

AGREEMENT FOR SALE

THIS AGREEMENT

is made at Kolkata

on this the _____ day of _____

20____

BETWEEN

CHOWRINGHEE PLANNERS LLP, a Limited Liability partnership Firm, incorporated under the Limited Liability Partnership Act, 2008 (LLPIN No. AAA-6163) having its registered office at Vaibhav, 4F, 4 Lee Road, P.O. Elgin Road (LR Sarani) P. S. Bhawanipur, Kolkata - 700020(PAN AAHFC6777B) represented by _____ hereinafter referred to as **"OWNER"** (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors in office, successors in interest, agents and assigns) of the **FIRST PART**;

AND

AMBA HIGHRISE PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013 (CIN U70101WB2006PTC107536) having its registered office at 68/2, Harish Mukherjee Road, P.O. Bhowanipur, P. S. Kalighat Kolkata 700 025 (PAN AAFCA7094L) represented by _____ hereinafter referred to as **"DEVELOPER / PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors in office, successors in interest, agents and assigns) of the **SECOND PART**;

AND

[If the Allottee is a company]

(CIN No. [____]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its

registered office at [____] (PAN [____]), represented by its authorized signatory, (Aadhaar No. [____]) duly authorized vide board resolution dated [____], hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **OTHER PART**.

[OR]

[If the Allottee is a Partnership]

[____], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [____] (PAN [____]), represented by its authorized partner (Aadhaar No. [____]) duly authorized vide hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns), of the **OTHER PART**

[OR]

(1) _____ [PAN: _____], son/wife/daughter of _____ **AND** (2) _____ [PAN: _____], son/wife/daughter of _____, both residing at _____ hereinafter called the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

[OR]

[If the Allottee is a HUF]

Mr. [____], (Aadhaar 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(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**

In this Agreement, unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:

- a) "Act" and "WBREERA" means The Real Estate (Regulation & Development) Act, 2016;
- b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) "Regulations" means the Regulations made under the Real Estate (Regulation & Development) Act, 2016;
- d) "Section" means a section of the Act.
- e) **Association** means organisation or society or association or condominium or a company as determined by the Developer which may be formed by the Developer for the purposes as set out in the Act;

- f) Booking Amount** shall be earnest money and shall be computed as 10% of the Total Price;
- g) CAM Charges** shall mean the Common Area Maintenance Charges as may be decided by the Developer at the First Instance and upon formation of the Association, by such Association;
- h) CAM Commencement Date** shall mean expiry of 15 days from the Date of Possession(as defined herein) .
- i) Carpet Area** means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit;
- j) Common Areas Amenities and Facilities** shall mean all such areas, facilities, amenities which may be identified and specifically earmarked by the Developer for common use and enjoyment of the Allottee and shall include those as morefully specified in Schedule F.
- k) Date of Possession** shall mean 15 days from the date of grant of OC within which the Unit shall be ready for handover as per specification of the Unit.
- l) Deposits and Supplementary Charges** shall mean the amounts, in addition to the Total Price, required to be paid/deposited by the Allottee with the Developer towards Sinking Fund, Advance CAM Charges and payments on account of, inter alia, Legal Charges, Association Formation Charges, Mutation Charges, Club Admission Fees, Transformer and Electricity Connection Charges as specified;
- m) Fit Out** means written permission granted by the Developer to the Allottee for commencing its internal work at the Unit, on such terms and

conditions and on such charges as may be determined by the Developer from time to time but which shall under no circumstances mean possession;

n) JDA means the Joint Development Agreement dated 01-03-2023 registered in the Office of the ARA – II, Kolkata in Book No. I Volume No. 1902-2023 at Pages 96733 to 96786 Being No. 02882 of 2023 entered into between the Owner and the Developer;

o) Total Land means 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee Road) P.O. & P. S. Shakespeare Sarani Kolkata 700 071 under Ward No. 63 under the Kolkata Municipal Corporation as morefully described in Schedule A-1;

p) Limited Common Areas and Facilities means such common areas and facilities which are designated by the Developer as reserved for use of certain apartment or apartments to the exclusion of the other apartments;

q) North Block Land means the area of land measuring about 1,859.14 Sq. Mtrs. (1,806.65 Sq. Mtrs. as per the Municipal records) be the same a little more or less being divided and demarcated area out of Said Total Land as morefully described in Schedule A-2.;

r) North Block means the Building constructed on the North Block Land;

s) OC/CC Date means the date on which the last of the Completion and/or Occupancy Certificate issued by the Kolkata Municipal Corporation which covers the said Unit.

t) PARKING SPACES shall mean covered parking spaces in the Project as expressed or intended by the Promoter at its sole discretion for parking of motor cars. The parking spaces are of three categories as follows:

- a) **Luxury Car Parks** having dimensions of __metres by __metres;
- b) **Standard Car Parks** having dimensions of __metres by __metres;
- c) **Mechanical Car Parks** _____

u) **Payment Schedule** mean the milestone and amount of Total Price payable as described in Schedule D;

v) **Project** shall mean the Residential Project being constructed by the Developer at the Project Land;

w) **Project Land** means the area of land measuring about 3,544.52 Sq. Mtrs. be the same a little more or less being divided and demarcated area out of Said Total Land as morefully described in Schedule A-3 and on the Map or Plan attached hereto.orefully

x) **Super Built Up Area** according to the context shall mean and include the Built-Up Area of any Unit And shall include the proportionate share of the areas of the Common Areas in the Project, attributable to such Unit as shall be determined by the Promoter in its absolute discretion.

y) **Time Schedule for Completion** means the time available to the Developer for completing the Project under the Act.

z) **Total Price** shall mean as described in Schedule C;

aa) **Unit** shall mean the Residential Unit as morefully described in Schedule B.

WHEREAS:

- A. By an Indenture of Conveyance dated 2nd July, 1918, registered in the Office of the Registrar of Assurances at Calcutta, recorded in book No. I, Volume No. 87, at Pages 69 to 74, Being Deed No. 2844 for the year 1918, John Carpiet Galstaun sold, transferred and conveyed All That 2 (two) Bigha 15 (fifteen) Cottah (but as recorded by the registrar being All That 2 (two) Bigha 13 (thirteen) Cottah 10 (ten) chittack and 25 (twenty five) square feet), alongwith a brick built structure situated at Municipal Premises No. 54, Chowringhee Road being holding No. 55, Block XIX, South Division, under ward no. 63 of the Kolkata Municipal Corporation, Police Station Shakespeare Sarani, Kolkata 700071 (First Premises) to Rai Bahadur Buldeo Das Birla, Jugal Kishore Birla, Rameshwar Birla, Ghanshyam Das Birla and Brij Mohan Birla, as self and Joint Hindu Family under the name of "*Buldeo Das Jugal Kishore*", for the consideration mentioned therein
- B. By an Indenture of Conveyance dated 7th February, 1919, registered in the Office of the Registrar of Assurances at Calcutta, recorded in Book No. I, Volume No. 42, at Pages 39 to 50, Being Deed No. 543 for the year 1919, David Aaron Gubboy, as trustee and Aaron Hye Nusseem Ezekiel Judah and Hannah Judah, as beneficiaries of Deed of Marriage Settlement dated 11th May, 1875 jointly sold, transferred and conveyed All That 1 (one) Bigha 7 (seven) Cottah and 2 (two) chittack, alongwith a brick built structure situated at Municipal Premises No. 53, Chowringhee Road, under ward no. 63 of the Kolkata Municipal Corporation, Police Station

Shakespeare Sarani, Kolkata 700071 (Second Premises) to Rai Bahadur Buldeo Das Birla and Jugal Kishore Birla, for the consideration mentioned therein.

- C. By a Family Arrangement *inter alia* the said First Premises and Second Premises were divided and allotted among (1) Jugal Kishore Birla (2) Rameshwar Das Birla as self and karta of his HUF and as the natural guardian of his minor sons (3) Ghanshyam Das Birla as self and karta of his HUF and as the natural guardian of his minor sons (4) Braj Mohan Birla as self and karta of his HUF and as the natural guardian of his minor son (5) Sarda Kumari Birla (6) Rukamni Birla (7) Lakshminiwas Birla and (8) Gajanan Birla (collectively Jugal Kishore Birla and Ors.).
- D. Thereafter, the said Jugal Kishore Birla & Ors. for the sake of proper management, maintaining and improvement of the said First Premises and Second Premises formed a partnership or Joint Stock Company being named "*Ganga Properties Limited*" and got registered under Part VIII of the Companies Act 1913 on 26th April, 1932, executing an Articles of Association whereby Jugal Kishore Birla & Ors. being the members of the joint Hindu Family inducted themselves as shareholders of the said Joint Stock Company.
- E. By a Indenture of Confirmation and Release dated 30th April, 1932, registered in the Office of the Registrar of Assurances at Calcutta, recorded in Book No. I, Volume No. 39, at Pages 203 to 209, Being Deed No. 1466 for the year 1932, (1) Raja Buldeo Das Birla (2) Rani Chhogi Birla (3) Jugal Kishore Birla (4) Rameshwar Das Birla HUF, for self and as Karta (5) Madhoprasad Birla, represented by his legal guardian Rameshwar Das Birla (6) Sarda Kumari Birla (7) Gajanan Birla (8)

Ghanshyamdas Birla HUF, for self and as Karta (9) Krishna Prasad Birla, represented by his legal guardian Ghanshyamdas Birla (10) Basant Kumar Birla, represented by his legal guardian Ghanshyamdas Birla (11) Braj Mohan Birla HUF, for self and as Karta (12) Ganga Prasad Birla, represented by his legal guardian Braj Mohan Birla (13) Rukmani Birla and (14) Lakshminiwas Birla, released, transferred and assigned, the right, title and interest of Jugal Kishore Birla &Ors.'s estate unto and in favour of Ganga Properties Limited.

