

## **AGREEMENT FOR SALE**

This Agreement for Sale executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

### **By and Between**

TUHINA SK. (PAN: HFWPS2599, Aadhaar No. 5090 1946 7694), wife of Safik Sk. By faith – Muslim, by Nationality Indian, by Occupation – Housewife, residing at Raghampur, Post Office – Dakshin Jagaddal, Police Station – Sonarpur, District – South 24 Parganas, hereinafter called and referred to as the “**OWNER**” (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include her legal heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART;

### **AND**

M/S BENGAL SRISHTI PRIVATE LIMITED, CIN: U45209WB2022PTC253000, PAN: AAKCB6705G, a company within the meaning of the Companies Act, 2013 having its registered office at 12/7, Chowbhaga Road, 1<sup>st</sup> Floor, Tiljala, South 24 Parganas, Kolkata – 700039, hereinafter referred to as “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the OTHER PART; being represented by its DIRECTORS

- (1) SRI PIJUSH BHOWMICK, (PAN: AMVPB9080A, Aadhaar No. 2355 7698 2704), son of late Priyanath Bhowmick, residing at 6G, Rani Rashmoni Garden Lane, P.O. & P.S. Tangra, Kolkata – 700015, Dist. South 24 Parganas,
- (2) SRI HARISH GUPTA, (PAN: ACZPG4667J, Aadhaar No. 7962 09617 3487), son of Shubhash Chand Gupta, residing at P – 344, C.I.T. Road, Scheme, VI-M, Kankurgachi, P.O. Kakurgachi, P.S. Maniktala, Kolkata – 700054, authorized and empowered to execute these presents for and on behalf of the Developer.

### **AND**

(1) *[If the Allottee is a company]*

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

(2) [If the Allottee is a Partnership]

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

[OR]

(3) [If the Allottee is an Individual]

\_\_\_\_\_ (PAN No. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_, by occupation \_\_\_\_\_, by religion \_\_\_\_\_, citizen of India, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, hereinafter jointly called "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and permitted assigns)

(4) [If the Allottee is a HUF]

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

*[Please insert details of other allottee(s), in case of more than one allottee]*

The **Owners**, the **Developers** and the **Allottee** are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**". The Owners and the Developer are hereinafter collectively referred to as "**the Vendors**". Words defined in Schedule F shall have the meaning mentioned therein.

## WHEREAS

- A. 1. The Owner is the absolute lawful owner and seized and possessed of and/or otherwise fully and sufficiently entitled to the **Premises** described in **Part I of Schedule H**. The details of the purchase deeds of the Owner in respect of the Premises are mentioned in **Schedule I** hereto.
  2. The Premises is mutated in the names of the Owner in the records of the Rajpur Sonarpur Municipality under Assesses Id: 2153402
  3. The Premises is also mutated in the name of the Owner with the authorities under the West Bengal Land Reforms Act, 1955 as the owners thereof. Certificate of Mutation dated 05th October, 2015 has been issued by the Rajpur Sonarpur Municipality in favour of the Owner.
- B. The Owner and the Developer entered into a Development Agreement dated 10th February, 2023 registered at the office of the District Sub-Registrar – II, South 24 Parganas in Book No. I, Volume No. 1602-2023, Pages 73488 to 73543, Being No. 160201828 for the year 2023 for the development of the Premises. Pursuant to and in terms of the Development Agreement, the Owner has executed a Power of Attorney dated 17th February, 2023 in favour of the Developer which has been registered at the office of the District Sub Registrar – II, South 24 Parganas in Book No. I, Volume No. 1602-2023, Pages 82259 to 82289, Being No. 160202071 for the year 2023.
- C. The said Land is earmarked for the purpose of constructing multi-storied buildings ("**the Project**") and the Project has been named "**SRISHTI SONAR TORI**".
- D. The Parties are competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner and Developer regarding the said land on which Project is to be constructed have been completed.
- E. The Rajpur Sonarpur Municipality has sanctioned the Plans vide Building Permit No. SWS-OBPAS/2207/2024/1011 dated 22nd May, 2024 for construction of new buildings on the said Land for residential use. ("**Plan**")
- F. The Vendors agrees and undertakes that it shall not make further changes to the Plans except in compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 ("**the Act**") and other laws as applicable as also this Agreement.
- G. The Project has been registered under Act with the West Bengal Real Estate Regulatory Authority at WB RERA Office, Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

- H. The Allottee had applied for an Apartment Unit in the Project and has been allotted apartment no. \_\_\_\_ having Carpet Area of more or less \_\_\_\_\_ square feet, equivalent to Super Built-up Area (SBA) of more \_\_\_\_\_ square feet, on \_\_\_\_ floor in Block no. \_\_\_\_ ("**the Building**") along with Garage no. \_\_\_\_ admeasuring more or less \_\_\_\_\_ square feet in the Ground Floor of the Building, as permissible under the applicable law and of pro rata share in the common areas ("**the Common Areas**") as defined under clause (n) of Section 2 of the Act (the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**) and on the General Terms and Conditions (GTC) agreed between the parties.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. 1 The Allottee 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 ownership and title of the Owners in respect of the Premises and the documents relating thereto; (ii) right, title and interest of the Owner and Developer regarding the said land on which Project is to be constructed and the documents relating thereto; (iii) The Plans sanctioned by the Municipality and the necessary approvals and permissions; (iv) The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment.
- 2 The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.
- K The parties hereby confirm that they are signing this Agreement with knowledge and understanding of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- L The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment described in **paragraph H** as well as 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 agree as follows:

**1. TERMS**

- a. Subject to the terms and conditions as detailed in this Agreement, the Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment described in **Paragraph H**.
- b. The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area of the said Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for Garage.

Break up given below:- [also mentioned in “**Total Price/Agreed Consideration**” under **Schedule C** ]

Block/Building/Tower _____	no.	Rate of Apartment per square feet*
Apartment no. _____		
Type _____		
Floor _____		

[AND] [if/as applicable]

Garage/Closed parking – 1	Price for 1
Garage/Closed parking - 2	Price for 2

Type _____	

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Developer towards the said Apartment Unit.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Developer shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide on written request to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the said Apartment Unit includes the price of the proportionate share/pro rata in the said Land and Common Areas and Facilities and the right of use thereof and the right to use the said Car Parking Space, if any, as mentioned in this Agreement.

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

The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule C ("Payment Plan")**.

The Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments on mutually agreed terms for the period by which the respective instalment may be preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer and payment being made in terms thereof by the Allottee.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (mentioned in **Schedule D**) and the nature of fixtures, fittings and amenities described in **Schedule E** in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1b of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the [Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

The Allottee has paid a sum of Rs \_\_\_\_\_ , (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Developer or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque/Real-Time Gross



Settlement (RTGS) or online payment (as applicable) in favour of the Developer payable at Kolkata.

