

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement") executed on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.**

**BY AND BETWEEN**

**(1) ASWINI SALES PRIVATE LIMITED, (INCOME TAX PAN AAHCA9837F)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(2) CHAMPION SUPPLIERS PRIVATE LIMITED, (INCOME TAX PAN AADCC5710B)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(3) CONCEPTION COMMERCIAL PRIVATE LIMITED, (INCOME TAX PAN AADCC5424A)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(4) DIAGRAM SALES PRIVATE LIMITED, (INCOME TAX PAN AADCD0433C)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(5) DURGAMATA VINTRADE PVT. LTD., (INCOME TAX PAN AADCD2527M)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(6) HIGHLIGHT COMMERCIAL PRIVATE LIMITED, (INCOME TAX PAN AACCH2778R)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(7) KHAITAN LAND LIMITED (PREVIOUSLY KNOWN AS PIONEER TOWNSHIP LIMITED), (INCOME TAX PAN AACCP7499R)**, a public limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(8) LIMESTONE SALES PRIVATE LIMITED, (INCOME TAX PAN AABCL5608B)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(9) MERIDIAN VINTRADE PRIVATE LIMITED, (INCOME TAX PAN AAGCM2052H)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(10) PIONEER MARBLES & INTERIORS PRIVATE LIMITED, (INCOME TAX PAN AACCP7501J)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(11) PIONEER ONLINE LIMITED, (INCOME TAX PAN AACCP7500K)**, a public limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(12) PRUDENT INFRAREALTY PRIVATE LIMITED (PREVIOUSLY KNOWN AS PRUDENT PROJECTS PRIVATE LIMITED)**,

**(INCOME TAX PAN AAFCP2060D)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(13) RAMESHWAR SALES PRIVATE LIMITED, (INCOME TAX PAN AAECR5019D)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(14) RAVINDRA KHAITAN (H.U.F.), (INCOME TAX PAN AAGHR1049Q)**, a Hindu Undivided Family, having its office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(15) RECREATE TRADERS PRIVATE LIMITED, (INCOME TAX PAN AAECR5957J)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(16) SAPTARSHI TRADELINK PRIVATE LIMITED, (INCOME TAX PAN AANCS7460A)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(17) SEABIRD BARTER PRIVATE LIMITED, (INCOME TAX PAN AAMCS7348L)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(18) SEABIRD DEALERS PRIVATE LIMITED, (INCOME TAX PAN AAMCS6251J)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, and **(19) WRINKLE TRACOM PRIVATE LIMITED, (INCOME TAX PAN AAACW9217C)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, all represented by their **constituted attorney Sri Anshul Khaitan (PAN DQKPK3956G) (AADHAAR NO 3713 3252 0426)** son of Sri Rajkumar Khaitan, by caste Hindu, By occupation business of **‘RAWDON ENCLAVE’**, 10A, Rawdon Street, 1<sup>st</sup>Floor, P.S. Shakespeare Sarani, Kolkata – 700 017&residing at ‘Silver Spring’ No. 5, J.B. S. Halden Avenue, Post Office Dhapa, Police Station Tiljala now Pragati Maidan, Kolkata – 700 105, vide a Power of Attorney dated 24<sup>th</sup> May, 2024, registered in the office of the District Sub Registrar III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603 –2024, Pages 219835 to 219889, being Deed No.160308675 for the year 2024 hereinafter collectively referred to as the **‘OWNERS’** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**;

AND

**KHAITAN CONSTRUCTION LLP, (INCOME TAX PAN AAOFK7355G)**, a limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at 10A, Rawdon Street, Rawdon Enclave, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its **Authorized Signatory Sri Anshul Khaitan (PAN DQKPK3956G) (Aadhaar No. 3713 3252 0426)** son of Sri Rajkumar Khaitan, by caste Hindu, By occupation business authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as **“the PROMOTER”**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its partners for the time being and their respective legal heirs, executors, successors, administrators, legal and personal representatives and assigns) of the **SECOND PART**

AND

**Mr.** \_\_\_\_\_; (PAN \_\_\_\_\_), (AADHAR NO : \_\_\_\_\_), Son of: \_\_\_\_\_, by Faith – \_\_\_\_\_, by Occupation – \_\_\_\_\_, by Nationality – Indian, at present residing at \_\_\_\_\_, P.O. – \_\_\_\_\_, P.S. – \_\_\_\_\_, Kolkata, West Bengal, Pin:-700 \_\_\_\_, hereinafter referred to as **“the ALLOTTEE/PURCHASER”** of the **THIRD PART**:

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

**WHEREAS:**

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Owners are the absolute owners of **All That** the piece or parcel of land containing an area of 13 (thirteen) decimals equivalent to 7 (seven) cottahs 13 (thirteen) chittacks and 38 (thirty eight) sq. ft., be the same a little more or less in R. S. Dag No. 1180, L. R. Dag No. 1752, L. R. Khatian Nos. 4482, 4585, 4586, 4587, 4595, 4596, 4597, 4598, 4599, 4600, 4601, 4602, 4603, 4604, 4605, 4730, 4731, 4732 and 4733, the nature of land being Bastu, Mouza – Sripur Bagherghole, J. L. No. 59, Police Station Sonarpur, Additional District Sub Registrar Sonarpur, District Sub-Registrar - Alipore South-24 Parganas,

