

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this day of
....., 2024,

BETWEEN

VICARAGE REAL ESTATE LLP, (PAN-AAMFV9760G), a Limited Liability Partnership having its registered office at Room No.308, Kamalalaya Centre, 156A, Lenin Sarani, Post Office- Dharmatala, Police Station- Bowbazar, Kolkata-700 013, represented by its authorized signatory, Sri Tarang Dalmia, PAN: (BAQPD8923E), (Aadhaar No. 5629 8176 0885) (Mob No. 7980678434) son of Bal Krishna Dalmia, residing at BH-64, Kestopur, Majher Para, Radhapada Block A, Flat No.2C, 2nd Floor, Post: Prafulla Kanan, Police Station Rajarhat Gopalpur, District North 24 Parganas, Pin:700101, hereinafter referred to as the "**Promoter**" (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);

AND

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of

_____, aged about _____,
residing at

_____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [Please insert land details as per laws in force]_____ totally admeasuring _ square

meters situated at in Mouza, Block & District _____ ("Said Land") vide sale deed/ lease deed(s) dated _____ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance _____ in Book No _____ Voucher _____ No _____ Pages from _____ to _____ bearing being No _____ of _____ the _____ year _____

[OR]

_____ ("Owner") is the absolute and lawful owner of [Please insert land details as per laws in force] _____ totally admeasuring

- B. The Said Land is earmarked for the purpose of building a residential project, comprising **Ground plus Six** multistoried apartment buildings and the said project shall be known as ' **VINAYAK PARK VIEW** ' ("Project"):

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- D. The **Kolkata Municipal Corporation** has granted the commencement certificate to develop the Project vide approval dated bearing no.
- E. The Promoter has obtained the final layout plan approvals for the Project from the **Kolkata Municipal Corporation, vide Building Permit No. 2024080086 Dated 23.12.2024**, The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at ____ no. ____; on __ under registration
- G. The Allottee had applied for an apartment in the Project vide Application No. dated, and has been allotted Apartment No.

..... having carpet area of Square Feet, Type,
on floor in the **Ground plus Six Building**. ("Building") along
with Parking No. admeasuring 100 Square Feet (.....MM X
.....MM), as permissible under the applicable law and of pro rata share in the
common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act
(hereinafter referred to as the "Apartment" more particularly described in Schedule
A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

H. The Parties have gone through all the terms and conditions set out in this Agreement
and understood the mutual rights and obligations detailed herein;

I. [.....]

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

K. 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;

L. In accordance with the terms and conditions set out in this Agreement and as
mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell
and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the
garage/closed parking (if applicable) as specified in paragraph G;

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:

Subject to the terms and conditions as detailed in this Agreement, the Promoter
agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the
[Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs.
..... (Rupees only ("**Total Price**")

Cost of Flat Carpet Area Sqft. Balcony Area Sqft. Super Built Up Area 3781 Sqft	Rs./-
	Rs./-
Consideration for the Apartment	Rs./-
One Dependent Covered Car Parking	
Total Consideration for the Apartment	
Extras :	
Electrical and Generator Charges @ Rs. 300/- Per Sq Foot*	Rs./-
Legal and Documentation Charges; Rs.50/- Per Sqft Plus Rs.20,000/- Incidental Charges	Rs./-
Utilities & Amenities Charges @ Rs. 300/- Per Sq Foot*	Rs./-
Advance Tentative Maintenance Charges (One Year's Maintenance) @ Rs. 120/- Per Sq Foot, to be adjusted with Actual Cost of Maintenance on handover of the Project*	Rs./-
Interest Free Maintenance Deposit@ Rs. 60/- Per Sq Foot*	Rs./-
Association Formation Charges Rs.20,000/- per Unit / Flat	Rs./-
Municipal Deposit	As per actual
Individual Electric Meter Deposit	As per actuals
Total GST Payable	Rs./-
Total price (in Rupees)	Rs./-

*Charges based on Super Built Up Area

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (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 Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) parking(s) as provided in the Agreement.

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

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ __ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the

sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein 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.