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

- a) The Allottee, if resident outside India, shall intimate the same in writing to the Vendors and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors with necessary declarations, documents, permission, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- b) The Vendors accept no responsibility in regard to matters specified in Clause 3a above. Under no circumstances shall the Vendors be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Vendors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Vendors immediately and to comply with necessary formalities if any under the applicable laws. The Vendors shall not be responsible towards any third-party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment Unit applied for herein in any way and the Vendors shall issue the payment receipts in favour of the Allottee only.

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

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

### **5. TIME OF ESSENCE**

Time is of essence for the Developer as well as the Allottee. The Developer shall take steps to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee after receiving the Completion/Occupancy Certificate in respect of the said Apartment subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall

make timely payments of the instalments and other dues payable by him in **Schedule C** and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Developer as provided.

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

The Allottee 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 Municipality, the Total Price and Payment Plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications mentioned in **Schedule D**, the Common Areas and Facilities mentioned in **Schedule E**. The Developer shall develop the said Apartment Unit in accordance with the said layout plans, floor plans and specifications, amenities and facilities and subject to the terms of this Agreement and the understanding between the parties, the Developer undertakes to abide by such plans approved by the Municipality.

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

### **a. Schedule for possession of the said Apartment**

The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on **30th October 2017**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

### **b. Procedure for taking Possession**

The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the

case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate\* of the Project.

**c. Failure of Allottee to take possession of the said Apartment**

Upon receiving a written intimation from the Promoter as per clause 7b, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7b, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**d. Possession by Allottee**

After obtaining the Full Completion/Occupancy certificate for the Project and handing over physical possession of all the Apartment Units of the Project to all the Apartment Owners, it shall be responsibility of the Developer to complete the Common Areas and Facilities and hand over the necessary documents and plans, including Common Areas and Facilities, to the Association of Allottees of the Project as per the local laws.

**e. Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The liability of the Developer to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

**f. Compensation**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a

developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

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

- (i) The Owners have marketable title with respect to the said Land. The details of the Purchase Deeds in favour of the Owners in respect of the Premises are mentioned in **Schedule I** hereto. The Owners have absolute, actual, physical and legal possession of the said Land which have been handed over to the Developer to carry out development of the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the said Land;
- (iii) There are no encumbrances upon the said Land or the Project created by the Vendors;
- (iv) There are no litigations pending before any Court of law with respect to the said Apartment;
- (v) All approvals, licenses and permits issued by the Municipality with respect to the said Land and the said Apartment are valid and subsisting. Further, the Developer has been and shall, at all times, remain to be in compliance with applicable laws in relation to the said Land, Buildings and the said Apartment and Common Areas and Facilities;
- (vi) The Vendors 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 created herein, may prejudicially be affected.
- (vii) The Vendors 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 Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas and Facilities shall be handed over to the Association of Allottees after completion of the Project and execution and registration of the Deed of Transfer in favour of the Association;
- (x) The 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 Vendors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable by the Vendors as per applicable law with respect to the said Land to the Municipality till the Completion/Occupancy Certificate is issued;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Apartment) has been received by or served upon the Vendors adversely affecting the said Apartment.
- (xiii) The said Land is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

- a. Subject to the Force Majeure conditions and reasons beyond control, the Developer shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:
  - (i) Vendors fail to offer to provide ready to move in possession of the said Apartment to the Allottee 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.
  - (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made thereunder.
- b. In case of Default by the Vendors under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, noncompliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:
  - (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
  - (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee towards

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment subject to the Allottee having made timely payment of the full amounts of the Total Price 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 complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation. Failure to offer ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' or any extension thereof except for the reason of title defect shall be the sole responsibility of the Developer and accordingly the interest mentioned above shall be payable by solely the Developer and in case the failure to offer is for the reason of title defect, then the same shall be the sole responsibility of the Owners and accordingly the interest mentioned above shall be payable solely by the Owners.

- c. The Allottee shall be considered under a condition of Default, on the occurrence of inter alia the following events:
  - a. In case the Allottee fails to make payments of the demands made by the Developer 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 shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;
  - b. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Developer in this regard,

the Developer may cancel the allotment / Agreement of the said Apartment Unit in favour of the Allottee and refund the money paid to the Developer by the Allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Developer shall from the date of termination be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without waiting for formal execution of the Cancellation Agreement and without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination and the Allottee hereby consents to the same. However, the liability of the Developer to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

- d. The Developer shall have the right to cancel this Agreement if the Allottee creates any nuisance, obstructs the development of the Project or in any manner prohibits the Developer from carrying out development of the said Land in any manner whatsoever. The Developer may exercise this right of cancellation at its sole discretion and without any liability or obligation towards the Allottee. The Developer's decision to cancel this Agreement shall be final and binding upon the Allottee and the Allottee shall have no right to challenge or dispute such cancellation. In case of such cancellation by the Developer the provision of Clause 7e including regarding termination, forfeiture and refund shall be applicable.

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

The Vendors, on receipt of Total Price of the said Apartment Unit as per Clause 1b above and Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including interest for late payment, Maintenance Charges, electricity charges, Municipality taxes and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a Deed of Conveyance in respect of the said Apartment Unit within 3 months from the date of issuance of the Completion/Occupancy Certificate in respect of the said Apartment to the Allottee.

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

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

Subject to timely payment of maintenance charges by all the Allottees of the Project (including the Allottee herein) the Developer through any agency appointed by the Developer 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/Occupancy Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Consideration of the said Apartment Unit and the same shall be paid by the Allottee as agreed with the Developer 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 Developer within a period of 5 (five) years by the Allottee from the date of handing over possession and/or the date of issue of the Completion/Occupancy Certificate in respect of the said Apartment, whichever is earlier, the Developer shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of the Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Developer shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and Facilities and/or any of the Apartments by the Apartment Owners including the Allottee herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. and/or any acts or omissions made by any of the Apartment Owners and/or occupants of the Buildings and/or due to any other reason not attributable to the Developer.

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

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

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



The Developer/Association of Allottees shall have rights of unrestricted access to all Common Areas and Facilities mentioned in **Schedule E** for providing necessary maintenance and repair services and the Allottee agrees to permit the Developer and/or Association of Allottees 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**

The Common Areas and Facilities mentioned in **Schedule E** and located within the said Land, shall be ear-marked for purposes such as facilities and services including but not limited to underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans if mentioned therein. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Allottees formed for rendering maintenance services.

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

- a. Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the said Apartment Unit or the Common Areas and Facilities which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment Unit and shall keep at his/her own cost the said Apartment Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.
- b. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face/ facade of the Buildings or anywhere on the exterior of the Premises, the Buildings therein or Common Areas and Facilities. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment Unit or place any heavy material in the common passages or staircases of the Buildings. The Allottee shall also not remove or damage any wall including the outer and load-bearing wall of the said Apartment Unit.
- c. The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees.
- d. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions mentioned in Clauses 16a to 16c.