and another piece or parcel of land containing an area of 212 (two hundred and twelve) decimals equivalent to 6 (six) bighas, 8 (eight) cottahs, 4 (four) chittacks and 7.2 (seven point two) sq. ft., be the same a little more or less **TOGETHER WITH** the existing buildings, sheds and structures thereon, comprised in and being the divided and demarcated parts or portions of R. S. and L. R. Dag Nos. 1627 (P) (8.0 decimals), 1629 (3.0 decimals), 1630 (16.0 decimals), 1631 (13.0 decimals), 1632 (12.0 decimals), 1633 (7.0 decimals), 1634 (4.0 decimals), 1635 (4.0 decimals), 1636 (6.0 decimals), 1638 (P) (25.0 decimals), 1639 (23.0 decimals), 2299 (6.0 decimals), 2311 (7.0 decimals), 2312 (8.0 decimals), 2313 (8.0 decimals), 2314 (14.0 decimals), 2315 (6.0 decimals), 2316 (5.0 decimals), 2317 (26.0 decimals), 2319 (8.0 decimals) and 2320 (3.0 decimals), under L. R. Khatian Nos. 9609, 9506, 9505, 9504, 9503, 9502, 9501, 9500, 9499, 9498, 9497, 9496, 9495, 9483, 9482, 9481, 9480, 9479, 9478, 9477, 9476, 9475, 9474, 9473, 9438, 9437, 9436, 9435, 9434, 9431, 9418, 9414, 9413, 9412, 9411, 9410, 9397, 9227, 9226, 6718, 6701, 6700, 6699, 6698, 6697, 6696, 6695, 6694, 6693, 6692, 6691, 6690, 6689, 6675 and 6674, the nature of land being Bastu in Mouza – Bonhooghly, J. L. No. 65, Police Station – Sonarpur, being collectively the Municipal Holding No. 528, Sripur Bagherkhol (A), within Ward No. 33 of Rajpur Sonarpur Municipality, District 24 Parganas (South), Police Station – Sonarpur (now Narendrapur), Kolkata – 700 103, described in the **FIRST SCHEDULE** hereunder written.

- C. Devolution of title of the Owners to the said Premises is set out in the **SIXTH SCHEDULE** hereunder written.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners and the Promoter regarding the said Premises on which the Project is to be constructed have been completed.
- F. The Rajpur Sonarpur Municipality has granted permission to construct vide plan approval dated \_\_\_\_\_ bearing Sanction No.\_\_\_\_\_.

- G. The Promoter has obtained the sanctioned plan for the Project from Rajpur Sonarpur Municipality and other concerned authorities as mentioned in the Definition No. xxii (being the definition of Plan) herein below. The Promoter agrees that it shall not make any changes to the Plan/s except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. xxii (being the definition of Plan) hereinbelow.
- H. The Promoter has taken all necessary suitable steps and has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata, and has obtained WBRERA Registration bearing Registration No. \_\_\_\_\_.
- I. The Allottee had applied for an apartment in the Project vide application dated, \_\_\_\_\_, 202\_ for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

**All That the Residential Flat / Apartment bearing No. \_\_** containing a **Carpet Area** of **\_\_ Square Feet [Built-up Area** whereof being **\_\_ Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being **\_\_ Square Feet** more or less on the **\_\_ floor** of the **Tower\_\_** at the said Premises and described in the First Schedule hereinabove written and shown in the Plan annexed hereto, duly bordered thereon in "Red".

With the Right to Park **1 (One) motor car** parking space on the \_\_\_\_\_ **Floor** of one of the Building, the exact location of which is to be identified by the Promoter on or before the Deemed Date of Possession.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing herein after.

- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-I above.
- N. At or before the execution of this Agreement, the Allottee confirm/s that after having conducted and completed to his complete satisfaction independent due diligence and title verification in respect of the said land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law/s, notification/s, rule/s, etc., and after having carried out a physical inspection of the said land and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Title, papers, documents, etc. (including the various covenants, terms, conditions, etc. respectively stipulated therein) related inter alia to the said land including but not limited to amongst others, the Specifications, approvals, etc., for the Project, the deeds, papers, documents, details, schedules, etc., referred to and/or specified under the Act and the Rules as well as those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee having understood and/or having complete and due notice and knowledge of and after fully satisfying himself, has accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement and inter alia:-
- i) The right, title and interest of the Promoter and the Owners to/over/in respect of the said land and to develop and deal with the Project to be constructed/ developed on the said land;
  - ii) The nature, state and condition and measurement of the said land and the Project as applicable, and the manner in which the same is/ are presently intended to be used;
  - iii) The proposed location, lay out plan and the dimensions of each of the said Apartment/Flat and the Car Parking Space (if any);
  - iv) The Common Areas which are intended to form a part of the Project;
  - v) The laws/ notifications and Rules applicable to the area where the said land is situated, in general, and the Project and similar projects, in

- particular;
- vi) The present estimated Carpet Area of the said Apartment/Flat and the manner of calculation thereof;
  - vii) The nature and extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter/Developer;
  - viii) The terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the said Apartment/Flat and the properties appurtenant thereto along with the Car Parking Space, if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the said Apartment/Flat and properties appurtenant thereto;
  - ix) The Specifications as also the measurements, dimensions, designs and drawings;
  - x) The state and condition in which the said Apartment/Flat and properties appurtenant thereto if any are intended to be handed over to the Allottee subject to compliance of each of the stipulated terms to the satisfaction of the Promoter;
  - xi) The Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section – 14 of the Act and the applicable Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify amend, revise, etc., the Plan and to undertake any further and/or additional construction/s at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building and the Promoter shall be further entitled to connect such further and/or additional construction/s with the existing utilities and amenities at the Project/Building including the Common Areas notwithstanding any temporary disruption caused in the use and/or enjoyment of the said Apartment/Flat and the properties appurtenant thereto and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agrees and undertakes not to do, execute or perform or permit



the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the undivided share and the Allottee covenant/s and undertake/s not to object to the same on any ground whatsoever or to claim demand, etc., any compensation, damages, etc.;

- xii) The right of the Promoter to carry out, implement, etc., any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, layout plans and the Common Areas subject to the terms of this Agreement and subject to the compliance with the provisions of Section – 14 of the Act and the applicable Rules thereunder and the Allottee hereby grant/s and accord/s its consent to the same.

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

## 1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para I;

1.2 The Total Price for the Apartment based on the carpet area is **Rs. \_\_\_\_\_/(Rupees\_\_\_\_\_)** only (“Total Price”) as also mentioned in **Part-I** of the **Fifth Schedule** hereunder written, break up whereof is as follows:

Head	Price
(i) Flat/Apartment No. __, Floor __; Tower __, Carpet Area __ Sq. ft.; Built-up Area __ Sq. ft; plus, Car Parking (if any)	Rs. _____/=

(ii) Taxes	Rs. _____/=
<b>Total Price:</b>	Rs. _____/=

Explanation :

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment and the properties appurtenant thereto;

(ii) The Total Price above includes Taxes (Tax component consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes 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;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment and properties appurtenant thereto includes recovery of consideration/ price of land (proportionate share), construction of [not only the Apartment but also] the Common Areas, Common Facilities, internal development charges, external development charges, taxes, electrical and generator charges, cost of installation and upkeep of transformers and generators with HT-LT infrastructure and

cabling and allied equipment, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, drainage, sanitation system, finishing with POP, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, installation of street lights, landscaping of common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1. **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

2. In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession/Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

- i) Legal Documentation Charges of the Advocate, Mayank Kakrania, for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs. 30,000/- (Rupees Thirty Thousand Only) per Unit, out of which Rs. 15,000/- (Rupees Fifteen Thousand Only) shall be paid by the Allottee to the said Advocate at or before the execution hereof and the balance Rs. 15,000/- (Rupees Fifteen Thousand Only) on or before the deemed date of possession/Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier, plus applicable GST;
- ii) Towards formation of Maintenance Company/association of allottees, being Rs. \_\_\_\_/- (Rupees \_\_\_\_\_) only per unit.
- iii) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this Agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses and costs incidental and allied to registration.