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 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (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/Plot] 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/Plot] 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/Plot] 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/Plot] 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.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**VINAYAK PARK VIEW COLLECTION ESCROW ACCOUNT**', payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for

herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the

essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] **on 31st December, 2028**, 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/Plot], 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.

7.2 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 fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee

shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 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/Plot] (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/Plot], 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/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the

common areas to the Association of the Allottees;

- (x) The Schedule Property 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 Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (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 property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the

Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed 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 APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Vinayak Park View (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees 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 [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages

arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-

Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without 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 understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

23. RIGHT TO AMEND

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

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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter 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 payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the

said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

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

Name of Allottee	Address
Promoter Name	Promoter Address

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

31. JOINTALLOTTEES

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

32. GOVERNING LAW

That 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 settled through the Adjudicating Officer appointed under the Act.

34. OTHER TERMS AND CONDITIONS:

34.1 Extras :

In addition to the Agreed Consideration as referred to in clause 1 of this Agreement, the Allottee has agreed to pay the following amount to the Promoters (Extras) :

34.1.1 Advance Maintenance Charges: A sum equivalent to one year's maintenance charges calculated @ Rs. 120/- per sq foot of saleable area.

34.1.2 Interest Free Maintenance Deposit & Association Formation Charges: A sum calculated @ Rs. 60/- per sq foot of saleable area to be kept as a deposit by the Promoter and shall be transferred by the Promoter to the Association at the time of handing over. However the Promoter shall be allowed to adjust any unpaid maintenance charges by the Allottee from such deposit. Association formation Charges of Rs.20,000/- is payable against each unit of the Building.

34.1.3 Municipal Deposit: Municipal Deposits (if any) shall be payable by the Allottee as per actual.

34.1.4 Individual Electric meter Deposit: In case WBSEB /any other electricity supply agency decides not to provide individual meters to the allottees/Allottee and make provision for a High Tension supply or Bulk supply, the Promoter shall provide sub-meters to the allottees/Allottee upon payment by them of the proportionate Security Deposit payable to WBSEB / any other electricity supply agency for such connection. The exact amount payable will be intimated to the allottees/Allottee at appropriate time before possession. This Security Deposit would be subject to revision and replenishment as may be so decided by WBSEB / any other electricity supply agency from time to time and the allottees/Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEB / any other electricity supply agency, as per the norms of WBSEB / any other electricity supply agency. In such a case the allottees/Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity

through sub meters.

34.1.5 Electrical and Generator Charges: A sum calculated @ Rs. 300/- per sq foot of saleable area towards Extra Developmental Charges.

34.1.6 Recreational Amenities Charges: The Promoter proposes to provide various recreational amenities in the various portions within the Said Project (Said Recreational Amenities), intended for use of all Apartment owners of the Said Project. The said Recreational Amenities shall form part of the Common facilities and amenities of the Project and will be handed over to the Association in due course. During the interim maintenance period, the same shall be managed by the Promoter either by itself or through its nominee. All the Allottees of the residential apartments of the Project will have access to such facilities. Charges payable by the Allottee for enjoying such recreational amenities shall be calculated @ Rs. 300/- per sq ft of saleable area and the same has been included in the Total Price.

34.1.7 Legal & Documentation Charges, Stamp Duty and Registration Costs: It shall be the responsibility of the Allottee to get this Agreement registered at the concerned Registration Officer upon payment of Legal Fees, Stamp Duty, Registration Costs and other miscellaneous expenses. The Allottee shall have to pay a sum of Rs.50/- (Rupees Fifty Only) Per Sqft on Super Built Up Area, towards legal and documentation charges/Fees of Legal Advisors, who have drawn this Agreement plus Rs.20,000/- (Rupees Twenty Thousand Only) plus GST as Incidental Charges. Out of the aforesaid said Total Amount, a sum Rs.25/- (Rupees Twenty Five Only) Per Sqft on Super Built Up Area, plus Rs.10,000/- (Rupees Ten Thousand Only) shall be payable simultaneously with the execution this Agreement and the balance sum of Rs.25/- (Rupees Twenty Five Only) Per Sqft on Super Built Up Area, plus Rs.10,000/- (Rupees Ten Thousand Only) shall be payable at the time of possession or execution of the Deed of Conveyance, whichever is earlier. Stamp duty, and registration fees shall be borne by the Allottee and the same shall be the valuation as assessed by the Registration Authorities at the time of such registration. The Stamp Duty, Registration Fees and Miscellaneous expenses shall be paid 15 (fifteen) days prior to the date of registration.