- F. Pursuant to the abovementioned circumstances, Ganga Properties Limited mutated and recorded its name in the records of the Kolkata Municipal Corporation, in respect of Municipal Premises 53A and 53B, Chowringhee Road (being renumbered from 53, Chowringhee Road) and was assessed vide Assessee No. 110631000289 and 110631000290, respectively. Ganga Properties Limited also mutated its named in respect of Municipal Premises 54, Chowringhee Road which then was assessed vide Assessee No. 110631000307. Ganga Properties Limited became the sole and absolute owner of the First and the Second Premises and paid taxes thereon.
- G. Thereafter, Ganga Properties Limited upon application for the conversion into a '*private limited company*' was allowed and approved its conversion and vide approval from the government vide SRN A76400266 dated 18th January, 2010, the said Ganga Properties Limited was renamed and incorporated as "*Ganga Properties Private Limited*".
- H. By an Indenture of Conveyance dated 8th June, 2012, registered in the Office of the Additional Registrar of Assurances II, Kolkata, recorded in Book No. I, Volume No. 26, at Pages 4255 to 4276, Being Deed No.

190207153 for the year 2012, Ganga Properties Private Limited sold, transferred and conveyed the First Premises and Second Premises in favour of Owner herein.

- I. The name of the Owner was recorded in the records of the Kolkata Municipal Corporation. At the instance of the said Owner, the Kolkata Municipal Corporation has amalgamated the said First and the Second Premises vide Memo No. AA(3)/XVIII/310/13-14 dated 31stOctober, 2013, which was thus renumbered as 54, Chowringhee Road, Kolkata. The said renumbered amalgamated premises is assessed vide Assessee No. 110631000307.
- J. The Owner herein thus became and is the absolute owner of the said Total Land and has been in possession thereof. The said Total Land is morefully mentioned and described in Schedule A-1 written hereunder.
- K. The Owner and the Developer herein have entered into a Joint Development Agreement dated 01-03-2023 registered in the Office of the ARA – II, Kolkata in Book No. I Volume No. 1902-2023 at Pages 96733 to 96786 Being No. 02882 of 2023 whereby and whereunder, on the terms and conditions morefully mentioned therein, the Owner appointed the Developer herein as the Developer to undertake development and construction thereat and for undertaking sale of the Residential Building to be constructed thereunder (hereinafter referred to as the “**said JDA**”).
- L. In terms of the said Development Agreement, the Owner and the Developer earmarked an Area of land measuring about 1,859.14 Sq. Mtrs. (1,806.65 Sq. Mtrs. as per the Municipal records) be the same a little more or less being divided and demarcated area out of Said Total Land for construction of the North Block in terms of the said JDA and the remaining

entire area has been earmarked for construction of a Residential Building. The area earmarked for the North Block is hereinafter referred to as "North Block Land" and the area earmarked for the Residential Building is hereinafter referred to as the "Project Land" and are morefully mentioned and described in Schedule A-2 and Schedule A-3 respectively. The said North Block Land and the Project land are more fully described in ____ Colour and ____ Colour respectively in the Plan attached hereto and marked as Annexure A.

- M. In terms of the aforesaid, the Developer has now proposed to develop and construct a Project at Project Land.
- N. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in compliance with the Act and other laws as applicable.
- O. The Kolkata Municipal Corporation has granted the Building Permit Plan to develop the project vide approval dated _____ bearing no. _____.
- P. The Developer has registered the Project being constructed on the Project Land as a 'Real Estate Project' with the West Bengal Real Estate Regulatory Authority ("**WBRRERA**") at Kolkata under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time with the latest Registration No. WBRRERA/P/KOL/2025/_____ for the project named as '**The Curve**' which is being constructed as a Project having Units for being used for Residential Use.
- Q. The Allottee has applied to the Developer for allotment of a Residential Unit (herein after referred to as the said "Unit") along with the pro-rata

share in the common areas as defined under clause (n) of Section 2 of the said Act, subject to the extent as agreed in this Agreement as also the Limited Common Areas and Facilities at the Project, if applicable and the details of the Unit, including unit number, the floor number, carpet area, situated in the proposed Building are more particularly set out in Schedule B. At the time of booking, the Allottee(s) has been informed by the Developer about the payment schedule, installments to be paid as per the payment schedule agreed between the Parties and other payments related terms and conditions including but not limited to interest payable on delayed payments and delayed possession.

- R. On the basis of such above Application, the Developer has offered to the Allottee(s) the said Unit as per terms and conditions mentioned herein and the Owner and the Developer have issued a Allotment Letter dated _____ in favour of the Allottee. A copy of the floor plan of the said Unit agreed to be purchased by the Allottee(s) is annexed as Annexure B.
- S. The Allottee(s) has agreed to purchase the said Unit for the Total Price as set out in Schedule C along with such Deposits and Supplementary Charges which shall be payable as per the payment terms recorded herein. The amounts mentioned in Schedule C are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to GST, Krishi Kalyan Cess, Swach Bharat Cess, local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty charges, registration charges, both present and future, applicable levied by the Central and/or State Government and/or any

local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Total Price and/or the other amounts, which shall be payable by the Allottee(s).

- T. At the request of the Allottee(s), the Developer hereby agrees to allot to the Allottee(s), right to park such number of cars as mentioned in Schedule B hereto for his/her/their own use and not otherwise, location whereof shall be determined by the Developer on the Date of Possession. The Specifications to be provided by the Developer in the said Unit are set out in Schedule E hereto. The details of the Common Areas, amenities and Facilities, to be provided by the Developer in the Project are set out in Schedule F hereto.
- U. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- V. The Allottee has confirmed and acknowledged that the Allottee has taken inspection, carried out all necessary due diligences and upon obtaining complete satisfaction as regards the rights of the Owner, the sanctions, approvals and permissions for constructing the said Project has accepted the Allotment of the said Unit.
- W. Prior to the execution of these presents, the Allottee(s) has/have paid to the Developer such sums only as mentioned in the Memo of Consideration written hereunder, being part payment of the Total Price of the Unit agreed to be sold by the Developer to the Allottee(s) (the payment and receipt whereof the Developer hereby admits and acknowledges) and the Allottee(s) has/have agreed to pay to the Developer the balance of the Total Price in the manner appearing in the Payment Schedule mentioned

in Schedule D and as may be demanded by the Developer.

- X. The Developer shall not be liable to the Allottee(s) for any details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner, and the provisions of this Agreement shall supersede all previous representation and offers, deeds, documents, writings, communications etc. whatsoever.
- Y. The carpet area of the said Unit shall be as mentioned in Schedule B.
- Z. The Allottee(s) has represented and warranted to the Developer that the Allottee(s) has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Allottee(s) hereby undertake/s that he/she/they/it shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Project and the said Unit.
- AA. 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.
- BB. Relying upon the aforesaid application, the Developer has agreed to allot and sell to the Allottee(s), and the Allottee(s) has/have agreed to purchase the said Unit at the Total Price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the

Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Unit as mentioned in Schedule B.

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 Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Unit as specified in paragraph B; The Total Price for the Unit based on the carpet area is Rs..... (Rupeesonly ("Total Price" as per the following break up:

Head	Price (Rs.)
(i) Apartment No. __, Floor – ____; Carpet Area ____ square feet; Built-up Area ____ square feet; Super-Built-up Area ____ square feet.	
(ii) exclusive right to use the attached triple height Sky Balcony containing a total built-up area of ____ square feet;	
(iii) right to park ____ numbers of ____ car in the (Covered/ Mechanical) Multilevel Car Parking Space	
(iv) right to park ____ numbers of ____ car in the (Covered/ Mechanical) Multilevel Car Parking Space	
Total Price (excluding GST):	
Add: GST*	
Total (including GST):	

- a.** The Total Price for the Unit based on the Carpet Area ("Total Price"), is more particularly set out in Schedule C hereto, which includes the

proportionate price of the proportionate undivided impartible share or interest in the Project land appurtenant to the said Unit as also in the common areas and facilities in relation to the said Unit, to be paid as per the Payment Schedule as mentioned in Schedule D. It is clarified that the Allottee shall have no right or interest or any claim or demand in respect of any area outside the Project Land, and particularly the North Block Land, whether divided and/or demarcated or not.