The Allottee is fully aware that stamp duty on this Agreement is payable on ad- valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on the part of the Allottee.

3. The Allottee shall deposit and/or keep deposited with the Promoter and/or the Maintenance In-charge the following sums of money against the respective heads herein below mentioned, to remain in deposit with the Promoter and/or the Maintenance In-charge and in the event of any default by the Allottee in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) within the due dates and in the manner mentioned hereunder, the Promoter and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Promoter and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

- i) A sum calculated @ Rs.\_\_\_\_/= ( Rupees \_\_\_\_\_) only per Square foot of the Built-Up Area of the said Unit towards municipal rates and taxes in respect of the said Unit;
- ii) A sum calculated @ Rs.\_\_\_\_/= (Rupees \_\_\_\_\_) only per Square foot of the Built-Up Area of the said Unit towards maintenance deposit (calculated at the rate of maintenance charges for a 3 month period) and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written);
- iii) A sum calculated @ Rs.\_\_\_\_/= (Rupees \_\_\_\_\_) only per Square foot of the Built Up Area of the said Unit towards advance maintenance charges (calculated at the rate of maintenance charges for a 9 month period) and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written);
- iv) A sum calculated @ Rs.\_\_\_\_/= (Rupees \_\_\_\_\_) only per Square foot of the Built Up area of the said Unit towards Sinking Fund;

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

Allottee, which shall only be applicable on subsequent payments. 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.

It is to be noted that the Sinking Fund is a deposit/ fund which shall be used for conducting major repairs, replacements or improvements in the Project/Buildings and/or for any other emergency works in the Project.

1.3 The Allottee(s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").

1.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II of the Third Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. xxii** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) 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.

1.5 The Promoter shall confirm the final carpet area and/or Built-up area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy/completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area and/or Built-up area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area and/or Built-up area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area and/or Built-up area, which is not more than three percent of the carpet area and/or Built-up area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the

next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

(i) The Allottee shall have exclusive ownership of the Apartment;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas of the Project to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the Apartment and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and his apartment, as the case may be, with prior written intimation and appointment.

1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking rights (if any), Balcony/Verandah/Open Terrace/exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment 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 and within the scope of the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, 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.

1.9 The Allottee has paid a sum of **Rs.21,000/=(Rupees Twenty One Thousand)** only (in short "the **Booking Amount**") along with applicable GST as booking amount being part payment towards the total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The said interest rate shall at present be calculated on the basis of the Prime Lending Rate of State Bank of India + 2%, unless further revised by the Appropriate Authority under the Act.

Further it is clarified that all rates/ advances/ charges/ policies mentioned in this Agreement may be subject to further revision/changes at any point hereinafter without obtaining prior approval or giving any prior information to the Allottee or any other person.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of " \_\_\_\_\_ " payable at Kolkata.

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

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

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



The Promoter shall abide by the time schedule for completing the Project towards handing over the Apartment to the Allottee and the common areas to the association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. Provided That nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in Recitals G & N and Definition No. xxii (being the definition of Plan) of the Annexure "A" hereto.

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

**7.1 Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **31<sup>st</sup> March, 2030**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. It is to be noted that the Project shall be deemed to be completed if so certified by the Architects.

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

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants/obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be executed and registered by the Promoter within 3 (three) months from the date of issue of occupancy/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the Project. The Promoter shall handover the copy of the occupancy certificate/completion certificate of the apartment to the Allottee at the time of conveyance of the same.

7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

**7.3 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within 15(fifteen) days from the date of notice of possession of the said flat after fulfilling all his liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Developer to the purchaser to take possession of the said flat irrespective of whether the purchaser takes actual physical possession of the said flat or not, such Allottee shall continue to be liable to pay maintenance charges and all other outgoings whichever be earlier.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach/default by the Allottee, the Allottee shall be liable to pay guarding/holding charges @ Rs. \_\_\_/- (Rupees \_\_\_\_\_) per Square Foot per month of the Built Up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession/ Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

7.3.2 The Allottee also hereby further agrees and confirms that the Allottee shall grant a Power of Attorney in favour of the Promoter, and/or any other person or persons nominated by the Promoter, for the purpose of taking necessary steps towards formation of the association of allottees and for such other related purposes, as the Promoter may deem fit and proper.

**7.4 Possession by the Allottee –** After obtaining the occupancy/completion certificate (as applicable) and handing over physical possession of all the apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall handover the necessary document and plans including common areas, to the association of allottees or the competent authority, as the case may be.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount, with applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

In addition to the Booking Amount with applicable taxes, the Promoter shall be further entitled to deduct cancellation charges in accordance with the provisions of the Act.

Further, if the Allottee cancels/withdraws from the Project without any fault of the Promoter after the execution and registration of these presents, the Allottee shall be further liable to pay Cancellation Charges calculated @ 10% of the Total Consideration Value of the Unit mentioned herein.

## **7.6 Compensation**

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the

manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 days of it becoming due.

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

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

(i) The Promoter has requisite rights to carry out development upon the said Land and is in absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances on the said land.

(iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartments and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in

any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;

(x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the occupancy/completion certificate is issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case maybe;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9 EVENTS OF DEFAULTS AND CONSEQUENCES**

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the

authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

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

(i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 2 months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to sale of the Apartment by the Promoter and the amounts received by the Promoter from the new transferee thereof.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

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

The Promoter on receipt of total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee. The Allottee shall not be entitled to raise any dispute or question regarding the occupancy certificate or the completion certificate, as the case may be, in any manner whatsoever. The Allottee shall, however, be entitled, at his own costs and expenses, to independently enquire about such occupancy certificate or the completion certificate, as the case may be, from the office of the local municipal authority.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be executed and registered by the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. All liabilities



owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred or likely to be suffered or incurred by the Promoter.

The Promoter has agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Apartment for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association/Maintenance Company, the same shall be conveyed in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for the time being in force require the transfer of the Common Areas and Installations to be carried out in favour of the Association/Maintenance Company or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter in favour of the Allottee (i.e., sans the proportionate share in the Common Areas and Installations).

## **11 MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the Project. The Allottee undertakes to make necessary monthly payments of the maintenance charges as and when demanded by the Promoter/ Maintenance In Charge after obtaining the completion certificate / occupancy certificate as the case may be. In the event the Allottees fails to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amounts from the Maintenance Deposit/ Sinking Fund.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments/Units shall be bound and obliged to comply with the same.

## **12 DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality

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

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

Defect, if any, found in the materials within the warranty period, the Promoter shall replace the same with materials of same value or make, whichever is available in the market at the given point of time. No compensation shall be paid to any Allottee and no extra work shall be carried out by the Promoter. The Allottee shall be solely responsible for the fittings in their respective flats/apartments after possession is handed over and the Promoter shall thereafter not be held responsible and/or liable for the quality of the materials.

The Promoter shall, however, not in any manner be responsible and/or liable to undertake repair or rectify malfunction of any electrical equipment, including, but not limited to lift, STP, WTP, Transformer, CCTV which shall be subject to and be guided by the third party's own policy (AMC) with the Promoter and the Supplier Company/Utility Provider shall be liable to change, rectify, or repair the items as per the terms agreed upon with the Promoter and the Allottee shall not be entitled to raise any dispute with regard to the same.

The Promoter shall also not in any manner be responsible and/or liable to repair any damage that may be caused to the flat/apartment or the common wall of the flat/apartment of the Allottee with any neighbour of the Allottee.

### **13 RIGHT OF ALLOTTEE TO USE COMMON AREA AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that

his/her right to use the Common Area shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

#### **14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

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

#### **15 USAGE**

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

#### **16 COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. In the event of failure on the part of the Allottee to adhere to any of the above, the Allottee shall be liable to pay to the Promoter penalty @ Rs. \_\_\_/- (Rupees \_\_\_\_\_) per Square Foot of the Built Up area of the said Unit.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

## **18 ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act and save to the extent specifically mentioned in this Agreement.

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

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

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance/transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with the intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

**20 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

**21 BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt

by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

## **22 ENTIRE AGREEMENT**

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

## **23 RIGHT TO AMEND**

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

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

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

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

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

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

thereafter to enforce each and every provision.

## **26 SEVERABILITY**

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

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

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

## **28 FURTHER ASSURANCES**

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

## **29 PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its Authorized Signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Registrar/Additional

Registrar as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

### **30 NOTICES**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

### **31 JOINT ALLOTTEES**

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

### **32 GOVERNING LAW:**

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

### **33 DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled in accordance with the Act and Rules.

### **34 DISCLAIMER**

All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/ or inconsistent with the terms and



conditions hereinbefore contained and/or of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the West Bengal Real Estate (Regulation and Development), Rules, 2021 and the Regulations made thereunder."

### **35 SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Apartment or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for sale or under the Act or the rules or the regulations made thereunder.

### **36 RESTRICTIONS ON ALIENATION:**

36.1 Before taking actual physical possession of the said Unit in terms of this Agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a nomination fee/charge calculated @ 2% of the Total Consideration amount of the said Unit or such other fee/charge as may be decided and/or made applicable from time to time by the Promoter in their absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) The Promoter shall consent to such nomination transfer or alienation only upon being paid the fee/charge as aforesaid;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the

full particulars of such nominee/transferee;

iv) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.

36.2 It is clarified that any change in Allottee's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination/assignment/transfer and be subject to the above conditions.

36.3 Transfer of the said Apartment after the Promoter has executed/caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

### **37 OTHER PROVISIONS:**

37.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the Said Premises or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the said Building or the said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction of the Said Project and/or transferring and disposing of the other units in the Said Premises or the said Premises then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter.

37.2 The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said Unit so long the Allottee has not paid, in full, the consideration and other amounts and deposits agreed to be paid herein or is in default in performing any of his obligations and covenants herein contained.

37.3 Save the said Unit, the Allottee shall have no nor shall claim any right whatsoever

or howsoever over and in respect of the other flats/apartments/units and spaces or servant's quarters/store-rooms or constructed areas or parking spaces at the said Premises or the Buildings thereat.

37.4 The Allottee shall within 3 (three) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the concerned authorities. In case of and in the event, the Allottee fails and/or neglects to obtain mutation of the said Unit in his own name within the said period, the deposit kept by the Allottee with the Promoter on account of the municipal rates and taxes, shall be forfeited.

37.5 The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.

37.6 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

37.7 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owner and/or owners of adjoining properties on such terms as be agreed by and between the Promoter and the owner of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the **"Enlarged Property Under Development"**) shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land/development and the Allottee shall not be entitled to raise any objection or dispute

(notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

37.8 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign/signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings/Blocks or any of them or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;

37.9 The Allottee shall have no connection whatsoever with the allottees/buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

37.10 The properties and rights hereby agreed to be sold to the Allottees and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

37.11 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Buildings as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Allottee proportionately or wholly as the case may be within 7 (seven) days of a demand being made by the Promoter without raising any objection thereto.

37.12 The Promoter may create mortgage and/or charge on the said Premises and shall

be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance/transfer in terms hereof, the Promoter, as applicable, assures to have the said Unit released from any such mortgage and/or charge with the intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

37.13 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognized banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at his own costs be obliged to bring/obtain the requisite NOC from the concerned financing Bank/Financial Institution/Lender.

37.14 As soon as the said buildings are constructed, the Maintenance In-charge shall insure the same at the said premises with any general insurance company and obtain insurance policy covering the liability of any loss or death caused by any defect on the part of the Promoter in the land and Buildings. Such policy shall cover the risks extending not less than 90% of the estimated value of only the said Buildings (and not the land) and cover for five years from the date of possession of the last of the units in the said Buildings. The Maintenance Company, upon its formation, shall be named as beneficiary by the Promoter under such policy of insurance, to which the Allottee hereby expressly consents.