34.2 Default In Payments:

Failure to pay Maintenance Charges, Electricity Charges, and DG usage Charges, if any,

within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 1% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

35. PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee has paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

36. COVENANTS:

36.1 Allottee's Covenants:

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

36.1.1 Allottee Aware of and Satisfied with Common Amenities and Facilities and Specifications.

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

36.1.2 Allottee to Mutate and Pay Rates & Taxes:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the Said Apartment (Date Of Conveyance) and (2) pay

the Rates & Taxes (proportionately for the Project and wholly for the Said Apartment from the Date Of Possession Notice and until the Said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/ Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

36.1.3 Allottee to Pay Maintenance Charge:

The Allottee shall pay Maintenance Charge on the basis of the bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

36.1.4 Charge/Lien:

The Promoter shall have first charge and/or lien over the Said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the Said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

36.1.5 No Rights of or Obstruction by Allottee:

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

36.1.6 Variable Nature of Land Share and Share In Common Areas:

The Allottee fully understands and accepts that (1) the Land Share shall be the proportion which the area of the Said Apartment bears to the total area of all the flats in the Projects, (2) if the area of the Project is recomputed by the Promoter, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any

variation of the Land Share, (4) the Land Share and Share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

37. OBLIGATIONS OF ALLOTTEE:

The Allottee shall:

37.1 Co-operate in Management and Maintenance:

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

37.2 Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

37.3 Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the Date of Possession.

37.4 Meter and Cabling:

Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antenna or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

37.5 Residential Use:

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee

use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

37.6 Maintenance of Apartment:

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Alottee.

37.7 Use of Common Toilets:

Ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

37.8 Use of Spittoons / Dustbins:

Use the spittoons / dustbins located at various places in the Project.

37.9 No Alteration:

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.

37.10 No Structural Alteration and Prohibited Installations:

Not alter, modify or in any manner change the structure or any civil construction in the Said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the Date of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any

objection as liability for payment of the same has arisen due to default of the Allottee.

37.11 No Air Conditioning Without Permission:

Not to install any window air-conditioning units anywhere in the Said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

37.12 No Collapsible Gate:

Not install any collapsible gate save and except at the designated place and in the specific design as may be permitted by the Site in Charge. All costs for such installation shall be borne by the Allottee.

37.13 No Grills :

Not install any grill on the balcony or verandah save and except as may be permitted by the Site in Charge. Costs of such installation shall be borne by the Allottee.

37.14 No Sub-Division:

Not to sub-divide the Said Apartment and the Common Areas, under any circumstances.

37.15 No Change of Name:

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

37.16 No Nuisance and Disturbance:

Not to use the Said Apartment or the Common Areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

37.17 No Storage:

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

37.18 No Obstruction to Promoter/Association:

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the Common Areas, Amenities and Facilities and not obstruct the Promoter in constructing on other portions of the Building, and/or the Project and selling or granting rights to any person on any part of the Said Building.

37.19 No Obstruction of Common Areas:

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment.

37.20 No Violating Rules:

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the Common Amenities and facilities.

37.21 No Throwing Refuse:

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

37.22 No Injurious Activities:

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space, if any, the Said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

37.23 No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Common Areas, and the Building.

37.24 No Signage:

Not to put up or affix any sign board, name plate or other things or other similar articles

in the Common Areas, inside or outside the windows and/or the outside walls of the Said Apartment/Said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

37.25 No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

37.26 No Installing Generator:

Not to install or keep or run any generator in the Said Apartment.

37.27 No Misuse of Water:

Not to misuse or permit to be misused the water supply to the Said Apartment.