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

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

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

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

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

#### **19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE**

The Vendors 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 who has taken or agreed to take the said Apartment. The Allottee 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 and the loans taken/to be taken by the Vendors. In the event of any conflict in the terms of the housing loan documents and this Agreement, the terms of this Agreement shall prevail.

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

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

#### **21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, pays the applicable stamp duty and registration fees and appears for registration

of the same before the concerned registration authority as and when intimated by the Vendors. If the Allottee(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and/or to appear before the concerned registration authority for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of any of the Vendors and in such case the provision of Clause 7e above regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee 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 Unit.

## **23. RIGHT TO AMEND**

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

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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

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

- a. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (**Schedule C**) including waiving the payment of interest for delayed payment provided that such waiver shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in subsequent breach by the Allottee in not making timely payment as per Payment Plan. It is made

clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Developer being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Developer. The Allottee 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 Developer including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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

## **26. SEVERABILITY**

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

## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER**

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

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. 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 Courts at Kolkata.

### **30. NOTICES**

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

Allottee's Address:

\_\_\_\_\_ (Name of the Allottee)  
\_\_\_\_\_, Post Office \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_

Vendors' Address:

Bengal Srishti Developers Private Limited  
Premises No. 12/7, Chowbhaga Road, 1<sup>st</sup> Floor, Tiljala, South 24 Parganas, Kolkata – 700039

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

### **31. JOINT ALLOTTEES**

That in case there are Joint Allotees all communications shall be sent by the Vendors to the Allottee whose name appears first and at the address given by such Allottee which shall for all intents and purposes be considered as properly served on all the Allottees. 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 this Agreement.

### **32. GOVERNING LAW**

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### **33. DISPUTE RESOLUTION**

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

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 thereunder.

#### **34. ADDITIONAL TERMS**

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supersession of those contained hereinbefore:

- (i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Developer may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas and Facilities and its layout and/or the said Apartment Unit as may be deemed necessary by the Developer and/or as may be advised by the Architects and/or as may be required by any authority including the Municipality and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the Common Areas and Facilities and its location and layout may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total quantum of Common Areas and Facilities mentioned in **Schedule E** shall not be reduced to the detriment of the Allottee.
- (ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction as also regarding structural defect/damage shall be final and binding on the parties.
- (iii) At the request of the Allottee, the Developer may at its option and subject to such conditions as it may deem fit, allow the Allottee to have temporary access to the said Apartment for interior and furniture works provided all dues payable to the Developer

are paid in full by the Allottee and subject to such terms and conditions as may be decided by the Developer in addition to those mentioned herein. The Allottee shall complete the interiors and furniture works without disturbing or causing inconvenience to the Developer or the occupants of other Apartments in the Buildings and without making any change in the structure and construction of the said Apartment and without in any manner doing anything which may adversely affect the validity of the plans and/or grant of partial or full Completion/Occupancy Certificate. During such period of temporary access, the Developer shall continue to be in possession of the said Apartment and the Allottee shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the said Apartment till possession is given by the Developer in terms of Clause 7b. The Allottee shall pay to the Developer all incidental charges like proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Allottee.

- (iv) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7b, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas and Facilities, the said Apartment Unit, etc. and shall not thereafter be entitled to raise any objection or dispute or make any claim regarding the same. Notwithstanding anything contained in Clause 12 hereinabove the Vendors shall not be liable to rectify any defect occurring under the following circumstances: -
- a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee takes over possession of the said Apartment, the Developer will not have any responsibility or liability for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - b) If there are changes, modifications or alteration in electrical lines and wirings after the Allottee takes over possession of the said Apartment, the Developer will not have any responsibility or liability for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - c) If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not have any responsibility or liability for door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - d) If the Allottee after taking actual physical possession of the said Apartment executes interior decoration work including any addition and/or alteration in the

layout of the internal walls of the said Apartment by making any changes in the said Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer and the Developer will not have any responsibility or liability for rectifying such defects;

- 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. The Developer will not have any responsibility or liability for rectifying such cracks.
  - f) If the materials and fittings and fixtures provided by the Developer are not being maintained by the Allottee 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 Developer in the Common Areas and Facilities and/or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
  - h) If the Architect certifies that any purported defects are not manufacturing defect or due to poor workmanship or poor quality.
  - i) Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment (which inspection Developer shall endeavour to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.
- (v) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.
- (vi) After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Municipality and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment in the Allottee's name within 6 months thereafter.



- (vii) In case of there being a failure, refusal, neglect, breach, violation, noncompliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Developer shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Developer within the above time, then the Allottee shall be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer and in default of such payment within 30 days, the Developer may terminate the allotment /Agreement of the said Apartment Unit in favour of the Allottee. In case of termination the provisions under sub-clause 9c(ii) shall be applicable including regarding the amount that shall be refundable and the time for the same as also the entitlement of the Vendors to deal with, dispose of and/or sell the said Apartment Unit to anyone else.
- (viii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings 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 Unit or portion of the Project and/or in the use and enjoyment of the Common Areas and Facilities in the said Land by all the Apartment Owners, then in that event the Allottee shall also be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer.
- (ix) Besides the aforesaid rights mentioned in sub-clauses (vii) and (viii) above, the Developer shall also be entitled to enforce any other right to which the Developer may be entitled to in law by reason of any act, omission, default or breach on the part of the Allottee.
- (x) The (i) open and covered spaces in the Buildings and the said Land that are not included in the Common Areas and Facilities mentioned in **Schedule E**, (ii) Roofs of the Buildings at the Premises excluding the Common Roof Area, (iii) 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 roofs of the Buildings including the Common Roof Area; are not intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Vendors without the Allottee having any right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever to any person or entity on such terms and conditions and for such consideration as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Vendors.

- (xi) The entitlement of the Allottee in respect of the Common Areas and Facilities shall be variable depending on Additional/Further Constructions, if any, made by the Developer from time to time and the Allottee hereby irrevocably consents to the same. Any such variation and/or any Additional/Further Constructions shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation and/or any Additional/Further Constructions.
- (xii) The Developer shall be entitled at all times to install, display and maintain its name, brand and/or logo on the roofs (including Common Roof Area) and boundary walls of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same and no one including the Allottee, other Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. The Developer and its agents shall be entitled to have unhindered access to the roofs (including Common Roof Area) and boundary walls of the Buildings and/or other areas in the Buildings and/or the Premises for maintenance, repairs, replacement, etc. of its hoardings, display signs, neon signs, lighted displays, etc. and the Allottee hereby consents to the same and no one including the Apartment Owners and the Association shall be entitled to object or to hinder such access in any manner whatsoever. No one including the Apartment Owners and the Association shall have any right to remove, change, alter and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Developer.
- (xiii) The Developer may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Developer for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas and Facilities of the Buildings and/or on the roofs of the Buildings including the Common Roof Area and no one including the Allottee, other Apartment Owners, the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever.
- (xiv) Though the Allottee may obtain loan in terms of Clause 19, the Allottee shall not have any right or lien in respect of the said Apartment Unit till execution and registration of the Deed of Conveyance after payment of all amounts by the Allottee.
- (xv) The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Developer after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Developer may suffer.
- (xvi) The Allottee shall be responsible for the internal security of the said Apartment and all materials within the same.