- b.** The specification of the said Unit to be provided by the Developer are set out in Schedule E hereto.
- c.** The Developer hereby agrees to allot to the Allottee(s) alongwith the right to car park as mentioned in Schedule B for his own use and not otherwise. Each allotted car parking space will entitle the Allottee(s) the right to park only one vehicle in the allotted car parking space. The right to use the car parking space under no circumstances is separately transferable and shall always be a right attached to the said Unit.

Explanation:

- (i)** The Total Price above includes the Application Amount paid by the Allottee(s) to the Developer towards the said Unit, the receipt whereof, the Developer does hereby acknowledge.
- (ii)** The Total Price is escalation-free, save and except escalations/increases/impositions 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/ Local Bodies/ Government from time to time, including but not limited to internal development charges, external

development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ Local Bodies/Government. 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 on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

- d. The Allottee(s) hereby agrees to make the payment of the Total Price as per the Payment Schedule more particularly set out in Schedule D herein below ("Payment Schedule").
- e. The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been preponed. The provision of allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.
- f. It is agreed that the Owner or the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and

specifications and the nature of fixtures, fittings and amenities described herein in respect of the Unit, without the previous written consent of the Allottee as per the provisions of the Act, save any changes which may be necessary for the safety of the Building and/or necessary for compliance with the law in force.

Provided that the Developer 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 which shall be at the cost of the Allottee.

- g. The Developer shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area of more than five percent, then the Developer shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. In such event the only recourse of the Allottee(s) shall be refund by the Developer of the excess money as per applicable law. If there is any increase in the carpet area, the Allottee(s) shall make payment for such area with the next milestone of the Payment Schedule and/ or on or before possession and the Allottee(s) shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Total Price.
- h. Subject to provisions of this Agreement, the Developer agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Unit;
- (ii) The Allottee shall have exclusive right to car park as described in Schedule B;
- (iii) The Allottee shall have undivided proportionate impartible share and interest in the Project Land appurtenant to the said Unit hereby agreed to be sold, it being clarified that the Allottee shall have no right or interest or any claim or demand in respect of any area outside the Project Land, and particularly the North Block Land, whether divided and/or demarcated or not.
- (iv) The Allottee shall also have undivided proportionate share in the Project Land appurtenant to the said Unit as also in the Common Areas appurtenant to the Project save to the extent provided herein and save and except the Limited Common Areas and Facilities at the Project unless such Limited Common Areas and Facilities are reserved for the Unit hereby agreed to be sold. 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. It is clarified that the Developer shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (v) That the computation of the Total Price of the Unit includes recovery of price of land, construction of the Unit, the Common Areas, Facilities, Amenities, Specification etc as mentioned herein to be provided within the Unit and the Project, and is exclusive of

Deposits and Supplementary Charges and other amounts set out herein;

- (vi) The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Developer from time to time for site visit.
- i. It is made clear by the Developer and the Allottee agrees that the Unit along with the right to carpark(s) shall be treated as a single right and shall be indivisible for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Project Land only 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 benefit of the Project. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project except as provided herein and except the Limited Common Areas and Facilities at the Project.
- j. The Total Price as mentioned in Schedule C and the Deposits and Supplementary Charges and all such other amounts as mentioned herein are exclusive of all taxes, charges, levies, cess etc., applicable on transfer and sale of Unit to the Allottee(s) both present and future or in any increase thereof, as may be applicable from time to time. Such amounts shall be separately charged and recovered from the Allottee(s), on pro-rata basis. The Allottee(s) would also be liable to pay interest/ penalty/ loss incurred by the Developer on account of the Allottee(s)'s failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
- k. Further, all stamp duty amount, registration charges, statutory charges,

lease rental, all taxes, levies, cess etc. as may be applicable, due and levied by the statutory or local authority with respect to purchase of the said Unit shall be payable by the Allottee.

- l.** The Allottee shall, in addition to Total Price and other charges agreed herein, as part of Deposits and Supplementary Charges, pay a sum of Rs. _____ on account of Sinking Fund Deposit; Rs. _____ on account of Advance CAM Charges for 12 monthswith applicable GST and /or similar impositions; and a sum of Rs. _____ on account of Municipal Tax Deposit. Out of the same, the Municipal Tax Deposit shall be refunded to the Allottee on completion of the Mutation of the Unit, subject to adjustment of any Municipal Tax payment which the Promoter has to bear due to delay in such Mutation.
- m.** The Developer agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee for the period upto the conveyance deed / possession / deemed possession, whichever is earlier, the Developer agrees to be liable, even after the transfer of the Unit, 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.

- n. The Allottee(s) has/have paid Booking Amount as mentioned in the Payment Schedule written hereunder till the execution of this Agreement as part payment of the Total Price for the said Unit to the Developer, the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Schedule (Schedule D) as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the Allottee(s) delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest in the manner set out herein below.
- o. The Allottee(s) shall on or before the due dates or as demanded by the Developer, pay and keep deposited with the Developer such Deposits and Supplementary Charges and other outgoings as specified herein.
- p. The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- q. The amounts mentioned as Deposits and Supplementary Charges as mentioned herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demand by statutory authority and/ or otherwise,

any shortfall shall be paid by the Allottee(s). The Allottee(s) shall separately pay the CAM Charges as per the terms of this Agreement. The Allottee(s) shall be liable to pay both the deposits and the monthly expenses towards CAM Charges in accordance with this Agreement, time being of the essence.

- r. In case of any financing arrangement entered by Allottee(s) with any Bank or Financial Institution with respect to the purchase of the said Unit, the Allottee(s) undertakes and confirms to direct such Bank or Financial Institution to and shall ensure that such Bank or Financial Institution disburse all such amounts and installments as mentioned herein, due and payable to Developer through an account payee cheque/demand draft drawn in favour of the Developer or any online mode (as applicable). Any failure of such Bank or Financial Institution shall be treated as a default of the Allottee to make payment under this Agreement.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand (including by electronic means) by the Developer, within the stipulated time as mentioned in the Payment Schedule (through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) as set out in Schedule D.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- a.** If the Allottee(s) is the resident outside India or having Non Resident Indian (NRI) or Overseas Citizen of India (OCI) status, such Allottee(s) clearly and unequivocally confirms he shall be individually and solely responsible for compliance with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act, 1934 and the Rules/ Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/s in India etc. The Allottee(s) shall also furnish the required declaration to the Developer in the prescribed format, with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority, or in case of any implications arising out of any default by the Allottee(s), it shall be the sole liability and responsibility of the Allottee(s).
- b.** The Developer shall accept no responsibility in this regard and the Allottee(s) shall keep the Developer and the Owner fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the applicable laws. In event of non-fulfillment of the permission as mentioned above, the amount paid towards Total Price will be refunded without interest, by the Developer (excluding taxes) as per the

cancellation and forfeiture process mentioned in this Agreement and the allotment cancelled forthwith and the Owner/ Developer will not be liable in any manner on such account. In case of Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), all refunds, if any, shall, however, be made in Indian Rupees and Allottee(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Total Price as mentioned above from the concerned authorities.

- c. In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Allottee(s). The date in which such credit is made to the bank account of Allottee(s) will be considered as date of payment and no other date. Allottee(s) shall provide to the Developer copy of the SWIFT message to trace the remittance in India.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

It is irrevocably agreed by the Allottee(s) that on all amounts received, the Developer shall first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments, thereafter towards the interest levied on the previous pending installment (if any), thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the common areas to the Association or the competent authority, as the case may be. Time is the essence, with respect to the Allottee(s)'s obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.

6. CONSTRUCTION OF THE PROJECT/UNIT:

- (a) The Allottee has seen the approved layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, Payment Schedule and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer 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 applicable law and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act.

- (b) The Allottee has also verified and confirmed that the Project Land is a divided and demarcated portion of land forming part of the Said Total Land and that the North Block and the North Block Land are outside the Project and the Project Land.
- (c) It is expressly agreed understood and clarified that, both the **Project Land** and the said **North Blok Land** are and shall always remain independent separate properties, to the extent that even all the services, amenities, facilities, entry and exit access points etc., shall be separate & exclusive and independent to each other, notwithstanding the fact that a single/composite plan has been sanctioned for both the properties and the floor area ratio (FAR) available to the said Total Land has been utilised in such sanction and that the sanctioned areas in the respective buildings at the said Project Land and the North Block Land are not commensurate with the earmarked respective Land areas. Accordingly, the rights of the allottees / owners / lessees of flats, apartments, units etc., in the Land shall remain restricted to the respective exclusive properties in which their flats, apartments, units etc., shall be situated.
- (d) The Allottee further confirms that the Allottee shall not have any right in any FAR available or becoming available (including the FAR additionally available under Rule 69A of the KMC Building Rules, 2009) in respect of the said Total Land and the Owner and the Developer shall be solely entitled to utilize any such FAR available or becoming available in respect of the said Total Land either at the

Project or otherwise.

