of the said proportionate Common Expenses and/or Maintenance Charges.

(xxiv) The certified copies of deeds relating exclusively to the Premises that are available with the Promoter along with related documents and certified copy of Plans of the Building shall be handed over by the Promoter to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

(xxv) From the date of offering the handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to lift operations, generator operations if any, electrical equipment, meters and connection, any fire fighting equipment and fire safety measures if any, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Allottee/s/Purchaser/s including the Allottee/s/Purchaser/s and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety if any, lift and generator operations if any, etc. and obtaining and/or renewing all necessary permissions and licenses. The Allottee/s/Purchaser/s including the Allottee/s/Purchaser/s and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license if any, fire license if any etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Promoter and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

(xxvi) The Allottee/s/Purchaser/s has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floors/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission/sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter have an irrevocable sole right in respect of the same and the Allottee/s/Purchaser/s has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Consideration.

(xxvii) Until a Deed of Conveyance is executed in favour of the Allottee/s/Purchaser/s, the Allottee/s/Purchaser/s shall not be entitled to mortgage or encumber or sell or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under these presents (“**Alienation**”) except for the purpose of housing loan in terms of Clause 19 unless all the following conditions are complied with:-

- a) A minimum period of 1 (one) year has passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee/s/Purchaser/s in compliance with and/or performance of any of the Allottee/s/Purchaser/s’s covenants, undertakings and obligations under these presents or otherwise.
- c) The Allottee/s/Purchaser/s has made full payment of the Total

Price/Agreed Consideration, the Additional Liabilities and Deposits mentioned in **SCHEDULE-G** due or payable till the time of such Alienation including interest and penalties, if any.

- d) The Allottee/s/Purchaser/s or the assignee, nominee, etc. has made payment to the Promoter sum calculated at the rate of Rs. ____/- per square feet or ____% per cent of total amount payable by the nominee including purchase price of the Allottee/s/Purchaser/s and his profit/nomination charges) as transfer charges (hereinafter referred to as **“the Transfer Charges”**). The Allottee/s/Purchaser/s shall also pay the applicable Goods and Services Tax thereon, if any.
- e) The Allottee/s/Purchaser/s shall deposit with the Promoter No Objection Certificate from the Bank and/or a letter of release of charge/mortgage/security regarding the said Apartment Unit including the documents pertaining to the said Apartment/Unit.
- f) Prior consent in writing is obtained from the Promoter regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee/s/Purchaser/s because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee/s/Purchaser/s paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee/s/Purchaser/s on or before the nomination.
- h) The Allottee/s/Purchaser/s shall cooperate with the Promoter to form the Association under the provision of the West Bengal Apartment Ownership Act, 1972 and shall also execute and sign all the necessary documents in connection with the formation of the Association under the provision of the West Bengal Apartment Ownership Act, 1972.

(xxviii) After the execution and registration of the Deed of Conveyance, the Allottee/s/Purchaser/s may sell the said Apartment/Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The sale of the said Apartment Unit by the Allottee/s/Purchaser/s shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or

in the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee/s/Purchaser/s may sell the said Apartment/Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee/s/ Purchaser/s by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation / Rajpur Sonarpur Municipality and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation / Rajpur Sonarpur Municipality and other concerned persons/entities are paid by the Allottee/s/Purchaser/s in full prior to the proposed sale. Such dues, if any, shall in any event, run with such proposed sale.