37.28 No Damage to Common Portions:

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

37.29 No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the Said Apartment. However hanging of clothes shall be permitted so long as the overall decency is maintained.

37.30 No Smoking in Public Places:

Not to smoke in public areas of the Project and/or the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

37.31 No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

37.32 No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the Said Building /Project.

37.33 No Trespassing:

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

37.34 No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

37.35 No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

37.36 No Covering of Common Portions:

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.

37.37 Pay Goods & Service Tax:

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

37.38 Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the Said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

37.39 No Right in Other Areas:

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building (s) save and except the Said Apartment and the

share in the Common Areas , and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the other portions of the Project.

37.40 Indemnity:

The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the Said Building/ Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / 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.

38. PROMOTER'S COVENANTS:

The Promoter covenant with the Allottee and admits and accepts that:

38.1 No Creation of Encumbrance:

During the subsistence of this Agreement, subject to its right to obtain project loan, above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the Said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

38.2 Documentation for Loan:

The Promoter shall provide to the Allottee all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

39. NOMINATION BY ALLOTTEE WITH CONSENT:

39.1 The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms

of this Agreement and subject to the conditions mentioned.

39.2 Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

39.3 Lock-in Period:

The Allottee cannot nominate in favour of any third party before the expiry of a period of 24 (Twenty Four) months from the date of this Agreement.

39.4 Prior Written Permission and Tripartite Agreement:

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

39.5 Nomination Fees:

The Allottee shall pay a sum calculated @ **Rs. 25/-** per sq foot by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination and/or the extra registration fees to be paid to the Registration Authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before the nomination.

The Allottee admits and accepts that the Allottee shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

40. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee agrees that these terms and conditions for sale and transfer of the Said

Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

SCHEDULE 'A'

ALL THAT the piece and parcel of land containing an area of 10 Cottahs 3 Chittacks 17 Sq.ft., be the same a little more or less, lying and situate at and being Plot No.218, CIT Scheme XLVII, Holding Nos. 248, 250 & 284, being Premises No.218A, Hemanta Mukhopadhyay Sarani, Ward No.90 within the ambit of the Kolkata Municipal Corporation, Post Office : Rabindra Sarobar, Police Station : Lake, District of South 24Parganas, Kolkata-700 029 and the same is butted and bounded by :

ON THE NORTH	:	By 40' feet wide Debabrata Biswas Sarani;
ON THE SOUTH	:	By Premises No. Hemanta Mukhopadhyay Sarani;
ON THE EAST	:	By 20' feet wide Hemanta Mukhopadhyay Sarani; and
ON THE WEST	:	By Premises No.219B, IV, Hemanta Mukhopadhyay Sarani.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted, bounded, called, known, numbered, described or distinguished.

PART II

(Devolution of Title)

1. By a Deed of Conveyance dated the 19th day of February, 1942 made between The Trustees of Calcutta Improvement Trust therein referred to as the Vendor of the One part and one Smt. Rai Tarangini Chowdhuri therein referred to as the Purchaser of the Other Part and registered with the office of the Sub Registrar, Sadar, 24Parganas at Alipore and recorded in Book No.I Volume No.32 pages 39 to 41 Being No.765 for the year 1942, the Vendor therein at or for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 10 Cottahs 3 Chittacks and 29 Sq.ft., be the same a little more or less, being Plot No.218, CIT Scheme XLVII, Holding Nos.248, 250 & 284, Sub Division-R, Division-Q, Dihi Panchannagram, being then

Premises No.31, Cockler Lane, Police Station-Tollygunge, in the then District of 24Parganas.