- (xvii) The Developer shall take steps for formation of the Association after completion of the Project. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Developer shall not be entitled to be recognised by the Developer and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association after issuance of the Full Completion/Occupancy Certificate in respect of the Project and within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over the Association shall be responsible for the maintenance of the Buildings 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 Developer shall transfer and make over the Deposits, if any, that may have been made by the Apartment Owners, to the Association after adjusting its dues, if any.
- (xviii) All the Apartment Owners including the Allottee 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 Developer.
- (xix) 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 hereby consents to the same and shall not be entitled to raise any objection thereto.
- (xx) All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Developer and the Allottee hereby consents to accept and sign the same forthwith on demand and without any delay.
- (xxi) 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 any other Agreements that may be executed in respect of the other Apartments of the Project and/or in the several Deeds of Conveyance that may be executed in respect of the different Apartments of the Project and such 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.
- (xxii) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Buildings including the Allottee herein.
- (xxiii) The rights of the Vendors, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.

- (xxiv) The Allottee shall from the Date of Possession, use and enjoy the said Apartment in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottee and/or the Vendors.
- (xxv) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas and Facilities, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, municipality taxes and other taxes and other outgoings are more fully specified in Clause 16 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession and/or the Date of Commencement of Liability, whichever is earlier, all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, 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 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 or the Agreement/ Allotment is cancelled/terminated.
- (xxvi) The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and Facilities and also irrespective of whether or not the Allottee is granted facility of parking any number of car in the Mechanical Car Parking System by the Developer and any non-user or non-requirement in respect of any Common Areas and Facilities 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 in respect of the said proportionate common expenses and/or maintenance charge. Any use of the Mechanical Car Parking System by the Apartment Owners including the Allottee (if so granted) shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Developer and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Car Parking System to which the Allottee hereby consents and agrees to keep the Vendors fully indemnified in respect thereof.
- (xxvii) From the date of offering the handing over of maintenance to the Association, the Developer shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, the Mechanical Car Parking System, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Allottee 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, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors 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 Vendors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance and the same shall be the sole liability and responsibility of the Apartment Owners including the Allottee herein and/or the Association.

(xxviii) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Vendors 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 floor/storey/construction over the roofs of the Buildings (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 Buildings and/or the Common Areas and Facilities and such future Additional/Further Constructions/exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey 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 Vendors are entitled to shift any part of the Common Areas and Facilities (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roofs and also to make available the Common Areas and Facilities and all utility connections and facilities to the Additional/Further Constructions. The Vendors shall, if required, be entitled to obtain necessary permission / sanction from time to time from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Allottee 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 and that the total quantum of Common Areas and Facilities mentioned in **Schedule E** shall not be reduced to the detriment of the Allottee.

(xxix) Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign 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 this Agreement ("Alienation") (except for the purpose of loan in terms of Clause 19) unless all the following conditions are complied with: -

- a) A minimum period of \_\_\_\_ (\_\_\_\_\_) months has passed from the date of registration of this Agreement.

- b) There is no delay or default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full and timely 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 or the assignee, nominee, etc. has made payment to the Developer transfer charges of Rs. \_\_\_\_\_/- (hereinafter referred to as "the Transfer Charges"). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company/LLP, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company/LLP in which the Allottee owns at least 51 per cent of the entire equity share capital/partnership interest as also complete management control.
- e) The Allottee shall deposit with the Developer No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Apartment Unit including the documents pertaining to the said Apartment Unit.
- f) Prior consent in writing is obtained from the Developer regarding the proposed Alienation.
- g) Any additional income tax liability that may become payable by the Vendors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Vendors 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 on or before the nomination.
- h) An undertaking in writing being given by the Assignor / Nominator confirming that the Assignor / Nominator shall forego the stamp duty and registration fees paid on this Agreement for Sale and an undertaking in writing being given by the Assignee / Nominee that the Assignee / Nominee shall make payment of the additional stamp duty and registration fees that may be payable due to such nomination without raising any dispute.

(xxx) After the execution and registration of the Deed of Conveyance, the Allottee may alienate 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 transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein as also in the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee 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, municipality taxes and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Municipality and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall be a charge on the said Apartment Unit and shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

(xxxi) The Vendors shall be entitled to sell the Apartment Units in the said Land and the Premises on such terms and conditions as the Vendors may deem fit and proper and which may be at variance with the terms and conditions applicable to the Apartment Units in general and to the Allottee in particular.

(xxxii) 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 including Mechanical Car Parking System sanctioned by the Municipality are meant to be used only for parking cars by the Apartment Owners of this Project only.
- (b) The total number of open and covered Car Parking Spaces including Mechanical Car Parking System in the Project exceeds the total number of Apartments in the Project. The sizes of the Apartments are different and the car parking space requirement of the Apartment Owners also varies.
- (c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces including a Mechanical Car Parking System shall be earmarked and allotted along with specified Apartments so that the same cars are parked in the same space every day.
- (d) Accordingly, at the request of the Allottee, the Developer has agreed to allot the said Car Parking Space/Garage, if any, mentioned in **Schedule A** for exclusive use by the Allottee.

(e) It is expressly made clear that only right of use shall be granted in respect of the said Car Parking Space, if any, mentioned in Schedule A and no sale shall be made.

(f) The Allottee agrees and undertakes not to raise any dispute or objection regarding the allotment of the Car Parking Spaces made by the Developer to the other Apartment Owners of the other Apartment Units and agrees and undertakes not to disturb the use of the allotted Parking Spaces by the other Apartment Owners of the other Apartment Units.

(xxxiii) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that in case of termination /cancellation of this Agreement for any reason whatsoever, the Allottee shall execute and register at the Allottee's costs a Cancellation Agreement as may be required by the Developer but the cancellation/termination shall become effective immediately and shall not be dependent on the execution and registration of the Cancellation Agreement. The Allottee shall be liable to compensate and indemnify the Developer for all damages in case of delay or default in execution of the Cancellation Agreement by the Allottee.