(xxix) Notwithstanding anything contained in clause 12 hereinabove the Promoter shall not be liable to rectify any defect occurring under the following circumstances:-

- a) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee/s/Purchaser/s takes over possession of the said Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- b) If there are changes, modifications or alteration in electrical lines and wirings after the Allottee/s/Purchaser/s takes over possession of the said Apartment, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of 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;
- d) If the Allottee/s/Purchaser/s after taking 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;

- e) 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.
- f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee/s/Purchaser/s or his/her agents in the manner in which same is required to be maintained.
- g) Any electrical fittings and/ or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas 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.
- h) Any defect due to force majeure.
- i) Failure to maintain the amenities/equipment
- j) Due to failure of AMC
- k) Regular wear and tear
- l) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything herein before contained it is hereby expressly agreed and understood that in case the Allottee/s/Purchaser/s, 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, alters the state and condition of the area of the purported defect then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove

(xxx) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly

agreed and made clear as follows:

- (a) The open and covered Car Parking Spaces sanctioned by the Corporation / Rajpur Sonarpur Municipality are meant to be used only for parking cars by the Allottee/s/Purchaser/s of this Project only.
- (b) The total number of open and covered Car Parking Spaces in the Project is lesser than the total number of Apartments in the Project. The sizes of the Apartments are different and the Car Parking Space requirement of the Allottee/s/Purchaser/s also varies.
- (c) For the sake of certainty and clarity and to avoid any confusion, specified Car Parking Spaces shall be earmarked and allotted along with specified Apartments so that the same cars are parked in the same space every day.
- (d) Accordingly, at the request of the Allottee/s/Purchaser/s, the Promoter has agreed to allot the said Car Parking Space, if any, mentioned in Schedule A for exclusive use by the Allottee/s/Purchaser/s.

SCHEDULE 'A'-SAID APARTMENT/UNIT
PART-I

(SAID APARTMENT/UNIT)

ALL THAT piece and parcel of the residential Apartment/Unit No. on the Floor measuring about Square Feet carpet Area and _____ Square Feet built up area and mutually accepted by the parties to be equivalent to Square Feet agreed super built-up area in the Project named “_____” being constructed at the premises no., Police Station Sonarpur, District 24 Parganas South, Kolkata (described in the **SCHEDULE-H** below)

PART-II

(Said Car Parking
Space) ALL THAT he right to park:

- (i) _____ car(s) in the covered car parking space in the ground floor of the said project/Building as identified and

designated by the Promoter for the parking of car/s owned by the Allottee/s/Purchaser/s within such space;

The said Apartment is to be made ready for handing over possession by _____ with a Grace Period of 6 months unless there is delay due to Force Majeure or reasons beyond control.

SCHEDULE 'B'-FLOOR PLAN OF THE APARTMENT/UNIT

SCHEDULE 'C'-PRICE DETAILS AND PAYMENT PLAN

Sl . N o	Particulars		Amount (Rs.)
1	On Booking	9%	
2	On or before Agreement	11%	
3	On or before completion of Foundation	15%	
4	On or before completion of 1 st Floor Casting	10%	
5	On or before completion of 2 nd Floor Casting	10%	
6	On or before completion of 3 rd Floor Casting	10%	
7	On or before completion of 4 th Floor Casting	10%	
8	On or before completion of Roof Casting	10%	
10	On or before Flooring of the said Apartment	5%	
11	On or before Possession of the said Apartment Unit	10%	
	Total	100%	

In terms of the Development Agreement, the Owner/s are entitled to the

entire consideration in respect of the Apartment Units comprised in the Owner' Area while the Promoter is entitled to the entire consideration in respect of the Apartment Units comprised in the Promoter's Area. Under the circumstances, The Total Price / Agreed Consideration payable hereunder is payable to the Promoter as the said Apartment Unit described in Schedule A is comprised in the Promoter's Area.