2. The said Smt. Rai Tarangini Chowdhuri a female Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 7th day of March, 1944 leaving her surviving her only son, namely, one Nirmal Kumar Choudhury, as her only legal heir and legal representative who inherited All That the said entire land.
3. That after Independence by a Deed, dated the 17th day of December, 1953 made between the President of India therein referred to as the President of the One Part and the said Nirmal Kumar Choudhury therein referred to as the Purchaser of the Other Part and registered with the office of the Sub Registrar, Sadar, 24Parganas at Alipore and recorded in Book No.I Volume No.83 pages 196 to 200 Being No.4803 for the year 1954, the Government of India, assured and assigned unto and in favour of the Purchaser therein All That the said entire land, more fully mentioned and described in the Schedule thereunder written.
4. By a Deed of Conveyance dated the 16th day of May, 1958 made between the said Nirmal Kumar Choudhury therein referred to as the Vendor of the One part and one Prativa Ranee Shome therein referred to as the Purchaser of the Other Part and registered with the office of the Sub Registrar, Sadar, 24Parganas at Alipore and recorded in Book No.I Volume No.76 pages 225 to 232 Being No.4510 for the year 1958, the Vendor therein at or for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 2 Cottahs, be the same a little more or less, out of the said entire land, more fully mentioned and described in the Schedule thereunder written (hereinafter referred to as **the said Prativa's land**).
5. Thus the said Nirmal Kumar Choudhury became seised and possessed of the remaining of the said entire land, admeasuring an area of 8 Cottahs 3 Chittacks 29 Sq.ft. and on actual measurement 8 Cottahs 3 Chittacks 17 Sq.ft., be the same a little more or less (hereinafter referred to as **the said Nirmal's land**).
6. The said Premises No.31, Cockler Lane was subsequently renumbered and renamed as Premises No. P-218B, Lake Terrace Extension and thereafter as Premises No.218B, Hemanta Mukhopadhyay Sarani.
7. The said Nirmal Kumar Choudhury a male Hindu governed by the Dayabhaga School of Hindu law died intestate leaving behind him, his widow, namely Sukla Chowdhury

and two daughters, namely, Sushmita Kar alias Simmi and Anika Ahmed alias Pinky, as his heiresses and legal representatives and who jointly inherited All That the said premises, each having equal undivided 1/3rd (One-third) part or share therein.

8. By a Deed of Gift dated the 3rd day of ~~May~~, 1989 made between the said Anika Ahmed alias Pinky therein referred to as the Donor of the One Part and the said Sushmita Kar alias Simmi therein referred to as the Donee of the Other Part and registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No.I Volume No.152 pages 400 to 410 Being No.4951 for the year 1989, the Donor therein made a free and absolute gift in respect of all that her undivided one-third part or share of land and building in the said premises, freely absolutely and forever.
9. By another Deed of Gift dated the 30th day of June, 1989 made between the said Sukla Chowdhury, wife of Late Nirmal Kumar Chowdhury, therein referred to as the Donor of the One Part and the said Sushmita Kar alias Simmi therein referred to as the Donee of the Other Part and registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No.I Volume No.198 pages 447 to 456 Being No.7396 for the year 1989, made a free and absolute gift in respect of her undivided one-third part or share of land and building in the said premises, freely absolutely and forever.
10. Thus the said Sushmita Kar, along with her own undivided one third share of land, together with the share of land gifted in her favour, became absolute owner in respect of total land measuring about 8 Cottahs 3 Chittacks 17 Sq.ft. being KMC Premises No.218B, Hemanta Mukhopadhyay Sarani, Kolkata – 700029.
11. During the peaceful possession over the said land, being KMC Premises No.218B, Hemanta Mukhopadhyay Sarani, Kolkata – 700029, said Sushmita Kar by a Deed of Conveyance dated the 14th day of November, 2017 made between herself, as the Vendor of the One part and (1) Sri Aniruddha Banerjee (2) Smt. Subharthi Banerjee, therein jointly referred to as the Purchasers of the Other Part and registered with the office of the District Sub-Registrar-I, South 24Parganas at Alipore and recorded in Book No.I Volume No.1601-2017 pages 107902 to 107934 Being No.3369 for the year 2017, the Vendor, said Sushmita Kar, therein at or for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Purchasers all that the piece and parcel of land containing an area of 7 Cottahs, be the same a little more or less, together with a three storied building standing thereon having a covered area of 8634 Sq.ft., out of the said premises,

more fully mentioned and described in the Schedule thereunder written, freely absolutely and forever.