**IN WITNESS WHEREOF** 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:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
Photograph  
and sign  
across the  
photograph

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
Photograph  
and sign  
across the  
photograph

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

**Developer:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
Photographs  
and sign  
across the  
photograph



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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
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and sign  
across the  
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**SIGNED AND DELIVERED BY THE WITHIN-NAMED**

**Owners:**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Please affix  
Photographs  
and sign across  
the  
photograph

**WITNESSES:**

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

Name \_\_\_\_\_

Address:

Please affix  
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and sign across  
the photograph

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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and sign across  
the photograph

**SCHEDULE A**

**APARTMENT UNIT**

ALL THAT the Apartment No. \_\_\_\_\_ having Carpet Area of about \_\_\_\_\_ square feet, more or less, and Built-Up Area of about \_\_\_\_\_ square feet, more or less, and mutually agreed by the parties to be equivalent to Super Built-Up area of \_\_\_\_\_ square feet on the \_\_\_\_\_ Floor of Block \_\_\_ of the Buildings together with the right to park \_\_\_\_\_ medium sized cars in the basement of the Buildings and/or the right to park \_\_\_\_\_ medium sized cars in the open parking on the ground level and/or the right to park \_\_\_\_\_ medium sized cars in the Mechanical Car Parking System and/or the right to park \_\_\_\_\_ medium sized cars in the covered parking on the ground floor (the location whereof shall be specified by the Developer on or before the Date of Possession) in the Project being constructed at Municipal Premises No. Premises No. Mouza – Jagaddal, L.R. Dag No. – 1473, R.S. Dag No. – 1279, L.R. Khatian No. – 2570, R.S. Khatian – 672, J.L. No. – 71, Holding No. – 115, P.S. – Sonarpur, Ward No. – 24, Street – Dwarir Road, South 24 Parganas, Pin code – 700151 under Rajpur Sonarpur Municipality, West Bengal.

The said Apartment is proposed to be made ready for handing over possession by **30<sup>th</sup> October 2027** unless there is a delay due to Force Majeure or reasons beyond control.

**SCHEDULE B**

**FLOOR PLAN OF THE APARTMENT**

PLAN ATTACHED

**SCHEDULE C**

**PRICE DETAILS & PAYMENT PLAN**

**[Total Price/Agreed Consideration]**

Total Price /Agreed Consideration for sale of:	
a) Apartment _____ in _____ Floor	Rs. _____/-
b) Garage (excluding GST, Cess and other taxes)	Rs. _____/-
<b>Total (Rupees _____ only)</b>	<b>Rs. _____/-</b>

**[Payment Schedule]**

[SET OUT]

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

<b>SPECIFICATIONS</b>		
<b>Structure</b>		<b>Features</b>
1.	SPECIFICATION	<p>Foundation Isolated column footing with proper reinforcement concrete mix design M20(1:1.5:3). Brick work in cement mortar with cement sand mix 1:6 in 200mm thick wall and in 125/75 mm thick wall. Cement sand mortar is 1:4 - Lintels, Roof, RCC According to the Ceiling plaster thickness = 10mm. (1:4 cement and sand mix)</p> <p>Outside plaster thickness = 15mm. (1:5 cement and sand mix)</p> <p>Inside plaster thickness = 10mm. (1:6) cement and sand mix)</p>
2.	STRUCTURAL SPECIFICATIONS	<ol style="list-style-type: none"> <li>1. Class "A" Kiln Burnt Brick with MINM. crushing strength of 1500PSI should be used</li> <li>2. A MINM. Steel grade FE415 deformed bars for all dia.</li> <li>3. characteristics strength of concrete should be 20 MPA for slab, beam, column and footing.</li> <li>Normal mix proportion of concrete is M20 (1:1.5:3) (Cement : Fine AGG : Coarse AGG.)</li> <li>4. Nominal cover of slab, beam, column &amp; foundation is 15mm, 25mm, 40mm and 50 mm, respectively.</li> <li>5. Cement sand mortar should be used as,               <ol style="list-style-type: none"> <li>A. In super STR. 8" thick 1:6</li> <li>B. Super STR. 5" thick 1:4</li> </ol> </li> <li>6. LAP Length should be followed as,               <ol style="list-style-type: none"> <li>A. 20mm dia. = 1300mm (51")</li> <li>B. 16mm dia. = 1000mm (39")</li> <li>C. 12mm dia. = 762mm (30")</li> <li>D. 10mm dia. = 625mm (25")</li> </ol> </li> <li>7. The design is in according with Seismic Zone III (City Kolkata) damping ratio 0.0005</li> <li>8. Soil bearing capacity is considered as per SOIL TEST REPORT</li> </ol>
3.	FLOOR	The floors of bed rooms, living and dining room, kitchen, toilet, balcony, stair would be finished with marble and 4" skirting.
4.	(A) TOILET	The wall of the toilet would be finished in plain white glazed tiles up to 5' – 0" height from the floor with concealed pipe lines, for water supply. Also, the toilet would be provided with white colour commode (European) types 'P' with low down P.V.C. shower, one towel rail rod of 2' – 0" length and ¼" dia round only white colour 12" – 18" basin would be provided in living cum dining room with one towel ring of aluminium.

	(B) WATER COSE (WC)	Wall would be finished in plain white glazed tiles up to 3'v – 0" height from the floor with concealed pipe lines for water supply and it would be provided with one white colour commode (European) with low down P.V.C. cistern, one water tap (G.I.).
5.	DOORS	All doors frames would be made of Sal wood painted in colours. All doors would be 32 mm thick flush doors fitted with standard fittings (excepting locks). All doors width be painted in colours.
6.	WINDOWS	All the window would be provided Aluminium Channel sliding windows.
7.	KITCHEN	One Black stone cooking platform fitted with black stone sink and work self. Up to 2'- 6" plain white glazed tiles will be fitted on back wall of the cooking platform.
8.	INSIDE WALL OF THE FLAT	Arise in all inside – walls
9..	COLOUR OF THE BUILDING OFFSIDE	Cement based colour outside walls of the building staircase will be finished be lime wash.
10..	ROOF	Roof Treatment shall be done. Except the stair, wall of the staircase will be lime wash, cement paint in out surface of wall of the building.

#### **SPECIFICATION OF ELECTRICAL WIRING AND FITTINGS**

- A. Full concealed wiring.
- B. One electrical calling bell point beside main door.
- C. Bed room would be provided with two light points, one fan point, one 5 Amp power point.
- D. Living cum dining room would be provided with two light points, two fan point, one 5 Amp power point, one 15 Amp power point.
- E. One light point, one exhaust fan point and one 5 Amp power point in kitchen.
- F. One light point, one exhaust fan point and only in each toilet/W.C., one geezer point in toilet only.
- G. One light point in balcony.
- H. Separate meter for individual flat will be installed by the owner at his coat.
- I. WATER SUPPLY Water would be supplied from over head tank from deep tubewell by standard motor pump.

#### **SCHEDULE E COMMON AREAS AND FACILITIES**

1. Staircase, landings on all the floors.
2. Water pump, Water pipes, water tanks and other common plumbing installations (except fitting in individual flats).