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

(SPECIFICATIONS)

Structure	
Flooring	
Sanitary	
Doors	
Windows	
Electricals	
Elevator	
Wall Finish	

SCHEDULE 'E'- COMMON AREAS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT

COMMON AREAS

1. Lobby
2. Stairs
3. Lift well
4. Underground Tank
5. Over head Tank
6. Lift Machine Room
7. Common Roof Area only
8. Land comprised in the Premises

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

SCHEDULE-F- DEFINITIONS

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “**Additional Liabilities**” shall mean the Additional Liabilities mentioned in **Part-I** of the **Schedule G** hereto all of which are to be paid by the Allottee/s/Purchaser/s in addition to the Total Price / Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Allottee/s/Purchaser/s;
- (c) “**Agreed Consideration/Total Price**” shall mean the consideration mentioned in **Schedule C** payable by the Allottee/s/Purchaser/s for purchase of the said Apartment Unit (excluding Goods and Services Tax which is payable additionally
by the Allottee/s/Purchaser/s, as applicable from time to time);
- (d) “**Allottee/s/Purchaser/s**” shall, according to its context, mean all Allottee/s/Purchaser/s and/or intending Allottee/s/Purchaser/s of different Apartments in the Building including the Promoter in respect of such Apartments as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter;
- (e) “**Apartment**” shall mean any residential apartment (including the servant quarter, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively occupied, used and/or enjoyed;

- (f) **“Apartment Unit”** shall mean any residential Apartment (including the servant quarter, if any, appurtenant thereto and/or any other covered space in the Building which is capable of being exclusively occupied, used and/or enjoyed by any Allottee/s/Purchaser/s, the right, if any, to park a car in a Car Parking Space and the right to use and enjoy the Common Areas mentioned in **Schedule E** hereto in common;
- (g) **“Architect(s)”** shall mean _____ or such other Architect(s) whom the Promoter may from time to time appoint as the Architect(s) for the Building;
- (h) **“Association”** shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Promoters and the representatives of the Allottee/s/Purchaser/s and be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (i) **“Booking Amount”** shall mean 9(nine) per cent of the Total Price/Agreed Consideration which has been paid by the Allottee/s/Purchaser/s for booking of the said Apartment;
- (j) **“Building”** shall mean the building and/or structures to be constructed on the Premises as per the Plans and the other constructions and structures that may be constructed on the Premises from time to time;
- (k) **“Built-Up Area”** _____;
- (l) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (m) **“Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Building, the Common Areas and the expenses for Common Purposes including those mentioned in **Schedule K**;
- (n) **“Common Areas”** shall mean the common areas, facilities and installations in the Building and the Premises, as may be decided or provided by the Promoter for common use and enjoyment of the Allottee/s/Purchaser/s and which are indicated in **Schedule E** hereto which shall be used and enjoyed in common by all the Allottee/s/Purchaser/s
- (o) **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Building and in particular the Common Areas, rendition of services in common to the Allottee/s/Purchaser/s, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottee/s/Purchaser/s and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common;
- (p) **“Common Roof Area”** shall mean only the specified

portion / area of the ultimate roof of the Building, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment Unit, along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;

- (q) **“Corporation / Rajpur Sonarpur Municipality”** shall mean the Kolkata Municipal Corporation / Rajpur Sonarpur Municipality and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;
- (r) **“Date Of Possession”** shall mean the date on which the Allottee/s/Purchaser/s is handed over possession of the said Apartment;
- (s) **“Deed Of Conveyance”** shall mean the Deed of Conveyance to be executed by the Promoter and Owner/s in favour of the Allottee/s/Purchaser/s in respect of the said Apartment Unit upon the Allottee/s/Purchaser/s complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;
- (t) **“Deposits”** shall mean the amounts mentioned in Part-II of the **SCHEDULE-G** hereto and to be deposited by the Allottee/s/Purchaser/s and shall also include any other amount that the Allottee/s/Purchaser/s may be required to deposit;
- (u) **“Development Agreement”** shall mean and include the Development Agreement dated _____registered at the office of the Additional Registrar of Assurance_____, Kolkata in Book No. I, Volume No._____,Pages _____to_____, Being No._____for the year_____executed by and between the Owner and the Promoter relating to development of the Premises and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney;
- (v) **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- (w) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee/s/Purchaser/s to the Maintenance Agency;
- (x) **“Car Parking Spaces”** shall mean the spaces on the ground floor of the Building as also in the open space surrounding or adjacent to the Building that may be earmarked by the Promoter for parking of medium sized cars;