37.15 In case upon completion of construction of the said Unit the Built Up Area thereof varies then the amounts payable hereunder by the Allottee to the Promoter towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the Built Up Area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately.

37.16 The Allottee is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives his irrevocable consent for the Promoter to apply for and obtain such

new/revised/amended environmental clearance certificate. No separate and further consent shall be required to be obtained by the Promoter from the Allottee.

37.17 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Allottee acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoter or its agents, servants or employees other than what is specifically set forth herein.

37.18 Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be construed as waiver of any breach or non-compliance by the Allottee nor shall the same in any way or manner prejudice the rights to the Promoter.

37.19 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, along with the other allottees of the Project, also be bound and obliged, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, for submitting to the provisions of West Bengal Apartment Ownership Act, 1972 and vesting/transfer of the title/interest in respect of the Common Areas and Installations, proportionate share whereof is held by the Allottee herein, in favour of the Association/Maintenance Company as may be formed. The Allottee and the other allottees shall keep the Vendors/Owners fully indemnified with regard to the aforesaid provisions.

37.20 The Project/ Building/s at the said Premises shall bear the name “**PRUDENT ANTARA**” unless changed by the Promoter from time to time in its absolute discretion.

37.21 Additional Terms on Defect Liability:

The Clause 12 hereinabove mentioned shall be subject to the conditions that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are any changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the said apartment/ flat, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

- ii) If there are any changes, modifications or alteration in electrical lines and wirings after the possession is handed over to the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows, or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the said Apartment/Flat and properties appurtenant thereto, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment/Flat by making any changes in the Apartment/Flat, then any defect like damp, hair line cracks, breakage in floor tiles, or other defects arising as a direct/indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and are required to be repaired from time to time;
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which the same is required to be maintained;
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment/Flat going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof;
- viii) Any defect due to force majeure;
- ix) Regular wear and tear;
- x) If the Architect certifies that such defects are not manufacturing/construction defects or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment/ Flat alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in Clause 12 hereinabove.

37.22 It is hereby agreed that the allottee and the Association of Apartment Owners/Allottees as and when it is formed in the Project shall at all times, upon prior intimation and/ or

information, permit and allow the Rajpur Sonarpur Municipality the right to ingress and egress with men, materials and/or equipments from the main entrance of the Project for the purpose of maintenance, cleaning and carrying out general repairs of the Municipal Water Pumping Station built and maintained by the said Municipality adjacent to the Project. The entrance of the said Municipal Water Pumping Station will be located in the South-Eastern part of the Project. It is however clarified that the Rajpur Sonarpur Municipality will only have the right to access such Municipal Water Pumping Station and no right, title or interest in any manner whatsoever has been/ will be created in favour of the Rajpur Sonarpur Municipality in respect of any part, portion or area of the said Project or any other facilities/ amenities therein.

37.23 The paragraph headings do not form a part of the Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

37.24 In case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs. \_\_\_/- (Rupees \_\_\_\_\_) per Square Foot per month of the Built-up Area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

37.25 The Allottee also hereby further agrees and confirms that the Allottee shall grant a Power of Attorney in favour of the Promoter and/or any other person/s nominated by the Promoter, for the purpose of taking necessary steps towards the formation of the Association of Allottees and for such other related purposes, as the Promoter may deem fit and proper. In case, the Allottee does not grant the said Power of Attorney to the Promoter or its nominee(s) and/or does not cooperate and/or intentionally or otherwise hinders or hampers the process of formation of Association of Allottees, the Allottee shall be liable to pay penal charges @ Rs. \_\_\_/- (Rupees \_\_\_\_\_), per Square Foot of the Built-up Area of the said Unit.

37.26 In case due to any reason whatsoever, the formation of the Association of Allottees becomes unfeasible or not practicable or impossible or till the expiry of a period of 12 (twelve) months from the date of obtaining Completion / Occupancy Certificate with respect to the Housing Complex, then the Promoter may in its absolute discretion be entitled to handover the maintenance charge and responsibilities to any ad hoc committee of the Allottees/ Residents in the Housing Complex or to award the job of managing and maintaining the Housing Complex to any third person or party / body corporate under any contract or agreement or otherwise and on such terms and conditions as the Promoter may agree with such person or party and the Allottee shall abide by and honour the same and the same is and shall be deemed to be a



covenant running with the land.

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

**SIGNED SEALD AND DELIVERED  
BY THE WITHIN NAMED OWNERS:**

**SIGNED SEALD AND DELIVERED  
BY THE WITHIN NAMED PROMOTER:**

**SIGNED AND DELIVERED BY  
THE WITHIN NAMED ALLOTTEE:**

**WITNESSES TO ALL THE ABOVE:**

1.

2.

Drafted by:

Mayank Kakrania  
Advocate, High Court, Calcutta,  
10, Old Post Office Street,  
Right Wing, 1<sup>st</sup> Floor, Room No.  
34A,  
Kolkata – 700 001.  
Enrolment No. WB/1287A/99

**SCHEDULES**  
**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(said Premises)**

**ALL THAT** the piece or parcel of land containing an area of 13 (thirteen) decimals equivalent to 7 (seven) cottahs 13 (thirteen) chittacks and 38 (thirty eight) sq. ft., be the same a little more or less in R. S. Dag No. 1180, L. R. Dag No. 1752, L. R. Khatian Nos.