3. Electrical wiring, meters, if any and fittings (excluding those are installed for any particular Unit/Flat ) yearly maintenance of the building should be proportionately shared or borne by all the occupiers of the building.
4. Electrical wiring and fitting materials will be purchased with the consent of the owners.

Notwithstanding anything contained elsewhere herein, the contents of this Schedule and the rights in respect of the Common Areas and Facilities are subject to the reservations and/or the rights of the Vendors under this Agreement.

#### **SCHEDULE F DEFINITIONS**

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- (b) **“Additional/Further Constructions”** shall mean all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises from time to time including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Vendors and shall belong to the Vendors with full right to transfer the same and receive the consideration thereof and the transferees and occupiers thereof shall have similar rights as the Allottee herein in respect of the Common Areas and Facilities;
- (c) **“Additional Liabilities”** shall mean the additional liabilities mentioned in **Part I of Schedule G** which are to be paid by the Allottee in addition to the Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;
- (d) **“Agreed Consideration/Total Price”** shall mean the sale consideration mentioned in Schedule C payable by the Allottee for purchase of the said Apartment Unit;
- (e) **“Apartment”** shall mean any residential apartment (including the bathrooms, balcony, servant’s room, if any, appurtenant thereto) and/or any other covered space in the Buildings which is capable of being exclusively owned, used and/or enjoyed;
- (f) **“Apartment Owners”** shall, according to the context, mean all allottees and/or intending allottees of different Apartments in the Buildings and shall also include the Vendors (and subsequently their transferees) in respect of such Apartments as may be retained and/or not alienated and/or not agreed to be alienated by them;
- (g) **“Apartment Unit”** shall mean any residential Apartment (including the bathrooms, balcony, servant’s room, if any, appurtenant thereto) and/or any other covered space in the Buildings which is capable of being exclusively owned, used and/or enjoyed by any

Apartment Owner, the right, if any, to park a car in a Car Parking Space and the right to use and enjoy in common only the Common Areas mentioned in **Schedule E**;

- (h) **“Architects”** shall mean \_\_\_\_\_ of \_\_\_\_\_ who have been appointed as the architect for the Project by the Developer and/or such other Architects whom the Developer may from time to time appoint as the Architects for the Project;
- (i) **“Association”** shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Vendors and the representatives of all the buyers of Apartments and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Developer;
- (j) **“Buildings”** shall mean the new buildings comprising of residential Apartments, Car Parking Spaces and Common Areas and Facilities and other constructions to be constructed on the Premises by the Developer in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Developer from time to time wherever the context so permits;
- (k) **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, if any, balcony, if any, servant’s room, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment;
- (l) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (m) **“Car Parking Spaces / Garage”** shall mean the spaces in respect of which right to park shall be allotted by the Developer in the (i) basement of the Buildings, (ii) open parking on the ground level, (iii) Mechanical Car Parking System and (iv) covered parking on the ground floor;
- (n) **“Common Areas and Facilities”** shall mean the areas and facilities mentioned in **Schedule E** hereto which shall be used and enjoyed in common by the Allottees of the Apartments;
- (o) **“Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Buildings, the Mechanical Car Parking System, the Common Areas and Facilities and the expenses for Common Purposes including those mentioned in **Schedule K**;
- (p) **“Common Purposes”** shall include the purpose of maintaining and managing the Premises, the Buildings, the Mechanical Car Parking System, the Common Areas and Facilities, rendition of services in common to the Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and

enjoyment of their respective Apartments exclusively and the Common Areas and Facilities in common;

- (q) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roofs of the Buildings, as may be decided and demarcated by the Developer at any time prior to handing over possession of the said Apartment, along with the Lift Machine Room and the water tank thereon which only shall form part of the Common Areas and Facilities;
- (r) **“Municipality”** shall mean the Rajpur Sonarpur Municipality and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend, revise and/or regularise the Plans;
- (s) **“Date of Commencement of Liability”** shall mean the date of grant of the Completion/Occupancy Certificate by the Rajpur Sonarpur Municipality;
- (t) **“Date of Possession”** shall mean the date on which the Allottee is handed over possession of the said Apartment Unit;
- (u) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all of the Allottee’s obligations, paying and depositing all amounts in time and not committing any breach or default;
- (v) **“Deposits”** shall mean the deposits to be made by the Allottee as mentioned in **Part II of Schedule G** and shall also include any other amount that the Allottee may be required to deposit;
- (w) **“Development Agreement”** shall mean and include the agreements and documents executed from time to time by and between the Owners and the Developer relating to development of the Premises including the Development Agreement bearing Deed No. I-1602-01828/2023 dated 15th February, 2023 registered at the office of the District Sub Registrar – II, South 24 Parganas in Book No. I, Volume No. 1602-2023, Pages 73488 to 73543, being No. 160201828 for the year 2023 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;
- (x) **“Maintenance Agency”** shall mean the Developer itself or any agency appointed by the Developer for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings and Common Areas and Facilities;
- (y) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (z) **“Notice for Possession”** shall mean the notice to be issued by the Developer to the Allottee in terms of Clause 7b;

- (aa) **“Plan/Plans”** shall mean the plans of the Buildings which have been sanctioned and approved by the Rajpur Sonarpur Municipality bearing Building Permit No. SWS-OBPAS/2207/2024/1011 dated 22nd May, 2024 for construction of the Buildings on the said Land and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications/alterations therein that may be made, if any, as well as all regularisations, revisions, renewals and extensions, if any;
- (bb) **“Power of Attorney”** shall mean and include all powers and authorities executed and/or granted by the Owners in favour of the Developer from time to time relating to development of the Premises including the Power of Attorney bearing Deed No. I-1602-02071/2023 dated 17th February, 2023 registered at the office of the District Sub-Registrar – II, South 24 Parganas in Book No. I, Volume No. 1602-2023, Pages 82259 to 82289, being No. 160202071 for the year 2023 and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time;
- (cc) **“Premises”** shall mean the said Land described in **Schedule H** and shall also include, wherever the context permits, the constructions thereon from time to time including the Buildings as also Common Areas and Facilities to be constructed thereon;
- (dd) **“Project”** shall mean the development and construction at the Premises by the Developer from time to time and shall include the Buildings (including Additional/Further Constructions) as also Common Areas and Facilities to be constructed thereon;
- (ee) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (ff) **“Rights on Allottee’s Default”** shall mean the rights to which the Developer shall be entitled in case of any default or breach by the Allottee including but not limited to those mentioned in Clause 9c;
- (gg) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (hh) **“Said Apartment”** shall mean the Apartment together with the bathrooms, balcony, servant’s room, if any, described in **Schedule A** hereto;
- (ii) **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space / Garage, (if any) and the right to use and enjoy the Common Areas and Facilities mentioned in **Schedule E** hereto in common with other Allottees and the Vendors;
- (jj) **“Said Land”** shall mean the land measuring about 18 Cottahs 2 Chittacks as per purchase deeds and found to contain 17 Cottahs 05 Chittacks 09 square feet as per physical survey, more or less, comprised in the Premises which is more fully described in **Schedule H**;
- (kk) **“Said Car Parking Space / Garage”** shall mean the right to park medium sized car(s), if any, appurtenant to the said Apartment described in **Schedule A** hereto;