- (y) **“Owner’ Area”** shall mean the areas to which the Owner are entitled to under the Development Agreement;
- (z) **“Promoter’s Area”** shall mean the are as to which the Promoter is entitled to under the Development Agreement;
- (aa) **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Corporation / Rajpur Sonarpur Municipality vide Building Permit No. _____dated_____and/or _____ which may be finally revised/approved/sanctioned/regularised by the Corporation / Rajpur Sonarpur Municipality and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications asare prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions thereof, if any;
- (bb) **“Premises”** shall mean the piece or parcel of land measuring about _____ more or less having messuage tenement building and other structure erected thereon situate, lying at and being Police Station Sonarpur, District 24 Parganas South, Kolkata of the Rajpur Sonarpur Municipality and more fully described in **SCHEDULE-H** hereto and the same shall also include wherever the context permits the constructions thereon from time to time including the Building as also Common Areas being constructed thereon;
- (cc) **“Project”** shall mean the development and construction at the Premises by the Promoter from time to time and shall include the Building (including Additional/Further Constructions) as also Common Areas being constructed thereon;
- (dd) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (ee) **“Rights on Allottee/s/Purchaser/s’s Default”** shall mean the rights mentioned in Clause 9.3 to which the Promoter shall be entitled in case of any default or breach by the Allottee/s/Purchaser/s;
- (ff) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (gg) **“Said Apartment”** shall mean the Apartment described in **Part I of Schedule A** hereto;
- (hh) **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space, (if any) and the right to use and enjoy the Common Areas mentioned in **Schedule E** hereto in common;
- (ii) **“Said Land”** shall mean the land measuring about _____

- Cottahs more or less comprised in the Premises;
- (jj) **“Said Car Parking Space”** shall mean the right to park medium sized car(s) if any, described in **Part II** of **Schedule A** hereto;
 - (kk) **“Section”** mean sections of the Act;
 - (ll) **“Super Built-Up Area”** of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment and (ii) an agreed fixed percentage of _____% (_____) per cent of the built up area of the said Apartment;
 - (mm) **Masculine Gender used** in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

SCHEDULE – G
PART – I ADDITIONAL LIABILITIES

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

- (i) Goods and Services Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Apartment Unit to the Allottee/s/Purchaser/s and payment of the same shall be made on or before the date the same is payable as per law or along with the payment of the respective installments or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) Legal Fees of Rs.____ payable to the Project Advocates; 50 per cent of which shall be paid within 30 days from the booking of the said Apartment and the balance 50 per cent shall be paid within 15 days of Notice for Possession.
- (iii) Betterment and/or development charges and any other tax, duty levy, cuss, or charge that may be imposed or charged, if any, by any concerned authority in connection with construction or transfer of the said Apartment Unit in favour of the Allottee/s/Purchaser/s.
- (iv) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said

Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at anytime together with miscellaneous expenses for registration of each document.

- (v) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications, including the costs, charges and expenses for revision/registration/regularization of the Plans under Rule 26 in relation to the said Apartment.
- (vi) The Allottee/s/Purchaser/s shall pay Rs /- (Rupees only) per square feet of super built up area of the said Apartment amounting to Rs /- (Rupees only) to the Promoter on account of the following:
 - a. For obtaining and providing electricity supply and meter, including, on account of transformer or electrical sub- station, if any, and its installation, HT/LT line supply, supply cables, switch gears, etc. The Allottee/s/Purchaser/s confirms and accepts that the Allottee/s/Purchaser/s shall bear and pay separately all the expenses (including the security deposit) payable to West Bengal State Electricity Board (**WBSEB**) for his separate meter.
 - b. For providing common generator if any.
- (vii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Building or the construction in terms hereof.
- (viii) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Building and/or the Premises by the Promoter.
- (ix) Proportionate costs, charges and expenses for formation of the Association.
- (x) 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/s/Purchaser/s in addition to the above.