- (e) The Allottee has also understood that the Unit being delivered is in bare shell condition and that all constructions within the Unit including but not limited to erection of partitions and internal walls of the Unit shall be undertaken by the Allottee at its own cost and expense including obtaining any permission under the KMC Rules.
- (f) The Allottee has examined the sanction plan presently obtained by the Developer and is also aware of the proposed changes being made by the Developer thereto. The Allottee vide a separate letter of as on date and also hereby expressly consents to changes in the sanction plan and further agrees that upon such revised sanction being obtained by the Developer, there would be a change in the Area and dimensions of the Unit and also that of the common areas, facilities and amenities and also consequently change in the Total Price. The Allottee agrees to accept such revised Unit size and dimensions and also revised Total Price and other consequent changes in payment obligations and further agrees that if required, the parties shall execute further supplementary documents in this regards.

7. POSSESSION OF THE UNIT:

a. SCHEDULE OF POSSESSION OF THE UNIT:

- (i) The Developer shall endeavor to give possession of the said Unit to the Allottee(s) on or before *Date of Possession* which shall be

_____. The Developer shall complete the Project within the *Time Schedule for Completion*. The Date of Possession shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Developer. In the event the possession is delayed beyond the date as agreed hereinabove, inter alia for any reason, the Developer shall be entitled to extension of 6 {Six} months ("Extended Duration") for handover of possession and completion of construction.

- (ii) In the event of any delay in handing over possession of the said Unit and the said Amenities to the Allottee(s) from the Date of Possession and Time Schedule of Completion, respectively and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Unit and the said Amenities due to Force Majeure reasons, the Developer shall intimate the Allottee(s) in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Unit shall be handed over the Allottee(s) ("Revised Possession Date") and the said Amenities ("Revised Time Schedule of Completion") shall be completed.
- (iii) In the event, the Allottee(s) is desirous of cancelling the booking of the Unit, prior to the date of application of the completion certificate in respect of the said Unit, then the Allottee(s) shall intimate the Developer his/ her/ their non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within ____ (____) days from the date of receipt of the intimation from the Developer,

failing which it will be deemed that the Allottee(s) has/ have accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Allottee(s).

b. PROCEDURE FOR TAKING POSSESSION:

- (i) The Unit shall be considered as ready for use and occupation on grant of completion certificate by the Kolkata Municipal Corporation covering the said Unit.
- (ii) The Developer shall issue the Offer of Possession letter to the Allottee(s) requesting to make payments as per the Agreement and take possession within such date as mentioned in the Offer of Possession letter. The Allottee(s) shall before taking over the physical possession of the said Unit, be required to clear all outstanding dues (including interest, costs and charges), as also amounts mentioned in Schedule C and also the Deposits and Supplementary Charges and also pay the applicable taxes to the Developer, as mentioned herein.
- (iii) The Allottee(s) shall take possession of the Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Unit to the Allottee(s).
- (iv) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Allottee(s) takes such possession or not. In cases where the unit/s are sold after the OC Date, the CAM Commencement Date shall commence from the date of which the

last installment of the consideration amount is payable as per the agreed terms of allotment plus 15 (fifteen) days. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Developer or Association, as the case may be until handover to the Unit Owners Association.

- (v) The Allottee(s) agrees and undertakes that on receipt of possession, if the Allottee(s) is desirous to carry out any interior fit out work, the same shall be carried out as per the provisions as may be decided by the Developer/Association at the relevant time. The Developer shall have the absolute discretion in deciding from case to case basis as to whether any permission for Fit Out is to be given to a particular Allottee and the Developer shall be solely entitled to set down any rules / terms and conditions for governing such Fit Out. However no Fit Out shall be permissible without full payment of Total Price and the Deposits and Supplementary Charges having been made by the Allottee. It is further agreed that in case the Allottee opts for and the Developer agrees for giving the Unit for Fit Out, the Allottee shall not be entitled to claim any benefit or rebate or interest for payments being made by the Allottee ahead of the Payment Schedule.

c. FAILURE OF THE ALLOTTEE TO TAKE POSSESSION OF THE UNIT:

- (i) In the event the Allottee(s) fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The

maintenance charges shall commence from the CAM Commencement Date. Without prejudice to the other rights of the Developer, in addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Administrative Charges as decided by the Developer in its sole discretion, from CAM Commencement Date till the Allottee(s) takes actual possession of the Unit. And in case the Allottee(s) fails to take possession within the prescribed time, such Allottee(s) shall continue to be liable to pay the maintenance charges on and from the CAM Commencement Date irrespective of when actual possession is taken by the Allottee.

- (ii) In case of the Allottee raising any dispute as regards the finishing of the Unit or the Project as per the specification agreed, the same shall not be ground for refusing to make payment of the balance consideration or obtaining possession or avoiding payment of Deposits and Supplementary Charges or payment of CAM Charges or any other payment under this Agreement. Any grievances on the part of the Allottee as regards completion of the Unit or the Project shall be deemed to be an issue arising under defect liability clause and shall be separately dealt with and under no circumstances be linked to the Payment Schedule or Possession process.

d. CANCELLATION BY THE ALLOTTEE:

- (i) 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 Developer, the Developer herein is entitled to forfeit the

Booking Amount in the manner set out in this Agreement. Taxes, Cess, levies, GST, charges, interest, stamp duty, registration charges etc. paid (both on the Agreement for Sale and on the Cancellation Agreement) on all such amounts shall not be refunded to the Allottee.

- (ii) Refund shall be payable by the Developer only upon (a) the Allottee returning all documents pertaining to the Allotment (b) registration of the cancellation agreement by the Allottee which shall be at the cost of the Allottee; and (c) the Unit being resold by the Developer to a new Allottee.

e. COMPENSATION:

- (i) In the event, if the Developer is unable to apply for the completion certificate on or before the Possession Date or the Revised Possession Date (as applicable), subject to reasonable extension of time and the Allottee(s) wishes to cancel the allotment/ withdraw from the Project, then on demand in writing by the Allottee(s), the Developer shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Total Price only (excluding interest amounts (if any), stamp duty, registration fee, GST or similar tax, TDS, deposits, charges or any similar cost, etc. paid to the Developer and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the said Unit from the Allottee(s). However, taxes, levies, cess, interest amounts (if any) paid by the Allottee(s) and such other amounts as mentioned herein shall not

be refunded and no interest shall be payable on these amounts. In such a scenario, the allotment of the Unit shall stand cancelled and the Allottee(s) shall not have any right, title, interest in the said Unit or in relation to the Project or against the Developer/Owner, in any manner whatsoever. Refund shall be payable by the Developer only upon (a) registration of the cancellation agreement by the Allottee which shall be at the cost of the Allottee; and (b) the Unit being resold by the Developer to a new Allottee.

- (ii) In the event the Allottee(s) does not intend to withdraw from the booking in the Project and/or is not agreeable and accepted the revised timelines, then in such an event, the Allottee(s) shall be entitled to seek simple interest as per bank rate for every month of delay calculated from the date of expiry of the Extended Duration, as compensation, post expiry of the Extended Duration (excluding such time period affected by Force Majeure conditions) till the date of receipt of OC. The Developer shall pay the said compensation on the installments paid towards the Total Price only (excluding interest amounts (if any), stamp duty, registration fee, GST, TDS, deposits, Deposits and Supplementary Charges, other charges etc. paid to the Developer and/or authorities, as the case may be) for the said Unit, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the said Unit and not otherwise. It is expressly clarified that no compensation shall be payable by the

Developer for any time period beyond the OC Date for any reason whatsoever, irrespective of the Allottee(s) not taking possession of the said Unit.

(iii) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Revised Possession Date and Revised Time Schedule of Completion shall stand extended:

- on account of any force majeure events and/ or
- due to non-compliance of the terms and conditions by the Allottee(s).

(iv) Additionally, the compensation for delay shall not be paid in the following events:

(iv) (1) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee(s) during inspection of the said Unit, and/or

(iv) (2) For the period of delay occurred owing to the Allottee(s) having committed any default and/ or breach of the terms and conditions contained herein, and/or

(iv) (3) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades, in the said Unit, in addition to the standard Unit, and/or

(iv) (4) For the period from the date of application for grant of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till actual issuance of such certificate, provided such certificate is not delayed owing to non-

compliance of law by the Developer.

(iv) (5) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till the actual handover of possession of the said Unit.