12. By a Supplementary Deed of Conveyance dated the 8th day of February, 2019 made between the said Sushmita Kar therein referred to as the Vendor of the One part and (1) Sri Aniruddha Banerjee (2) Smt. Subharthi Banerjee, therein jointly referred to as the Purchasers of the Other Part and registered with the office of the District Sub-Registrar-I, South 24 Parganas at Alipore and recorded in Book No.I Volume No.1601-2019 Pages 33528 to 33563 Being No.160100681 for the year 2019, the Vendor therein, granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein all that the piece and parcel of land containing an area of 1 Cottah 3 Chittacks 17 Sq.ft., be the same a little more or less, together with the building standing thereon, freely absolutely and forever.
13. Thus, the said (1) Sri Aniruddha Banerjee (2) Smt. Subharthi Banerjee, jointly became the absolute owner in respect of total land measuring about 8 Cottahs 3 Chittacks 17 Sq.ft. being KMC Premises No.218B, Hemanta Mukhopadhyay Sarani, Kolkata – 700029.
14. During the peaceful possession over the said land and building at KMC Premises No.218B, Hemanta Mukhopadhyay Sarani, Kolkata – 700029, the said (1) Sri Aniruddha Banerjee (2) Smt. Subharthi Banerjee, by virtue of an Indenture of Sale, executed on 17th day of February, 2023 sold all that the piece and parcel of the total land measuring about 8 Cottahs 3 Chittacks 17 Sq.ft. being KMC Premises No.218B, Hemanta Mukhopadhyay Sarani, Kolkata – 700029, in favour of, Vicarage Real Estate LLP, mentioned as the Purchaser therein, at or for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Purchaser, freely absolutely and forever and the said indenture has been registered at the office of the Additional Registrar of Assurance IV and recorded therein in Book I, Volume No.1904-2023, Page from 162137 to 162167, Being No. 190403028 for the Year 2023.
15. Thus, the said Vicarage Real Estate LLP became absolute owner of the land, measuring about 8 Cottahs 3 Chittacks 17 Sq.ft. being KMC Premises No.218B, Hemanta Mukhopadhyay Sarani, Kolkata – 700029 and mutated its name with the records of the Kolkata Municipal Corporation, vide Assessee No. 110900701330, thereby the said total, **'Nirmal's Land'** has been transferred through due chain of title, in favour Vicarage Real Estate LLP.

16. In case of the said, **‘Prativa’s land’** a Deed of Gift dated the 20th day of April, 1964 made between the said Prativa Ranee Shome therein referred to as the Donor of the One Part and one Pranab Kumar Shome alias Pronob Some therein referred to as the Donee of the Other Part and registered with the office of the Sub Registrar, Sadar, 24Parganas at Alipore and recorded in Book No.I Volume No.61 pages 130 to 134 Being No.2907 for the year 1964, made a free and absolute gift in respect of All That the said ‘Prativa’s land’ containing an area of 2 Cottahs, be the same a little more or less, more fully mentioned and described in the Schedule thereunder written.
17. During peaceful enjoyment over the said land of 2 Cottahs, said Pranab Kumar Shome alias Pronob Some, died intestate on 30th August, 2004, leaving behind his son Ratul Shome and daughter Oindrila Shome, as his only legal heir, as wife of Pranab Kumar Shome, i.e. Jharna Shome predeceased him, thereby in accordance with the Hindu Law of Succession, they became absolute owner of the land of 2 Cottahs at 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029, belonging to Pranab Kumar Shome alias Pronob Some.
18. During peaceful enjoyment over the said land, (1) Ratul Shome (2) Oindrila Shome, sold transferred conveyed assigned and assured the land of 2 Cottahs at 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029 in favour of B. D. Agarwal HUF by executing a Deed of Conveyance dated 16th February, 2005 and registered the same at the office of the Additional Registrar of Assurance I, Kolkata and recorded therein in Book No. I, Page from 1 to 14, Being No.190102294, for the Year 2006.
19. Being the absolute owner and during peaceful enjoyment over the said land, said B. D. Agarwal HUF, sold transferred conveyed assigned and assured the land of 2 Cottahs at 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029 in favour of (1) Manab Chowdhuri (2) Prasun Mukherjee by executing a Deed of Sale, dated 05th day of June, 2009 and registered the same, at the office of the Additional Registrar of Assurance I, Kolkata and recorded therein in Book No. I, Page from 780 to 796, Being No.05882, for the Year 2009.
20. During peaceful possession and enjoyment over the said land, said Prasun Mukherjee, sold transferred conveyed assigned and assured, undivided half share of the land of 2 Cottahs at 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029 in favour of Manab Chowdhuri, by executing a Deed of Sale, dated 27th day of May, 2013 and registered the same, at the office of the Additional District Sub Registrar, Alipore and