PART II - DEPOSITS

(a)	Deposit for Maintenance Charges for 12 months at the rate of Rs. ... /- (Rupees only) per square feet (subject to escalation) of Super Built up Area of the said Apartment.
(b)	Refundable Deposit equivalent to quarters Municipal Taxes at the rate of Rs. (Rupees only) per square feet of Super Built up Area of the said Apartment/Unit.
(c)	Deposit for electric supply/individual meter for the said Apartment as per actual payable to the electricity supply authority.
(d)	Deposit for any other item in respect of which payment is to be made by the Allottee/s/Purchaser/s under Part-I of this Schedule.

The deposits under item nos. (a) and (b) shall be paid by the Allottee/s/Purchaser/s to the Promoter within 15 days of Notice for Possession without raising any objection whatsoever regarding the same. The Deposit under Item Nos. (c) and (d) shall be paid by the Allottee/s/Purchaser/s to the Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

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/s/Purchaser/s in addition to the above.

The payments to be made under the item nos. (ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) of Part I above together with GST thereon as also all Deposits under Item Nos. (a) to (d) of Part II above together with GST thereon shall be payable to the Promoter irrespective of whether the said Apartment Unit is comprised in the Promoter's Area or the Owner's Area. The payments to be made under the remaining items mentioned in Part I above together with GST thereon shall be made in favour of the concerned Vendor.

SCHEDULE-H SAID LAND/PREMISES

ALL THAT piece and parcel of land measuring about an area a little more or less 1 Cottah, 10 Chittacks and 38 Square Feet comprised at and under C. S. Dag no. 682, Khatian no. 5978, R.S. and L.R. Dag no. 744 out of 14 Decimals and **ALL THAT** piece and parcel of land measuring about an area a little more or less 4 Cottahs, 10 Chittacks and 38 Square Feet comprised at and under C. S. no. 682, Khatian no. 5978, R.S. and L.R. Dag no. 744/1346 out of 10 Decimals totaling to **ALL THAT** piece

and parcel of land measuring about an area a little more or less 6 Cottahs, 5 Chittacks and 31 Square Feet comprised at and under Mouza Sonarpur, Police Station Sonarpur, District 24 Parganas South, J.L. no. 39, R.S. no. 13, Touzi no. 109, R.S. Khatian no. 120, L.R. Khatian no. 5978 bearing the Holding no. 110, South Ghosh Para, Ward no. 13 of the Rajpur Sonarpur Municipality, Kolkata 700150 together with all right, title, interest and right of easement attached thereto, which is butted and bounded in the following manner:

ON THE NORTH : By Dag nos. 745 and 746;

ON THE SOUTH : By Dag nos. 744 and 744/1346;

ON THE WEST : By Dag no. 743;

ON THE EAST : By Road.

OR HOWSOEVER OTHERWISE the same may be called known numbered described or distinguished

**SCHEDULE - I – DEVOLUTION OF TITLE OF THE OWNER IN
RESPECT OF THE PREMISES**

1. The Owner herein is the recorded sole and absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 1 Cottah, 10 Chittacks and 38 Square Feet comprised at and under C. S. Dag no. 682, Khatian no. 5978, R.S. and L.R. Dag no. 744 out of 14 Decimals and ALL THAT piece and parcel of land measuring about an area a little more or less 4 Cottahs, 10 Chittacks and 38 Square Feet comprised at and under C.S. no. 682, Khatian no. 5978, R.S. and L.R. Dag no. 744/1346 out of 10 Decimals totaling to ALL THAT piece and parcel of land measuring about an area a little more or less 6 Cottahs, 5 Chittacks and 31 Square Feet comprised at and under Mouza Sonarpur, Police Staion Sonarpur, District 24 Parganas South, J.L. no. 39, R.S. no. 13, Touzi no. 109, R.S. Khatian no. 120, L.R. Khatian no. 5978 bearing the Holding no. 110, South Ghosh Para, Ward no. 13 of the Rajpur Sonarpur Municipality and enjoying the right, title and interest of the same free from all sorts of encumbrances, charges, liens, lispdensens, demand, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.
2. The Owner herein being the sole and absolute owner and entitled with the right, title and interest of the same intended to develop the same and