(iv) (6) If the Allottee herein has sold and/or assigned and/or transferred this Agreement in favour of any Third Party on or after expiry of the Possession Date or the Extended Duration;

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER / DEVELOPER

8.1. The Owner hereby represents and warrants to the Allottee(s) as follows:

- a. The Owner has clear and marketable title with respect to the said Project Land and has the requisite rights to carry out development and construction activities upon the Project.
- b. That there are no litigations pending before any Court of law with respect to and/or affecting the right of the Owner.
- c. The Owner has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- d. The Owner 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 Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.

- e.** The Owner is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- f.** 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 Project Land) has been received or served upon the Owner in respect of the said Project Land.
- g.** The Owner shall do all such acts, deeds and things as may be necessary and expedient to facilitate the conveyance of the Project Land.

8.2. The Developer hereby represents and warrants to the Allottee(s) as follows:

- h.** The Owner has clear and marketable title with respect to the said Project Land and has the requisite rights to carry out development and construction activities upon the Project. Further, the Developer also has possession of the Project Land for the implementation of the said Project.
- i.** The Developer has obtained lawful rights and requisite approvals from

the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project as per the provisions of the approvals and documents executed with the competent authorities.

- j. That there are no litigations pending before any Court of law with respect to and/or affecting the right of the Developer in constructing the Project.
- k. That the approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and said Building.
- l. The Developer has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- m. The Developer 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 Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- n. The Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.

- o. 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 Project Land) has been received or served upon the Owner in respect of the said Project Land.
- p. The Developer shall do all such acts, deeds and things, as may be necessary and expedient to complete the development, construction and conveyance and further facilitate the sale of the Project Land.
- q. The Developer agrees and undertakes that the Developer shall be solely responsible and liable to keep the approvals valid and subsisting of the Project Land. Further, that shall solely be liable for any claims, losses and penalties arising out of such matters and in this regard from any allottees, purchasers, body of purchasers etc.
- r. The Developer shall do all such acts, deeds and things as may be necessary and expedient to facilitate the conveyance of the Project Land.

9. EVENTS OF DEFAULT AND CONSEQUENCES:

- a. Subject to the other terms and conditions herein, the Developer shall be considered under a condition of Default, only in the following events (save and except any of them arising owing to Force Majeure):
 - (i) The Developer fails to provide the possession of the Unit to the Allottee on or before the Date of Possession or the Revised Date of Possession (as the case may be) or fails to complete the Project on or before the Time Schedule of Completion or the Revised Time Schedule of Completion.

- (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 Developer under the conditions listed above, the Allottee shall be entitled to the following:
 - (i) Stop making further payments to Developer as demanded by the Developer for the construction milestone that is not achieved 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 purchase of the Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice, subject to registration of cancellation agreement and the Developer having resold the Unit to a new allottee.
- Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be entitled to Compensation as agreed herein.
- c. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
 - (i) The Allottee(s) fails to make timely payments of the outstanding, amounts due and payable (including the Allottee(s)'s proportionate share of taxes levied by concerned local authority, Deposits and

Supplementary Charges, provisional CAM charges etc.) payable by him/her and meeting the other obligations under this Agreement. Time is the essence, with respect to the Allottee(s)'s obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement. The Allottee(s) agree/s that 10% (ten percent) of the Total Price ("Booking Amount") shall be treated as earnest money to ensure fulfilment by the Allottee(s) of the terms and conditions, as contained herein.

- (ii) Payment of outstanding amounts due and payable shall have to be paid by the Allottee(s) within seven (7) days from the Developer's Demand Letter, failing which the Developer shall be entitled to charge interest as per applicable law on all delayed payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments shall not be treated as part discharge of the obligation. The Allottee(s) agrees to pay to the Developer the outstanding amounts including interest as mentioned hereinabove, from the due date till the date of receipt of amounts or realization of the cheque by the Developer, whichever is later.
- d. Without prejudice to the rights of the Developer to charge interest in terms of the clauses herein, upon the Allottee(s) committing breach of any of the terms of the Agreement including default in payment of any outstanding amount, due and payable by the Allottee(s) to the Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings),

the Developer shall issue a notice of such default to the Allottee(s) and the Allottee(s) shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee(s) fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Developer shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), intimating him of the specific breach/ default or breaches/defaults of terms and conditions in respect of which the Company is cancelling and terminating this Agreement.

- e. On such cancellation, the allotment/booking/agreement for the said Unit shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the said Unit. However the Allottee shall be still obligated to complete the registration process for cancellation of the agreement for sale to become entitled to refund.
- f. Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), the Developer shall refund all such amounts paid by the Allottee(s) till the date of cancellation without interest subject to terms agreed herein and subject to forfeiture of the following amounts as detailed hereunder being the liquidated damages payable to the Developer:
 - (i) Booking Amount being 10% of the Total Price. Taxes, cess, levies, charges, stamp duty, registration charges etc. (including on any cancellation deed) paid on all such amounts shall not be refunded

to the Allottee(s);

- (ii) Total interest accrued on account of the delay/ default in payment of any Installment/s and other charges as per the Payment Schedule calculated till the date of the cancellation/ termination letter;
- (iii) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/ Agreement;
- (iv) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature , stamp duty, registration charges etc. (including on any cancellation deed);
- (v) All amounts or amounts equivalent to, benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Developer in respect of the booking of the Allottee(s) irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the said Unit;
- (vi) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Developer in respect of the booking of the Allottee(s).
- (vii) Administrative charges, Ombudsman fees and/or such amounts incurred towards insurance by the Developer in respect of the booking of the Unit.

g. The Developer shall have the first lien and charge on the said Unit for

all its dues and other sums unpaid due and payable by the Allottee(s) to the Developer. The Allottee(s) shall not transfer its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts having become payable by the Allottee(s) under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

- h.** The Allottee(s) further agrees that the Developer shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) to the Allottee(s) or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Form or in the Agreement for Sale, or (iii) through any other means as the Developer may deem fit. The Developer may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as mentioned in the Application form or Agreement signed by the Allottee(s). In case of Allottee(s) who have availed home loan and mortgaged the said Unit to any Bank/ Financial Institution, such refund to Allottee(s) shall be processed post intimation to any Bank/ Financial Institution and release of amounts to such Bank/ Financial Institution as per agreements, documents, papers etc. signed between the Allottee(s) and such Bank/ Financial Institution and the Allottee(s). In the event the Allottee(s) is untraceable and/or unreachable and /or does not accept refund amount, the Developer shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Developer

has refunded the balance amount and the Developer's liability shall end on such date. Such refund shall be in the name of the first applicant (as per the Application Form) /lender (in case the Allottee(s) has procured a loan from a bank/ financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Developer or its employees and the Allottee(s) will not raise any objection or claim on the Developer in this regard.

- i. Upon the cancellation and termination of the allotment of the Unit, the Allottee(s) shall not have any right title or interest with respect to the Unit and the Developer shall be at a liberty to sell or otherwise dispose off the Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Developer may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waive their right to raise any objection or dispute in this regard. The Allottee shall, as a precondition to be entitled to obtain refund, be required to, at its own cost, execute and register a cancellation deed of this Agreement, in the manner as may be required by the Developer.
- j. The Allottee(s) hereby also covenant/s to observe and perform all the terms and conditions of this Agreement and to keep the Developer and its agents and representatives, estates and effects indemnified and harmless against the rights, responsibilities and obligations of the Allottee(s) to the Developer under this Agreement. Further, the Allottee(s) hereby indemnifies and undertakes to keep indemnified the Developer also against any loss or damages that Developer may suffer as a result of non-payment of any amount herein including the

Total Price, non-observance, or non-performance of the terms and conditions mentioned herein. The Allottee(s) confirms that the Developer shall have a right of first lien on the Unit in the event any amounts are outstanding to the Developer. The Allottee(s) further confirms that this clause be applicable even post possession being handed over to the Allottee(s)

- k. In the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Developer may at its sole discretion be entitled to exercise any recourse available. Further, the Developer shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Developer of all the amounts including the Dishonour Charges. In the event the said Demand Draft is not tendered within 7 (Seven) days then the Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Developer has no obligation to return the original dishonored cheque.

10.CONVEYANCE OF THE SAID UNIT

The Developer on receipt of the Total Price, Deposits and Supplementary

Charges and all other costs, interest, charges, etc. of the Unit under the Agreement from the Allottee shall execute a Conveyance Deed and convey the title of the Unit together with proportionate indivisible undivided share in the land appurtenant thereto as also common areas facilities and amenities within such time as prescribed under law.

Provided, if the Allottee(s) has made payment of the entire consideration but fails to obtain registration of the Deed of Conveyance in respect of the Unit within ___ months from the date of offer for obtaining Conveyance, the Developer shall be entitled to charge Administrative Charges for executing and registering the Deed of Conveyance in favour of the Allottee.