4482, 4585, 4586, 4587, 4595, 4596, 4597, 4598, 4599, 4600, 4601, 4602, 4603, 4604, 4605, 4730, 4731, 4732 and 4733, the nature of land being Bastu, Mouza – Sripur Bagherghole, J. L. No. 59, Police Station Sonarpur, Additional District Sub Registrar Sonarpur, District Sub-Registrar - Alipore South-24 Parganas, and another piece or parcel of land containing an area of 212 (two hundred and twelve) decimals equivalent to 6 (six) bighas, 8 (eight) cottahs, 4 (four) chittacks and 7.2 (seven point two) sq. ft., be the same a little more or less TOGETHER WITH the existing buildings, sheds and structures thereon, comprised in and being the divided and demarcated parts or portions of R. S. and L. R. Dag Nos. 1627 (P) (8.0 decimals), 1629 (3.0 decimals), 1630 (16.0 decimals), 1631 (13.0 decimals), 1632 (12.0 decimals), 1633 (7.0 decimals), 1634 (4.0 decimals), 1635 (4.0 decimals), 1636 (6.0 decimals), 1638 (P) (25.0 decimals), 1639 (23.0 decimals), 2299 (6.0 decimals), 2311 (7.0 decimals), 2312 (8.0 decimals), 2313 (8.0 decimals), 2314 (14.0 decimals), 2315 (6.0 decimals), 2316 (5.0 decimals), 2317 (26.0 decimals), 2319 (8.0 decimals) and 2320 (3.0 decimals), under L. R. Khatian Nos. 9609, 9506, 9505, 9504, 9503, 9502, 9501, 9500, 9499, 9498, 9497, 9496, 9495, 9483, 9482, 9481, 9480, 9479, 9478, 9477, 9476, 9475, 9474, 9473, 9438, 9437, 9436, 9435, 9434, 9431, 9418, 9414, 9413, 9412, 9411, 9410, 9397, 9227, 9226, 6718, 6701, 6700, 6699, 6698, 6697, 6696, 6695, 6694, 6693, 6692, 6691, 6690, 6689, 6675 and 6674, the nature of land being Bastu in Mouza – Bonhooghly, J. L. No. 65, Police Station – Sonarpur, altogether admeasuring about **225 Decimals** being collectively the Municipal Holding No. 528, Sripur Bagherkhol (A), within Ward No. 33 of Rajpur Sonarpur Municipality, District 24 Parganas (South), Police Station – Sonarpur (now Narendrapur) Kolkata – 700 151, and butted and bounded in the manner following that is to say:

- ON THE NORTH** : By Mouza – Sripur Bagherghole and R.S. Dag No. 1178;  
**ON THE EAST** : By Boral Main Road;  
**ON THE WEST** : By R.S. and L.R. Dag Nos. 2310 & 2311; and  
**ON THE SOUTH** : By R.S. and L.R. Dag Nos. 2321, 2322, 2323, 2300 & 2302

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(UNIT)**

**All That the Residential Flat/Apartment bearing No. \_\_\_ containing a Carpet Area of \_\_\_ Square Feet [Built-up Area whereof being \_\_\_ Square Feet (inclusive of the area of the**

balcony(ies) / verandah(s) being \_\_\_ Square Feet) more or less on the \_\_\_ floor of the Tower \_\_\_ at the said Premises and described in the First Schedule hereinabove written and shown in the Plan annexed hereto, duly bordered thereon in "Red".

**With** the right to park 1 (One) Motor Car in the parking spaces on the \_\_\_\_\_ Floor of one of the Buildings, the exact location of which is to be identified by the Promoter on or before the Deemed Date of Possession.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

#### **PART-I**

#### **(Common Areas and Installations)**

1. Land comprised in the said Premises.
2. Entrance and exit gates of the premises.
3. Paths passages driveways and open spaces in the building/premises other than those intended to be reserved for parking of motor cars marked by the Promoter for use of any Unit/Promoter.
4. Entrance lobbies.
5. Staircase including landing on all the floors.
6. Lifts.
7. Ultimate roof/s of the Building/s.
8. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump during power failure and generator room in the ground floor of the building complex.
9. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and separate electric meter/s and meter room in the ground floor.
10. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different units.
11. Underground water reservoir for domestic water with a pull on pumps installed thereat.
12. Waste water and sewerage evacuation pipes from the Units to drains and sewers to the municipal drain.
13. Room for darwan/security guard, space for services in the building.
14. Community Hall, Gym Room, Games Room, Swimming Pool, natural pond, Indoor Kids' Play Area, EV car charging provisions and stations (if applicable as per law).
15. Boundary walls.
16. Fire-fighting system/control room.

**PART-II****(Specifications of construction of the Said Unit)**

<b>Walls</b>	Clay/Fly ash Brick or AAC Blocks, or any other brick/ block as may be advised by the Architect
<b>Wall Finish</b>	Interior – Plaster of Paris/Putty/Gypsum Plaster: Exterior– Combination of good quality cement/textured paints
<b>Flooring and Dado</b>	1) Vitrified Tiles in all bedrooms, Living/Dining, Kitchen/Pantry, Balcony 2) Toilet flooring to be made with anti-skid Ceramic Tiles
<b>Kitchen</b>	1) Kitchen platform to be made of Granite 2) Dado of Ceramic Tiles up to a height of two feet from the platform 3) Stainless Steel Sink
<b>Toilet</b>	1) Standard ceramic tiles on the wall up to lintel Height 2) Reputed brands of good quality sanitary ware and CP fittings. 3) Concealed plumbing and pipe work. 4) Provision for Geyser
<b>Doors</b>	1) Door frame made of timber or any engineered material. 2) Flush Solid core 3) Lock of stainless steel/ brass
<b>Windows</b>	Fully glazed aluminum windows
<b>Electricals</b>	1) Provision for adequate light points 2) Modular Switches 3) Provision for TV and Telephone lines in all Bedrooms and Living/Dining
<b>Common Lighting</b>	Overhead illumination for compound and street-lighting inside the complex
<b>Wiring</b>	Concealed copper wiring for electricity, telephone and Television
<b>Air Conditioning</b>	Provision for air conditioning in all bedrooms
<b>Amenities</b>	1) Two elevators per Block 2) Firefighting equipment and extinguishers as required by law
<b>Generator</b>	500 watts of backup power for every 2 BHK apartment 750 wattsofbackuppowerforevery3BHKapartment 1000 watts of backup power for every 4 BHK apartment

<b>Grill</b>	Iron grills to be installed from inside the windows at extra cost(mandatory)
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**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association/Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings, and in particular the top roof only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipment and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Land Revenue, Khajana, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Buildings and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common

Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.