to make construction, erection, promotion, development and building a RESIDENTIAL BUILDING hereinafter called and referred to as the subject project inclusive of Unit/s/Flat/s/Garage/s etc. with all the modern facilities, amenities and benefits thereto had entered into a Development Agreement dated 27th September, 2023 duly registered with the Office of the Registrar of Assurances at Calcutta and recorded in Book no. I, Volume no. 1904-2023, Pages 835688 to 835720, Being no. 190414802 for the year 2023 with the Developer herein and pursuance to and in terms of the same have also executed Power-of-Attorney dated 27th September, 2023 duly registered with the Office of the Registrar of Assurances at Calcutta and recorded in Book no. IV, Volume no. 1904-2023, Pages 857398 to 857416, Being no. 190414829 for the year 2023 unto and in favour of the Developer herein recording the terms, conditions, enumerations, provisions and others thereof for which and all others the said Development Agreement and Power-of-Attorney are self-explanatory in themselves.

SCHEDULE J – ALLOTTEE/S /PURCHASER/S’ S
COVENANTS AND HOUSE RULES

1. The Allottee/s/Purchaser/s has agreed under taken and covenanted to:
 - a) Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) Permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) Deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
 - d) Use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;
 - e) Use the Common Areas mentioned in **Schedule E** without causing any hindrance or obstruction to other Allottee/s/Purchaser/s and occupants of the Building;
 - f) Keep the said Apartment and party walls, sewers, drains,

pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;

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

h) Maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Allottee/s/Purchaser/s undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. - (Rupees only) 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 its own costs within 15 days from being called upon to do so by the Promoter;

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

j) Sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited/WBSEDCL in the name of the Allottee/s/Purchaser/s 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/s/Purchaser/s an electric sub-meter in or for the said Apartment and the Allottee/s/Purchaser/s shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided there for, ensuring that no inconvenience is caused to the Promoter or to

other Allottee/s/Purchaser/s. The main electric meter shall be installed only at the common meter space. The Allottee/s/Purchaser/s 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 Building, the Premises and outside walls of the Building save in the manner indicated by the Promoter/Association (upon formation);

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

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

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

o) Allow the other Allottee/s/Purchaser/s the right to easements and/or quasi- easements;

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

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

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

2. The Allottee/s/Purchaser/s has agreed and covenanted:

- a) Not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
- b) Not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) Not to put any name plate or letter box or neon-sign or board in the Common Areas or on the outside walls of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Allottee/s/Purchaser/s to put a decent nameplate on the outface of the main door of the said Apartment;
- d) 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 colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Allottee/s/Purchaser/s under takes 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 all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter and the removing of Box Grill if at all put by the Allottee/s/Purchaser/s shall be made at the cost of the Allottee/s/Purchaser/s;
- e) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance, if persisting, on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) Not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;

- g) 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;
- h) Not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) 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;
- j) Not to decorate the exterior of the Building 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 and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Allottee/s/Purchaser/s undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. __/- (Rupees __) only per square feet of the super built up area of the said Apartment/Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- k) Not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building 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;
- l) Not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;
- m) 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 the Premises and/or any neighboring property to any risk of fire or any accident;

n) 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 Building;

o) Not to claim any right over and/or in respect of the roof of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Building 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;

p) Not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the Proportionate share and the Allottee/s/Purchaser/s 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;

q) 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 transfer of the Building and/or the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Allottee/s/Purchaser/s, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee/s/Purchaser/s 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/s/Purchaser/s;

r) Not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the Owner and occupiers/purchasers/allottees thereof in respect of the Common