11.MAINTENANCE OF THE BUILDING/ UNIT/ PROJECT:

- a.** The Developer has assured the Allottee that the Project in its entirety shall be developed in accordance with the provisions of the applicable laws. The Developer shall comply with relevant laws and regulations as applicable in West Bengal.
- b.** The Developer 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 (upon issuance of the Completion/Occupation Certificate of the Project) which shall not exceed 6 months from the from the CAM Commencement Date. However the Allottee shall be liable to pay proportionate maintenance charges to the Developer from the CAM Commencement Date till handover to the Association.
- c.** The Allottee hereby agrees to execute and sign all documents for formation of the Association under the prevailing laws as may be

required by the Developer.

- d. The Allottee further agrees undertakes and assures that any dispute as regards the finishing of the Project or the Unit as per specification shall not be a ground for the unit owners' association to take over the maintenance of the Project and its common areas, facilities and amenities.

12.DEFECT LIABILITY

- a. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services of the Developer as per this Agreement relating to the Project is brought to the notice of the Developer within a period of 5 (Five) years by the Allottee from the date of Completion Certificate being issued by the competent authority or commencement of fit out by the Allottee whichever ever is earlier, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer '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.

Provided that all third party warranties and guarantees available to any of the goods, materials, equipment, wiring, plumbing, machines, etc shall be directly exercised by the Allottees or the Unit Owners' Association and for such defects covered by such third party warranties and guarantees, the Developer shall not be obliged nor liable to any defects occurring thereat or for any repair or replacement of the same

and the period of defect liability for all such products shall be to the period extended by such third party providers.

- b. It is clarified that, the applicability of this Defect Liability clause shall be subject to the Allottee having complied with all the terms and conditions of this Agreement and not being default of any payments, including any payments on account of CAM and other charges.

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

The Allottee hereby agrees to purchase the Said Unit on the specific understanding that the Allottee's right to use the Common Areas shall be subject timely payment of total maintenance charges, as determined and thereafter requisitioned and billed by the Developer and thereafter the Maintenance agency / Unit Owners' Association and performance by the Allottee of all the Allottee obligations in respect of the terms and conditions specified Maintenance agency / Unit Owners' Association from time to time.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

- a. After the possession, the Allottee(s) shall permit and shall deemed to have granted a license to the Developer and its surveyors and agents with or without workmen and others, including the Maintenance Agency / Unit Owners' Association at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs

in this behalf and also for repairing of any part of the Building. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.

- b. However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Developer and / or Maintenance Agency and/or the Unit Owners' Association to break open from the emergency exit point of the said Unit and enter into the said Unit to prevent any further damage to the other units and Project. In such a case, the Developer and / or Maintenance Agency and/or the Unit Owners' Association shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid.

15.USAGE :

- a. Use of Basement and Service Areas: The basement and service areas, if any, as located within the Project, shall be earmarked for services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, Water treatment plant, maintenance and service rooms, firefighting 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 basement in any manner whatsoever, other than as earmarked hereinabove and the

same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

- b.** The Allottee shall not use the allotted parking area for purposes other than for parking of vehicles. The Allottee shall not use the same for storage purposes nor make any alteration or put up any partition in the parking areas and shall keep the parking areas as has been constructed by the Developer.

16.COMPLIANCE WITH RESPECT TO THE UNIT

The Allottee shall ensure:

- a.** To maintain the Unit at the Allottee's own cost in good condition from the date of offer of possession of the Unit and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- b.** Not to demolish or cause to be demolished the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other

structural members in the Unit without the prior written permission of the Developer and/or the Association.

- c. The Allottee(s) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the said Building except by the prior sanction of the Developer and/or Maintenance Agency and/or the said Association and at places earmarked by the Developer.
- d. The Allottee shall adhere to all the rules and regulation framed by the Developer and/or Maintenance Agency and/or the said Association for use enjoyment maintenance and operation of the Project and its Common Areas, from time to time.
- e. Further the Allottee shall not store any hazardous or combustible goods in the Said Unit or place goods or material in the common areas of the Building. The Allottee shall not remove any outer and load bearing wall of the Said Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the maintenance agency/ Unit Owners' Association.
- f. The Allottee shall be responsible for any loss and damage arising out of breach of any of the aforesaid conditions and specifically agrees and confirm that the Allottee has understood the specifications of the Project and norms governing the maintenance and usage of the said Building shall have to be compulsorily adhered to and/or complied with and the Allottee hereby agree and confirm to comply with said norms and/or guidelines without any demur or protest of any nature whatsoever.

17.COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY BOTH THE

PARTIES:

The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project

18.OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE ON THE UNIT:

After the Owner/ Developer executes this Agreement,theyshall not mortgage or create a charge on the Unit 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 Unit. The Allottee however acknowledge of the exiting loans obtained by the Developer against mortgage of the Project Land details whereof have been shared by the Developer to the Allottee.

19.BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the Payment Schedule within 15 (Fifteen) 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 Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30

(thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee subject to the provisions of Allotment which shall also stand cancelled.

20.ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee(s) in any manner to enter into this Agreement.

21.RIGHT TO AMEND

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

**22.PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S) /
SUBSEQUENT ALLOTTEES**

- (a) It is clearly understood and so agreed by and between the Developer and the Allottee(s) 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 Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes. Allottee(s) can, until execution of deed of conveyance, assign, transfer, or part with possession of the said Unit with the prior written consent of Developer and subject to the Lock In period and also payment of nomination charges as agreed herein.
- (b) The Allottee hereby agrees that the Allottee shall not be entitled to transfer and/or assign and/or otherwise nominate any new Allottee in its place and stead for a period of 3 years ("Lock In period") from the date of this Agreement. After expiry of such period of 3 years, the Allottee may, subject to payment of nomination charges calculated @ 2% of the total Price consideration and with the prior consent in writing of the Promoter, transfer or alienate the said Unit or his rights under this Agreement by way of nomination.
- (c) Allottee(s) undertakes that it shall not divide/ sub- divide the said Unit in parts and shall keep the Unit as a Single Unit.

23.WAIVER NOT A LIMITATION TO ENFORCE:

- a. The Allottee(s) irrevocably confirms that the Developer may, at its sole discretion, waive in writing any breach by the Allottee(s) under this Agreement. It is expressly agreed by the Allottee(s) that exercise of discretion by the Developer shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of any other allottee or for a subsequent breach. It is irrevocably agreed by the Allottee(s) that on all amounts received, the Developer shall first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous instalments, thereafter towards the interest levied on the previous pending instalment (if any), thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due and then on the current instalment amount.
- b. Failure on the part of the Developer 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.

24.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 this 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.

25.METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in the Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

26.FURTHER ASSURANCES

The Owner, Developer and the Allottee(s) 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.

27.PLACE OF EXECUTION

- a. The execution of this Agreement shall be complete only upon its execution by the Owner, Developer and Allottee(s) and the same shall be registered at the office of the Sub-Registrar.

28.NOTICES

- a. That all notices to be served on the Allottee(s) and the Owner/ Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Owner/ Developer by Reputed Courier / Registered Post A.D and notified Email ID at their respective addresses.
- b. It shall be the duty of the Allottee(s) and the Owner/ Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Reputed Courier / Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the concerned party.

29.JOINT ALLOTTEES

That in case there are Joint Allottee(s) all communications shall be sent by the Developer 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 Allottee(s).

30.SAVINGS:

Any application letter, allotment Letter, agreement, including marketing materials brochures or any other document signed by the Allottee in respect of the Unit or any oral representation / assurances, prior to the execution and registration of this Agreement for the Unit, shall stand superseded by this Agreement.

31.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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

32.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 discussions, failing which the same shall be settled in accordance with the Act and Rules.

33.ADDITIONAL CONTRACTUAL UNDERSTANDING:

The below terms and conditions shall be read in conjunction with the clauses as mentioned above and forms an integral part of the Agreement.

- a. The Allottee(s) and the owners / occupiers of the said Project shall have no right or interest or any claim or demand in respect of any area outside the Project Land, and particularly the North Block Land, whether divided and/or demarcated or not.
- b. The Allottee(s) and the owners / occupiers of the said Project shall not have any Common Areas / Services / Amenities / Facilities or any services which are located in the North Block Land or earmarked for the

- use and enjoyment of the owners and/or occupiers and for such purposes the decision of the Developer shall be final.
- c. The Allottee confirms that the terms recorded in the Development Agreement entered into between the Owner and the Developer are the parent understanding and shall supersede in case of conflict between the terms hereof and thereof.
 - d. Mode of Payment - The Developer shall accept payments towards the booking from the account(s) of the Allottee(s) and/ or Joint Allottee(s) only. It is clarified that payments received from any third parties / non-allottee(s) will be returned to the remitter and irrespective thereof, the amounts shall continue to be treated as outstanding against the Unit. Payments will be accepted from Joint/Co- Allottee(s) accounts, demand draft payment from the bank where the Allottee(s) has taken a loan for the said Unit.
 - e. That Allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, viz the said Unit as and when applicable. The Allottee(s) has specifically agreed with the Developer that the allotment of the said Unit shall be subject to strict compliance of code of conduct and rules that may be determined by the Developer for the allotment, occupation and use of the said Unit and such other conditions as per the applicable laws and further the Allottee(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Association as would be formed later on amongst all allottee(s). The Allottee(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the said Unit and shall be solely responsible for the

consequences of non-compliance of the rules and laws of the land and penalty imposed in case of the breach of the same, shall be borne by the Allottee(s) alone.