- (ll) **“Section”** means a section of the Act;
- (mm) **“Sinking Fund”** shall mean the fund comprising of the amounts to be paid / deposited and/or contributed by each Apartment Owner, including the Allottee herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and Facilities and other contingencies and which shall be transferred by the Developer to the Maintenance Agency after adjustment of all dues of the Developer including towards Maintenance Charges, Common Expenses, etc.;
- (nn) **“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;

**SCHEDULE G**  
**PART I –ADDITIONAL LIABILITIES**

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

- (i) Goods and Services Tax (GST) payable on the Total Price/Agreed Consideration and/or on construction / sale / transfer of the said Apartment Unit to the Allottee and/or on any amount payable by the Allottee under this Agreement or pursuant hereto including on the Additional Liabilities and the Deposits and payments of the same shall be made on or before the date the same is payable as per law or along with the payment of the respective instalment or within 15 days of demand by the Developer, whichever is the earliest.
- (ii) Legal Fees at the rate of Rs. \_\_\_\_\_/- payable directly to the Project Advocates; 50 per cent of which shall be paid on or before the execution of Agreement for Sale and the balance 50 per cent shall be paid on or before the Date of Possession or the date of execution of the Deed of Conveyance, whichever is earlier.
- (iii) VRV/Air conditioning charges, Electricity, Transformer HT/LT charges, Generator Charges, Association Formation of Rs. \_\_\_\_\_ payable to the Developer.
- (iv) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.

- (v) Stamp duty and registration fee together with miscellaneous and incidental costs, charges and expenses for registration of each document and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and/or the Common Areas and Facilities and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time.
- (vi) Price, cost, charges and expenses levied by the Developer for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications and/or the Common Areas and Facilities, including the costs, charges and expenses for revision/registration of the Plans in relation to the said Apartment.
- (vii) Proportionate costs, charges and expenses for formation of the Association for the Common Purposes.
- (viii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction.
- (ix) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Buildings and/or the Premises.
- (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 in addition to the above.

## **PART II – DEPOSITS**

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

- (i) Security Deposit for electric supply / individual meter for the said Apartment as per actual payable to the electricity supply authority.
- (ii) Security Deposits for any other item in respect of which payment is to be made by the Allottee under Part I.
- (iii) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

## **SCHEDULE H SAID LAND/PREMISES**

ALL THAT the piece and parcel of land measuring about 17 Cottahs 05 Chittacks 09 square feet out of 18 Cottah 2 Chittacks as per purchase deeds, be the same a little more or less, situate and

lying at and being L.R. Dag No. – 1473, R.S. Dag No. – 1279, L.R. Khatian No. – 2573, R.S. Khatian – 672, J.L. No. – 71, R.S. No. 232, Touzi No. 47, 49, 63, 84, 88, Mouza – Jagaddal, now within the limits of the Rajpur Sonarpur Municipality, West Bengal, Ward No. – 24, Holding No. – 115, Street – Dwarir Road, P.S. – Sonarpur, South 24 Parganas, Pin Code – 700150 and butted and bounded as follows:

<b>ON THE NORTH</b>	Dwarir Road
<b>ON THE SOUTH</b>	Land of L.R. Dag No. 1472 / R.S. Dag No. 1278
<b>ON THE EAST</b>	Land of L.R. Dag No. 1472 / R.S. Dag No. 1278
<b>ON THE WEST</b>	Land of L.R. Dag No. 1472 / R.S. Dag No. 1278

**OR HOWSOEVER OTHERWISE** the same may be butted, bounded, called, known, numbered, described or distinguished.

#### **SCHEDULE I**

#### **DETAILS OF PURCHASE DEEDS OF THE OWNERS IN RESPECT OF THE PREMISES**

**(SET OUT)**

#### **SCHEDULE J**

#### **ALLOTTEE'S COVENANTS & HOUSE RULES**

1. The Allottee has agreed undertaken and covenanted to:
  - 1.1 Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - 1.2 Permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - 1.3 Deposit the amounts for various purposes as required by the Developer and/or the Maintenance Agency;
  - 1.4 Use and occupy the said Apartment Unit only for the purpose of residence and for no other purposes;
  - 1.5 Use the Common Areas and Facilities without causing any hindrance or obstruction to other Apartment Owners and occupants of the Buildings;
  - 1.6 Be responsible for the maintenance of the said Apartment Unit and to immediately replace and/or repair any damage which may occur to the same at his/its own cost;
  - 1.7 Keep the said Apartment and partition walls, sewers, drains, pipes, cables, wires, etc. thereon in good and substantial repair and condition;
  - 1.8 In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and Facilities for any purpose and also not to make any form of alteration to the external façade of the Buildings;

- 1.9 Maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Developer compensation and/or liquidated damages as mutually agreed in relation to the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at his own costs within 15 days from being called upon to do so by the Developer;
- 1.10 Use and enjoy the Common Areas and Facilities only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- 1.11 Sign and deliver to the Developer all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the Electricity Supply Authority in the name of the Allottee and until the same be obtained, the Developer shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment Unit and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
- 1.12 Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Developer / Association of Allottees (upon formation).
- 1.13 Bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;
- 1.14 Pay Municipality and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the said Apartment wholly and the Buildings and the Premises proportionately and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the Municipality;
- 1.15 Pay for other utilities consumed in or relating to the said Apartment Unit;
- 1.16 Allow the other Apartment Owners the right to easements and/or quasi easements;
- 1.17 Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipality Taxes, land revenue and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- 1.18 To make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Developer, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all other taxes payable by the Allottee in terms of this Agreement;
- 1.19 Observe and comply with such other covenants as be deemed reasonable by the Developer for the Common Purposes; and
- 1.20 Use the Car Parking Spaces / Garage for parking of cars without making any construction over the same and to ensure that each Car Parking Space / Garage can be used for parking only and not for any other purpose such as to store articles, goods and materials;