Areas;

- s) Not to shift or obstruct any windows or lights in the said Apartment or the Building 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;
- t) Not cover the Common Areas, fire exits if any and balconies/terraces (if any) of the said Apartment;
- u) Not to block or occupy or encroach upon or obstruct or keep any furniture, article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- v) Not hang or cause to be hung clothes from the balconies of the said Apartment;
- w) 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;
- x) 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/s/Purchaser/s, if any, mentioned in **Schedule A**;
- y) Not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be allotted to the Allottee/s/Purchaser/s hereunder, independent of the said Apartment except to any other Allottee/s/Purchaser/s and to use the same only for the purpose of parking of a motor car;
- z) Not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the

Building;

aa) Not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation / Rajpur Sonarpur Municipality 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 and in case of any deviation, breach, violation or default of this sub-clause the Allottee/s/Purchaser/s 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 all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

bb) Not to raise or put up any kutchha 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;

cc) 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;

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

ee) Not to keep or harbor any bird or animal in the Common Areas of the Premises;

ff) Not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;

gg) Not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;

hh) Not to install any external wires or cables that may be

visible outside the said Apartment;

ii) Not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

jj) Not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee/s/Purchaser/s in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

kk) Not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;

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

mm) 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 Allottee/s/Purchaser/s/occupiers of the Premises and/or the neighborhood;

nn) 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;

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

pp) Not to change the Project name and its logo under any circumstances whatsoever;

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

any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment/Unit or any portion of the Building and/or the Premises.

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

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

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

7. The Allottee/s/Purchaser/s shall be responsible for and shall keep the Promoter and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee/s/Purchaser/s and shall keep the Promoter and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and

demands made against or suffered by the Promoter and the Maintenance Agency as a result of any act, omission or negligence of the Allottee/s/Purchaser/s or the servants, agents, licensees, invitees or visitors of the Allottee/s/Purchaser/s and/or any breach or non- observance by the Allottee/s/Purchaser/s of the Allottee/s/Purchaser/s's covenants and/or any of the terms herein contained.

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

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

SCHEDULE K-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 including the said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating,

replacing, repairing, white-washing, painting, decorating, re-decorating, re- building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Building.

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

7. **Rates and Taxes:** Corporation / Rajpur Sonarpur Municipality Tax, surcharge, Multistoried Building Tax, Water Tax (if applicable) and other levies in respect of the Building and/or the Premises save those separately assessed on the Allottee/s/Purchaser/s.

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

9. **Management Fees**

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

SCHEDULE-L- RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

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

b) The Maintenance Charges payable by the Allottee/s/Purchaser/s with effect from the date of issue of the Partial or Full Completion Certificate shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee/s/Purchaser/s 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 together with applicable Goods and Services Tax. In

addition to the Maintenance Charges, the Allottee/s/Purchaser/s shall be liable to make payment of Management Fees at the rate of 15 percent of the Maintenance Charges to the Promoter till the hand over of the maintenance to the Association.

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

d) The Allottee/s/Purchaser/s 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/s/Purchaser/s shall pay interest for delayed payments at the rate specified in Rule 17 of the Rules, 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/s/Purchaser/s 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/s/Purchaser/s 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 / Rajpur Sonarpur Municipality taxes, Common Expenses and/or other payments by the Allottee/s/Purchaser/s after giving 15 days notice in writing.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee/s/Purchaser/s (including Joint Allottee/s/Purchaser/s)**

(1) Signature _____
Name _____
Address _____

Please affi x Photographs and sign across the photographs
--

(2) Signature _____
Name _____
Address _____

Please
affi
x Photographs
and sign
across the
photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

Signature _____

Please
affi
x Photographs
and sign across
the
photograph

At Kolkata on in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____