- f. The Allottee shall not to be entitled to use the said Unit for carrying on any business or storage place or convert the same into a place or worship or guesthouse or any other use whatsoever save and except Allottee's and/or his/her relatives' Residential Use.
- g. No maintenance charges shall be payable by the Owner/Developer for any Unsold Areas for a period of 24 months from the date of Completion Certificate whereupon such unsold area shall be treated to be retained area by the Owner / Developer and maintenance shall be payable thereon by the respective Owner / Developer to the association of Allottees.
- h. Construction of the Project/ Unit :
 - (i) The Developer has commenced development of the Project and intends to construct and develop the Project Land for Residential use only together with the infrastructure and common areas and amenities thereof, in accordance with the applicable laws (after considering setback, ground coverage, car parking etc.) as a project..
 - (ii) The Developer shall be entitled to seek amendment of the sanction plan for changing the location of any common area and/or services and the Allottee(s) are deemed to have given consent to the same as required under RERA.
 - (iii) The Allottee(s) confirms that all Amenities, common pathway, driveway, access roads, recreational ground area and all such areas

which are for common use and enjoyment of all the occupants, purchasers and users of the said Project shall be jointly used and maintained by all purchasers of units in the said Project. The Allottee(s) waives his rights to raise any objection in this regard.

- (iv) The Developer has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Project is being developed by the Developer in its absolute discretion. The Allottee(s) further acknowledges and confirms that the Developer may, at any time, revise/modify the layout master plan of the Project, in such manner as the Developer may deem fit, in its sole discretion. However, the same is subject to the sanction of the competent authorities and/or may undertake revision and modification of any of the Project, if required by the competent authorities.
- (v) The Allottee(s) acknowledges that the Developer is the best judge of the finishing of the common areas, facilities and amenities and therefore further acknowledge and agree that the Developer shall be entitled to decide the final design, colour combination, finishing, aesthetics and other such materials for the common areas of the Project and the Allottee(s) shall have no say in the same. Any changes in the aesthetics, looks and finishing material which may be different from the proposed look shall not be objected to by the Allottee(s).
- (vi) The Developer shall be entitled to construct larger Apartments / Duplex / Multi Floor Apartments and/or sub-divided the sanctioned size into Smaller Apartments and shall be entitled to construct

internal private staircases, internal private lifts, internal facilities and amenities. The Allottee shall not object to the same and hereby ratifies such power to the Developer.

i. Fit Out:

(i) The Allottee may request, in writing to the Developer to allow the Allottee to undertake Fit Out Works at the Unit. The Developer shall, subject to applicable laws and regulations, at its sole discretion allow the Allottee to undertake Fitout works at the Unit, subject to:

1. The Allottee agree to abide by the Terms and Conditions and also the Rules and Regulations framed by the Developer in this regards.
2. The Allottee agreeing to and making payment of the Total Price and also the Deposits and Supplementary Charges as agreed herein.
3. The Allottee agreeing to and making deposit of Fit Out Security Deposit as may be determined by the Developer
4. The Allottee agreeing to and making payment of Fit Out CAM Chagres as may be determined by the Developer.
5. The Allottee signing necessary indemnity bonds and undertakings in favour of the Developer in such form as may be desired by the Developer.

(ii) The Allottee acknowledges that by this Agreement, no right is created or vested in the Allottee to seek permission to underake Fit Out Work at the Unit.

(iii) None of the Allottees shall use any brick work or load bearing walls for creating internal partitions in their respective flats / apartments and/or do any core-cuts/slab-cuts. In this context it is expressly mentioned and notified by the Promoter and each of the Allottees is made fully aware of the fact that the Building at the Project is a tall / high rise structure and for structural load calculations, the internal partitions for all the rooms have been considered to be dry walls / shera board and light-weight concrete blocks are used only in the Kitchens staircases and shafts. In case the Allottees or any of them uses any brick work or load bearing walls and/or do any core-cuts/slab-cuts, then the structural load calculations of the Building will be and/or is likely to be disbalanced / upset thereby affecting / destabilising the structural stability of the Building.

j. Formation of Association

(i) The Allottee(s) along with other allottee(s) in the said Project shall join to form and register **Association** to be known by such name as the Developer may decide. For the said purpose, the Allottee(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Association and for becoming a member, including the bye-laws of the proposed Association. The Allottee(s) shall duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee(s), so as to enable

the Developer to register the Association of allottee(s). No objection shall be taken by the Allottee(s) with respect to the same. The Owner/ Developer shall not be liable for any claims or penalties for delay in forming the Association.

- (ii) The Owner/ Developer may become a member of the Association to the extent of all unsold and/or un-allotted units, areas and spaces in the said Building and said Project. However the maintenance charges shall not be payable for 24 months from the OC Date on any unsold Units by the Owner / Developer.
- (iii) The Developer alone shall maintain the Amenities and upkeep the said Project, until the formation of the Association, as per the terms of this Agreement. For such purposes, the Developer may appoint a Maintenance Agency (without any reference to the Allottee(s) and other owners, users, occupants etc. of the Project) for the maintenance and up-keep of the same. Even after formation of the Association, such Maintenance Agency may continue to be appointed for maintenance and up-keep on such terms and conditions as the Developer may deem fit, and the Allottee(s) hereby gives their unequivocal consent for the same.
- (iv) The Developer and/ or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the Association for the purposes of maintenance of the Building and Amenities of the Project.
- (v) The Allottee(s) hereby agrees and confirms that from the CAM Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Building to the Developer (including but not limited to local taxes,

betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of staff, security guard / security agency / house keeping / maintenance agency / contractors, upkeep and maintenance cost, common electricity and all other expenses necessary and incidental to the management and maintenance) until handover of the maintenance to the Association, irrespective of whether the Allottee(s) is in occupation of the said Unit or not and construction activity is continuing in the project and infrastructure, facilities and amenities are not fully completed. The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Developer, as may be demanded, from time to time. It is further agreed that the Developer shall be entitled to levy service fee for provision such maintenance charges in addition to the actual outgoings. The Maintenance Agency shall however be paid on

- (vi) In case of failure of the Allottee(s) to pay the CAM Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Developer and/or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Developer and/or Maintenance Agency to adjust the Deposit against such defaults.
- (vii) If due to such adjustments in the principal amount, the CAM Charges Deposit falls below the specified threshold, then the Allottee(s) hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Developer and/or Association. Further, the

Developer and/or Association reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Developer and/or Association.

- (viii) Upon the said Association being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
- (ix) The Developer shall be entitled to adjust any deposit of any Allottee against its outstanding CAM and other dues (including accrued interest etc) before handover to the Association.
- (x) It is in the interest of Allottee(s) to help the Maintenance Agency in effectively keeping the said Unit, and Project secured in all ways. The Allottee(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict and allow the entry and exit of visitors, which the security appointed by the Maintenance Agency, feel suspicious. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Project and the Building.

k. Maintenance of the said / Unit/ Project

- (i) The Allottee(s) hereby agrees and confirms that until handover of the maintenance of the project to the Association is completed, the Allottee(s) shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Developer, as may be demanded, from time to time. Subject to timely payment of CAM Charges and taxes, the Developer shall provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon the issuance of the completion certificate of the Project.
- (ii) The Allottee(s) further acknowledges that the Developer shall be entitled to but not obliged to continue to Maintain the Project beyond a period of 6 months from the CAM Commencement Date and any delay in formation of the Association shall not be ground for compelling the Developer to continue with the maintenance activity of the Project.
- (iii) The Allottee(s) agree and acknowledge that any dispute relating to finishing work of the Project or any grievances relating to the completion of the Project shall not be a ground to avoid or delay the takeover of handover of maintenance by the Association.
- (iv) The Developer shall not be bound to make over the maintenance and other deposits being held by the Developer until the maintenance is taken over by the Association.

1. Defect Liability

Notwithstanding anything contained elsewherein this Agreement, it is agreed as follows:

- (i) Additionally, the Developer shall not be liable in case of the following and the Allottee(s) and/or the Association alone shall be liable to rectify and reinstate the same at its own costs and expenses :
 - 1) Defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose
 - 2) Defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
 - 3) Defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
 - 4) Defects occurring in the Unit or unit that has undergone civil renovations.

- (ii) In the event of any damage due to wear and tear of whatsoever nature is caused (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

m. Compliance by the Allottee

The Allottee(s) or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Developer and thereafter to the Association as follows :-

n. The Allottee hereby agrees not to use or allow to the Unit or any part of the Project to be used for any Religious or other Sacrifices.

o. Un-sold and un-allotted units and areas:

(i) It is agreed and understood between the Owner/ Developer and the Allottee(s) that after the formation of the Association, the Developer shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold and/or un-allotted units, areas and spaces in the said Project.