recorded therein in Book No. I, Page from 2634 to 2652, Being No.04255, for the Year 2013.

21. Thus the said Manab Chowdhuri, by purchase from Prasun Mukherjee and along with his own half share of land, became absolute owner of land of 2 Cottahs at 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029
22. During peaceful possession and enjoyment over the said land, said Manab Chowdhuri died intestate on 10th August, 2017, leaving behind his wife Smt. Debjani Chowdhuri, as his only legal heir and thus the said Smt. Debjani Chowdhuri, according to the law of succession, became absolute owner of land of 2 Cottahs at 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029.
23. During peaceful possession and enjoyment over the said land, said Smt. Debjani Chowdhuri, mutated her name with the records of the Kolkata Municipal Corporation and thereafter, during her possession thereon, sold transferred conveyed assigned and assured, unto and in favour of Vicarage Real Estate LLP, all that the land measuring about 2 Cottahs at 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029 by executing a Deed of Conveyance dated 16th October, 2023 and registered the same at the office of the Additional Registrar of Assurance II, Kolkata, and recorded therein in Book No. I, Volume No. 1902 - 2023, Pages from 535718 to 535745, Being No. 190215136, for the Year, 2023.
24. Thus, the said Vicarage Real Estate LLP became absolute owner of the land, measuring about 2 Cottahs at 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029 and mutated its name with the records of the Kolkata Municipal Corporation, vide Assessee No. 110900702050, thereby the said total, **‘Prativa’s land’** has been transferred through due chain of title, in favour Vicarage Real Estate LLP.

During peaceful possession and enjoyment over the said land, said Vicarage Real Estate LLP being absolute owner of 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029 and 218B, Hemanta Mukhopadhyay Sarani, Kolkata – 700029, have amalgamated their respective holdings into one property for the purpose of better enjoyment thereof and measured about 10 Cottahs 3 Chittacks 17 Sq.ft. and is now known and renumbered as 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700029.

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE PARKING (IF APPLICABLE)

ALL THAT the Apartment being Apartment No. having **Carpet Area** approximately **2342 SqFt excluding balcony therein measuring about 157 Sqft.** and **Super Built Up Area** approximately **3781 Sq Ft**, on the **Floor** ("Building") in the Complex named **Vinayak Park View**, at the Premises No. 218A, Hemanta Mukhopadhyay Sarani, Kolkata – 700019, within the jurisdiction of Ward No. 90, of the Kolkata Municipal Corporation, under Police Station : Lake, TOGETHER WITH One Dependent Covered Car Parking Space thereat, TOGETHER WITH the proportionate undivided indivisible impartible share or interest in the land comprised beneath the building thereat and appurtenant thereto.