10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**PART-I**

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

Head	Price
(i) Flat/Apartment No. __, Floor__ ;Tower __, Carpet Area __ Sq. ft.; Built-up Area __ Sq. ft; plus, Car Parking (if any)	Rs. _____/=
(ii) Taxes	Rs. _____/=
<b>Total Price:</b>	<b>Rs. _____/=</b>

(Rupees \_\_\_\_\_) only

**PART-II**

**(Installments / Payment Plan)**

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques/ Pay Orders/ Demand Drafts drawn in the name of “\_\_\_\_\_” or by online payment (as applicable) as follows:

**PAYMENTSCHEDULE:**

Particulars	Box Price	Legal
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Booking Amount	Initial Token Amount of Rs. 21,000/- + GST as applicable	0%
Within 30 days of Booking	5% of the Consideration + GST as applicable	0%
Within 60 days of Booking (On Agreement)	5% of the Consideration + GST as applicable	50%
On commencement of Piling of Block Booked	5% of the Consideration + GST as applicable	0%
On completion of Piling of the Block Booked	5% of the Consideration + GST as applicable	0%
On completion of First Floor Casting of the Block Booked	8% of the Consideration + GST as applicable	0%
On completion of Third Floor Casting of the Block Booked	8% of the Consideration + GST as applicable	0%
On completion of Fifth Floor Casting of the Block Booked	8% of the Consideration + GST as applicable	0%
On completion of Seventh Floor Casting of the Block Booked	8% of the Consideration + GST as applicable	0%
On completion of Ninth Floor Casting of the Block Booked	8% of the Consideration + GST as applicable	0%
On completion of Eleventh Floor Casting of the Block Booked	8% of the Consideration + GST as applicable	0%
On completion of Roof Casting of the Block Booked	8% of the Consideration + GST as applicable	0%
On completion of Brickwork of the Flat Booked	7% of the Consideration + GST as applicable	0%

On completion of Flooring of the Flat Booked	7% of the Consideration + GST as applicable	0%
On Possession of the Unit	10% of the Consideration + GST as applicable	50%

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Devolution of Title)**

**Annexure "A"**

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- (i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016.
- (ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- (iii) **REGULATIONS** shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- iv) **SECTION** shall mean a section of the Act.
- v) **SAID PREMISES** shall mean the **All That** the piece or parcel of land containing an area of 13 (thirteen) decimals equivalent to 7 (seven) cottahs 13 (thirteen) chittacks and 38 (thirty eight) sq. ft., be the same a little more or less in R. S. Dag No. 1180, L. R. Dag No. 1752, L. R. Khatian Nos. 4482, 4585, 4586, 4587, 4595, 4596, 4597, 4598, 4599, 4600, 4601, 4602, 4603, 4604, 4605, 4730, 4731, 4732 and 4733, the nature of land being Bastu, Mouza – Sripur Bagherghole, J. L. No. 59, Police Station Sonarpur, Additional District Sub Registrar Sonarpur, District Sub-Registrar - Alipore South-24 Parganas, and another piece or parcel of land containing an area of 212 (two hundred and twelve) decimals equivalent to 6 (six) bighas, 8 (eight) cottahs, 4 (four) chittacks and 7.2 (seven point two) sq. ft., be the same a little more or less TOGETHER WITH the existing buildings, sheds and structures thereon, comprised in and being the divided and demarcated



parts or portions of R. S. and L. R. Dag Nos. 1627 (P) (8.0 decimals), 1629 (3.0 decimals), 1630 (16.0 decimals), 1631 (13.0 decimals), 1632 (12.0 decimals), 1633 (7.0 decimals), 1634 (4.0 decimals), 1635 (4.0 decimals), 1636 (6.0 decimals), 1638 (P) (25.0 decimals), 1639 (23.0 decimals), 2299 (6.0 decimals), 2311 (7.0 decimals), 2312 (8.0 decimals), 2313 (8.0 decimals), 2314 (14.0 decimals), 2315 (6.0 decimals), 2316 (5.0 decimals), 2317 (26.0 decimals), 2319 (8.0 decimals) and 2320 (3.0 decimals), under L. R. Khatian Nos. 9609, 9506, 9505, 9504, 9503, 9502, 9501, 9500, 9499, 9498, 9497, 9496, 9495, 9483, 9482, 9481, 9480, 9479, 9478, 9477, 9476, 9475, 9474, 9473, 9438, 9437, 9436, 9435, 9434, 9431, 9418, 9414, 9413, 9412, 9411, 9410, 9397, 9227, 9226, 6718, 6701, 6700, 6699, 6698, 6697, 6696, 6695, 6694, 6693, 6692, 6691, 6690, 6689, 6675 and 6674, the nature of land being Bastu, Mouza – Bonhooghly, J. L. No. 65, Police Station – Sonarpur, altogether admeasuring about **225 Decimals** being collectively the Municipal Holding No. 528, Sripur Bagherkhol (A), within Ward No. 33 of Rajpur Sonarpur Municipality, District 24 Parganas (South), Police Station – Sonarpur (now Narendrapur) Kolkata – 700 151, more fully and particularly mentioned and described in the **FIRST SCHEDULE**. It is agreed and clarified that in case the Promoter acquires development rights to any more adjoining lands, then the said Premises will include the same as well, to which the Allottee/Purchaser hereby consents.

- vi) **PROJECT/BUILDING/S AND/OR NEW BUILDING/SAND / OR HOUSING COMPLEX** shall mean the New Residential Building/ Project/ Housing Complex named “**PRUDENT ANTARA**” planned and being constructed by the Promoter at the said Premises, consisting of **Three Blocks/Buildings/Towers** of ground plus twelve floors each at the said Premises, (hereinafter referred to as the “**BLOCKS / TOWERS**”), containing several independent and self-contained flats, dwelling houses, parking spaces and other constructed areas.
- vii) **ALLOTTEES/UNIT-HOLDERS** according to the context shall mean the persons who for the time being have purchased or agreed to purchase from the Promoter any Unit in the Building and have taken possession thereof (including the Promoter for those Units and other constructed spaces not alienated by it and/or reserved and/or retained by it for its own exclusive use).
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and

facilities in the Housing Complex expressed or intended by the Promoter for the common use and enjoyment by the occupants of the Housing Complex such as paths, passages, driveways, staircases of the Blocks along with their full and half landings with respective stair covers on the ultimate roofs, entrance and exit gates of the said Premises, entrance cum Reception in the ground floor of the Blocks, lifts along with lift shafts and the lobby in front of them and lift machine rooms, water supply system, water waste and sewerage evacuation pipes from the units to drains and sewers common to the Housing Complex, and shall include the Facilities mentioned and specified in the **PART-I** of the **THIRD SCHEDULE**.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex and/or the said Premises and/or the Blocks which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations.