(ii) All unsold and/or un-allotted units, areas and spaces in the Building and Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Project shall always belong to and remain the property of the Owner/ Developer at all times and the Owner/ Developer shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

(iii) The Owner/ Developer shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner

whatsoever the remaining unsold and/or un-allotted units, areas and spaces in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Owner/ Developer and the purchaser/s and allottee(s) of such unsold / unallotted flats / premises shall be accepted as member of the Association. Such purchaser/s and allottee(s) (including the Owner/Developer) of such unsold and/or un-allotted units, areas and spaces in case of such purchase, shall not be required to pay, apart from Deposits & Supplementary Charges, like any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Association

- (iv) The Owner / Developer shall not be required to be make payment of any CAM or any of the Deposits and Supplementary Charges on such unsold Units for a period of 24 months from the date of Completion Certificate, even if the Maintenance is handed over to the Association formed in terms hereof. Any Allottee of such unsold and/or un-allotted units, areas and spaces as on the date of Completion Certificate shall also not have any liability to pay any CAM prior to possession being taken.

p. Branding

- (i) It is agreed by the Allottee(s) that the name of the Project is "**THE CURVE**".
- (ii) The Allottee(s) acknowledges, agrees and undertakes that the name of the Project shall not be renamed and/or changed and the same shall always be known by its name given by the Developer.

- q. The Allottee agrees that the Developer has earmarked certain Limited Common Areas and Facilities for each of the Units at the Project and that the Allottee herein shall be entitled to the Limited Common Areas and Facilities specifically earmarked for the said Unit and not any other Limited Common Areas and Facilities.
- r. The Allottee further acknowledges that the Allottee shall not under any circumstances be entitled to carry out any construction, addition or alteration to the Limited Common Areas and Facilities earmarked to the said Unit nor block or create any boundary so seal the Limited Common Areas and Facilities in any manner whatsoever.
- s. The Allottee has also understood that the Project Land and the North Block Land are presently part of the same municipal premises despite being divided and demarcated. The Owner and the Developer shall have a right to apply for and obtain separation of the both the plots of land from the concerned authorities and the Allottee hereby expressly consents to the same.

SCHEDULE A-1

[Total Land]

ALL THAT the area of land measuring about 5,403.66 Sq. Mtrs. (5,351.17 Sq. Mtrs. as per the Municipal records) be the same a little more or less comprised in or forming 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee Road) P.O. & P. S. Shakespeare Sarani Kolkata 700 071 under Ward No. 63 under the Kolkata Municipal Corporation, presently butted and bounded in the following manner:

ON THE NORTH : Premises No. 52, Chowringhee Road

ON THE SOUTH : Partly by Premises No. 55, Chowringhee Road and Partly by
Premises No. 55/1, Chowringhee Road

ON THE EAST: Partly by Premises No. 52, Chowringhee Road and Partly by
Premises No. 4, Lord Sinha Road

ON THE WEST: Chowringhee Road

Or Howsoever otherwise the same is was or may be known numbered butted or
bounded.

SCHEDULE A-2

[North Block Land]

ALL THAT divided and demarcated portion out of the Total Land measuring
about 1,859.14 Sq. Mtrs. (1,806.65 Sq. Mtrs. as per the Municipal records) be
the same a little more or less be the same a little more or less comprised in or
forming 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee Road)
P.O. & P. S. Shakespeare Sarani Kolkata 700 071 under Ward No. 63 under the
Kolkata Municipal Corporation shown in ____ Colour on the map or plan annexed
hereto and marked as Annexure _____

SCHEDULE A-3

[Project Land]

ALL THAT divided and demarcated portion out of the Total Land measuring
about 3,544.52 Sq. Mtrs. be the same a little more or less comprised in or

forming 54 Chowringhee Road (previously 53A, 53B and 54 Chowringhee Road) P.O. & P. S. Shakespeare Sarani Kolkata 700 071 under Ward No. 63 under the Kolkata Municipal Corporation shown in ____ Colour on the map or plan annexed hereto and marked as Annexure ____

SCHEDULE B

[DESCRIPTION OF THE UNIT HEREBY AGREED TO BE SOLD]

'UNIT'

ALL THAT Unit being Residential Unit No. _____, on the _____ floor at the Project "The Curve", to contain by measurement _____ sq ft Super Built Up area more or less [which corresponds to _____ sq. ft. built-up area (more or less) / AND _____sq. ft. carpet area (more or less)] of the unit together with undivided proportionate share of the land underneath the said building wherein the said Unit is located together with the undivided share or interest in the common area, amenities and facilities more fully mentioned herein of the said Project Curve

'Car Parking'

TOGETHER WITH the right to park _____ on the _____.

SCHEDULE C

[TOTAL PRICE]

Head	Price (Rs.)
(i) Apartment No. ____, Floor –____; Carpet Area ____ square feet; Built-up Area ____ square feet; Super-Built-up Area ____ square feet.	
(ii) exclusive right to use the attached triple height Sky Balcony containing a total built-up area of ____ square feet;	

(iii) right to park ____ numbers of _____ car in the (Covered/ Mechanical) Multilevel Car Parking Space	
(iv) right to park ____ numbers of _____ car in the (Covered/ Mechanical) Multilevel Car Parking Space	
Total Price (excluding GST):	
Add: GST*	
Total (including GST):	

SCHEDULE D

[PAYMENT SCHEDULE*]

Sl. No.	Stage	% Payment of the Consideration	Cumulative % of the Consideration
1.	Application Amount	Rs. _____	Rs. _____
2.	Booking Amount on Agreement (Including Application Amount)	10%	10%
3.	On Completion of Foundation (Raft)	10%	20%
4.	On Ground Floor Roof Casting	10%	30%
5.	On 6th Floor Roof Casting	10%	40%
6.	On 13th Floor Roof Casting	10%	50%
7.	On 20th Floor Roof Casting	10%	60%
8.	On 27th Floor Roof Casting	10%	70%
9.	On 35th Floor Roof Casting	10%	80%
10.	On Casting of Ultimate Roof	10%	90%
11.	On Installation of windows/glazing of the Unit	5%	95%
12.	On Possession	5%	100%

[*The Above Payment Plan is indicative and shall be subject to final decision between the parties at the time of agreement].

NOTE :

- (a) Time bound payment shall be made by the Allottee as per the Payment Schedule without need of any demand letter and/ or reminder from the Developer
- (b) Even in case of Home Loan any delay by Bank / Financial Institution in making the payment as per the payment schedule shall attract applicable interest.
- (c) The amounts mentioned in here are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to GST, Krishi Kalyan Cess, Swach Bharat Cess, Local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Total Price and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on the Applicants/s.
- (d) The Allottee shall be liable to and shall pay interest/ penalty/ loss that may be incurred by the Developer on account of the Allottees failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
- (e) Amounts of Deposits and Supplementary Charges mentioned herein are provisional and based on estimates. If there is any increase due to actual cost

incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee/s.

SCHEDULE E

[SPECIFICATIONS FOR THE SAID UNIT]

SCHEDULE F

[COMMON AREAS, AMENITIES AND FACILITIES IN THE PROJECT]

[LIMITED COMMON AREAS AND FACILITIES EARMARKED EXCLUSIVELY TO THE
UNIT MENTIONED IN SCHEDULE B HERETO]

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

SIGNED SEALED AND DELIVERED

by the **OWNER** in the presence of:

SIGNED SEALED AND DELIVERED

by the **DEVELOPER/PROMOTER** in
the presence of:

SIGNED SEALED AND DELIVERED

By the **ALLOTEE[S]** in the presence
of:

MEMO CUM RECEIPT AND ACKNOWLEDGEMENT

Received from the within named Allottee the within named sum of Rs.

_____/ - as and by way of earnest money / part payment of the
Total Price as per the following:

Serial No.	Cheque / D. D. No.	Dated	Drawn on	Amount (in Rs.)

(Owner/Promoter)

Witnesses:

1.

2.

Drafted by me

(Aditya Kanodia)
Advocate, High Court, Calcutta
Enrollment No. WB/1486/2006

DATED THIS THE DAY OF , 20__

BETWEEN

CHOWRINGHEE PLANNERS LLP

- Owner

AND

AMBA HIGHRISE PRIVATE LIMITED

- Developer

AND

- Allottee

AGREEMENT FOR SALE

In respect of Unit ____ on the ____ Floor
at

“ _____ ”
**54 Jawahar Lal Nehru Road,
Kolkata**

KANODIA & CO.,

Solicitors & Advocates

Temple Chambers, 4th Floor,
6, Old Post Office Street,
Kolkata – 700 001
033-2262-5739
info@kanodiaco.com