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

PAYMENT PLAN

VINAYAK PARK VIEW : 218A HEMANTA MUKHOPADHYAY SARANI)

PAYMENT SCHEDULE

The Total Price shall be paid by the Allottee in the following manner:

Sl.	Particulars	Flat + Parking + Utility Charges
1	Booking Amount	Rs. 10,00,000/- + GST
2	Within 15 days of booking	10% + GST (Less booking amount)
3	On Agreement (Within 30 days of booking)	10% + GST
4	On Commencement of Pilling	10% + GST
5	On Completion of Ground floor casting	10% + GST
6	On Completion of 2nd floor casting	10% + GST
7	On Completion of 5th floor casting	10% + GST
8	On Completion of roof casting	10% + GST
9	On Completion of brickwork of flat booked	10% + GST
10	On Commencement of outside plaster	10% + GST
11	On Possession	10% + GST

UTILITY & AMENITY CHARGES (all mandatory)

Electrical & Generator Charges (6KVA) Rs. 300/- per Sqft+ GST

Amenities Charges Rs. 300/sqft + GST

Legal Charges (Payable 50% on Agreement and 50% before Possession)

Legal & Documentation Charges, Incidental Charges Rs. 50/sqft + GST Plus Rs. 20,000/-

ADDITIONAL Charges (all mandatory payable 100% before possession)

Advance Maintenance Charges (One year maintenance) Rs. 120/- per sqft on SBA+ GST
Actual Cost to be apportioned at the time of Hand Over of the Project.

Interest Free Deposit (Sinking Fund) Rs. 60/- per sqft on SBA+ GST

Municipal Deposit	as per actual
Individual Electric Meter Deposits	as per actual
Association Formation Charges per Unit	Rs. 20,000/- + GST

Other Important Terms & Conditions

Payments should be made within 15 days of due date of demand raised or interest @ SBI Prime Lending Rate Plus Two Percent p.a in accordance with RERA Rules shall be chargeable.

Add on Name after signing Sale Agreement (if applicable)	Rs. 100/- sqft + GST + Legal Charges (Rs. 35,000/- + GST)
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Nomination Charges / Transfer Charges (if applicable)	@500/- per sqft + Legal Charges (Rs. 35,000/- + GST)
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Cancellation Charges: (i) Rs. 10,00,000/- to be deducted if cancelled before agreement

(ii) 10 % of the total consideration to be deducted if cancelled after agreement.

Goods & Services Tax, Stamp Duty, Registration charges and any other taxes levied by Government will be charged extra as per applicable clauses.

Cheque to be issued in favour of **VINAYAK PARK VIEW COLLECTION ESCROW ACCOUNT**

Note : all the above details (Statutory Duties / Demand) are subject to revision any moment without any prior information

SCHEDULE 'D'- SPECIFICATIONS

1) Super Structure :

RCC Frame Structure with monolithic concrete.

2) Lobby :

Marble / Granite on flooring & Lift Wall

3) Exterior Wall :

Texture Paint

4) Lift :

Automatic Lift of Otis, Kone or reputed make.

5) Living Room / Dinning Area:

Flooring Italian Marble

Wall Putty

Main Door Laminated Flush Door With Video Door Phone

Windows Aluminum Windows Glazing

Electrical Modular Switches of Reputed Make

6) All Bedrooms:

Flooring Laminate / Wooden Flooring

Wall Putty

Doors Flush Door With Laminate

Windows Glazing Aluminum Windows

Electrical Modular Switches of Reputed Make

7) Kitchen :

Flooring Indian Marble

Wall Putty

Flush Door Laminated

Windows Glazing Aluminum Windows

Electrical Modular Switches of Reputed Make

Counter Top Granite with Steel Sink

Dado Ceramic Tiles Up to 2 feet from counter top.

8) Balcony :

Flooring Anti skid tiles

Wall Painted

Glazing Aluminum Doors

Glass Railing

9) Toilets:

Flooring Anti skid tiles

Wall Ceramic tiles up to ceiling height

Door Flush Doors Laminated

Windows Glazing Aluminum Windows

Sanitary Ware Reputed make

Electrical Modular Switches of Reputed Make

Other Glass partition in 3 toilets including master toilet for shower area

10) Utility:

Flooring Anti skid tiles

Wall Putty

11) Helper's Room / Toilet:

Flooring Tiles

Wall Putty

Flush Doors
Glazing Aluminum Windows
Bathroom Fixtures & Fittings Good Quality

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: (including joint buyers)

(1) _____

(2) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

In the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1. Signature	Name – Address

2. Signature	Name – Address