2. The Allottee has agreed and covenanted:
- 2.1 Not to damage, demolish or cause to be damaged or demolished the said Apartment Unit or any part thereof;
  - 2.2 Not to store any heavy article inside the said Apartment that may cause damage to the flooring in any manner;
  - 2.3 Not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature;
  - 2.4 Not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission/sanction from the 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;
  - 2.5 Not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and Facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
  - 2.6 Not to put or install any letter box, neon-sign or any other board or hoarding, any other signage, notice or advertisement in the Common Areas and Facilities or on the outside walls/facade of the Buildings. Provided However that a decent sign board on the outface of the main door of the said Apartment Unit may be put;
  - 2.7 Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstances;
  - 2.8 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
  - 2.9 Not to make or permit or play any disturbing noises or loud sounds or music in the said Apartment Unit and/or the Common Areas and Facilities and/or the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;
  - 2.10 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.;
  - 2.11 Not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
  - 2.12 Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
  - 2.13 Not to decorate the exterior of the Buildings and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Apartment otherwise than in the manner agreed by the Developer in writing or in the manner as near as may be in which it was previously decorated or deviation or which in the opinion of the Developer may affect the elevation of the Buildings;
  - 2.14 Not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other Common Areas and Facilities or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

- 2.15 Not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other Common Areas and Facilities of the Buildings;
- 2.16 Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- 2.17 Not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas and Facilities in respect of the same;
- 2.18 Not to claim any right over and/or in respect of any terrace or roofs (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises reserved or intended to be reserved by the Vendors 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 Developer thereat or on any part thereof;
- 2.19 Not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or any neighbouring property to any risk of fire or any accident;
- 2.20 Not to object to or hinder sanction of further/additional vertical/horizontal or other constructions and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Developer from time to time even after the Date of Possession;
- 2.21 Not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments by the Developer at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Developer may suffer in this regard due to any default by the Allottee;
- 2.22 Not to object, obstruct or create any hindrance to the Developer making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas and Facilities.
- 2.23 Not to object, obstruct or create any hindrance to the use of the Common Areas and Facilities particularly those mentioned in Schedule E by the owners and occupiers of all Apartments and/or other spaces of the Project as also the Additional/Further Constructions as also the Adjacent Property;
- 2.24 Not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Developer and/or the Association;
- 2.25 Not to cover the Common Areas and Facilities, fire exits and balconies/terraces (if any) of the said Apartment;

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

- 2.40 Not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment Unit;
  - 2.41 Not to object to the installation, erection and display of neon sign boards of the Developer on the roofs (including the Common Roof Area) of the Buildings at all times;
  - 2.42 Not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;
  - 2.43 Not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Developer to any liability under environmental laws or any other laws;
  - 2.44 Not to interfere in any manner with the right, title, interest or entitlement of the Developer and/or its transferees in respect of other Apartments and/or the Premises;
  - 2.45 Not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;
  - 2.46 Not to change the Project name and its logo under any circumstances whatsoever;
  - 2.47 Not to use the said Apartment Unit and/or the Common Areas and Facilities for public worship and/or public religious activity or purpose and/or for gathering of people for worship or religious activity or purpose provided however that nothing herein contained shall prevent the Allottee from conducting private worship in a portion of the said Apartment Unit; and
  - 2.48 Not to install any mechanical car parking system on any part of the Premises.
3. The Allottee 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 Facilities 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 or any portion of the Premises.
  4. The Allottee 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 Buildings 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 Owners or the Developer or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, without raising any objection thereto. The Owners and/or the Developer shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Owners and/or the Developer and/or the concerned authority.



6. The Allottee shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Apartment Owners (either express or implied) and the Allottee shall be responsible to the Developer for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Apartment Owner.
7. The Allottee shall be responsible for and shall keep the Vendors 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 Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the employees, servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee'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 the Developer is liable to make payment of any Sales Tax, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment Unit contemplated hereby, the Allottee 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.
10. All rights and obligations of the Developer and the Owners inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations. As between the Owners and the Developer, interest, if any, payable to the Allottee shall be paid by the Owners in case such liability has arisen due to land and/or title related issue and shall be paid by the Developer in case such liability has arisen due to development and/or construction related issue.

## **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 and Facilities including the said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
2. Common Utilities  
All costs, charges, expenses and deposits for supply, operation, maintenance, repairs, etc. of common utilities.
3. Electricity  
All charges for the electricity consumed for the Common Purposes and in respect of the Common Areas and Facilities, amenities and installations of the Project including operation of the common machinery, equipment and installations.
4. Litigation  
After handing over of possession all litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Areas and Facilities.
5. Maintenance  
All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, rebuilding, re-constructing, lighting and renovating the Common Areas and Facilities of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Buildings.
6. Operational  
All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas and Facilities of the Premises, lifts, generator, common lights, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto.
7. Rates and Taxes  
Municipality Tax, surcharge, Multi-storeyed Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottee.
8. Staff  
The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. Mechanical Car Parking System

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

10. General & Out Pocket Expenses

All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency / Association for the Common Purposes. Notwithstanding anything to the contrary contained elsewhere in this Agreement it is made clear that although the Mechanical Car Parking System is not part of the Common Areas and Facilities, all expenses regarding the same shall form part of the Common Expenses and the Allottee is hereby expressly agreeing to pay the proportionate costs for the same irrespective of whether the Allottee has facility of parking thereat.

**SCHEDULE L**  
**RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION**

1. Apportionment of any liability of the Allottee by the Maintenance Agency/Association in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be Proportionate.
2. The Maintenance Charges payable by the Allottee with effect from the Date of Commencement of Liability, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Developer from time to time subject to a minimum of Rs. \_\_\_\_/- per square feet of super built-up area per month for the said Apartment Unit together with applicable Goods and Services Tax.
3. The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
4. The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance

Charges, Electricity Charges, Municipality taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing. The Allottee also admits and accepts that apart from the above, there shall be a charge over the said Apartment Unit in respect of all outstanding dues of the Allottee including on account of Maintenance Charges, Electricity Charges, Municipality taxes, Common Expenses and/or other amounts payable by the Allottee and such charge may be enforced by the Maintenance Agency/Association and in any event the Allottee shall not be entitled to sell, transfer, lease out grant tenancy or otherwise deal with or dispose off the said Apartment Unit until all such outstanding dues are paid in full along with interest thereon and no due certificate is obtained from the Maintenance Agency/Association. In case of breach of this condition, besides other legal consequences and remedies, the Maintenance Agency/Association shall be entitled to recover the same from the transferee/occupant. e) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.

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

**IN WITNESS WHEREOF** 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:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
Photographs  
and sign across  
the  
photograph

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
Photographs  
and sign across  
the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Developer:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
Photographs  
and sign  
across the  
photograph

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
Photographs  
and sign across  
the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Owners:**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
Photographs  
and sign across  
the photograph

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

**WITNESSES:**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
Photographs  
and sign across  
the photograph

Please affix  
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and sign across  
the photograph

**DATED THIS DAY OF \_\_\_\_\_, 2024**

**BETWEEN**

**TUHINA SK.**

**AND**

**M/S BENGAL SRISHTI DEVELOPERS PRIVATE LIMITED**

**AND**

\_\_\_\_\_

**AGREEMENT FOR SALE**

<b>Apartment No.</b>	
<b>Floor</b>	
<b>Block No.</b>	
<b>Garage No.</b>	