**It is further clarified that** the development of the said Project having been undertaken by the Promoter in Phases, not all of the Common Areas and Installations may be available for use by the co-owners/ allottees of units in the buildings/ Blocks at the said Premises till such time the development of all the phases are completed, and only thereafter shall all the Common Areas and Installations be available for use by the co-owners/allottees of units in common with each other, which fact the Allottee / Purchaser is aware of and hereby acknowledges.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be contributed and shared by the Allottees.
  
- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining up keeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders/Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial

use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- xi) **UNITS** shall mean the independent and self-contained flats/apartments/ saleable spaces and/or other constructed areas (capable of being independently and exclusively held, used, occupied and enjoyed by any person) in the Buildings at the said premises **And** wherever the context so permits or intends shall include the servant's quarter/store room and/or Parking Space/s and/or exclusive right to use of roof/s/ terrace/s and/or exclusive right to use of gardens/greens and/or other properties benefits and rights, if any, attached to the respective flats/ apartments and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
- xii) **PARKING SPACES** shall mean parking spaces in or portions of the Buildings/Blocks at the ground level of the premises or the First Floor of Tower –1 & 2 as the case may be as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean only the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack car parking, then Allottees of both the stack parkings shall allow each other to park his/her/its motor car and for that shall do all acts as be necessary (including to remove/shift his/her motor car from time to time as may be required).
- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat/Apartment, excluding the area covered by external walls, areas under service shafts(if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat/Apartment.
- xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Buildings (including the area of the balconies/terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).

- xv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean **a)** insofar as the Allottee's proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Allottee's Apartment/Flat is situated is concerned, the same shall be in the proportion in which the Built up area of the Allottee's Flat may bear to the Built up area of all the Apartments/Flats in the Block in which the Allottee's Apartment/Flat is situated; and **b)** insofar as the Allottee's share in the Common Expenses is concerned, the same shall be in the proportion in which the Built up Area of the Allottee's Apartment/Flat may bear to the Built up area of all the Apartments/Flats in the Housing Complex; **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);
- xvi) **SAID UNIT** shall mean the Residential Flat No. \_\_\_ on the \_\_\_ **Floor** of the **Tower** \_\_\_ of the Buildings to be constructed at the said premises more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with specifications to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** to these presents **and wherever the context so permits** shall include the servant's quarter/store room if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the Allottee's proportionate undivided indivisible impartible variable share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motorcar/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green/garden attached to the said Flat if so specifically and as expressly mentioned and

described in the within stated **SECOND SCHEDULE**.

- xvii) **MAINTENANCE COMPANY/ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 2013 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCEIN-CHARGE** shall mean a Company, Association of Allottees/ Purchasers, Ad hoc Committee, or any Syndicate, or Registered Society that may be formed by the Promoter upon completion of the Housing Complex for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter in its absolute discretion.
- xix) **DEEMED DATE OF POSSESSION/DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the clause 7 herein before or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xx) **ARCHITECTS** shall mean M/S. INNATE of 26/2, Ballygunge Circular Road, 3<sup>rd</sup>Floor, Kolkata – 700019 or such other Architects as may be appointed by the Promoter from time to time for the Buildings;
- xxi) **ADVOCATE** shall mean Mayank Kakrania, Advocate, of No. 10, Old Post Office Street, Right Wing, 1<sup>st</sup>Floor, Room No. 34A, Kolkata - 700 001 appointed for the said Project at the said Premises;
- xxii) **PLAN** shall mean the plan for the time being sanctioned by the Rajpur Sonarpur Municipality vide Sanction No. \_\_\_\_ dated \_\_\_\_ for construction of the Buildings at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned

authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents.

- xxiii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxiv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly, words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxv) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors successors and administrators;
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
  - (d) In case the Allottee be a company, then its successors, successors in office, successors in interest.

### **Annexure "B"**

#### **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

1. As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
  - (a) To co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) To observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case maybe;

- (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In- charge thereabout **Provided That** in case of emergencies/exigencies, no such notice shall be required to be given;
- (d) to use their respective flats/apartments (and servant's quarter, if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.);
- (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of motorcars.
- (f) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (i) Not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat/unit.
- (k) Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or

may cause any increase in the premia payable in respect thereof.

- (l) Not to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Buildings or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Buildings nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Buildings.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking right or the servant quarter/store room, if any agreed to be allotted and/or granted to them independent of the flats/apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats/apartments/commercial spaces to any other Allottee of flat in the Buildings and none else.
- (q) In case any Open Terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
  - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the flat owned by such



- Allottee in the said buildings);
- ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
- (r) In the event any Allottee has been allotted any right of parking motor car or other vehicle within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of his own motor car and for no other purpose whatsoever save the exclusive right to park one motor car thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls/barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
  - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said buildings and the said premises.
  - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
  - (vii) The Allottee shall not raise any objection with regard to the allotment of car parking space/right to park to either the Promoter or any other resident.
  - (viii) The Promoter and/or the Maintenance Company shall, under no

circumstances whatsoever, be held responsible and/or liable for any loss or damage that may be caused to any vehicle/car of any Allottee.

- (s) In the event any Allottee has been allotted any servant's quarter/store room, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such servant's quarter/store room only for the purpose of residence of his servant or storage, as applicable, and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter/store room or allow or permit any one to use such servant's quarter/ store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter/store room, independent of his Unit;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters/storeroom.
  - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter/store room and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance Company with regard thereto.
- (t) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (u) not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (v) not be entitled to nor permitted to make any structural changes/modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water,

electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.

- (y) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Rajpur Sonarpur Municipality, Kolkata Metropolitan Development Authority, CESC Limited and/or the WBSEB Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible there for and to pay all costs and expenses there for wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- (z) to apply for and obtain at their own costs separate apportionment/assessment and mutation of their respective units, within 90 (Ninety) days from the date of notice of possession or registration of Deed of Conveyance whichever is earlier, in the records of the Rajpur Sonarpur Municipality.
- (aa) not to fix or install air conditioners in their respective flats/apartments save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at

any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to pay to the Promoter penalty charges of a sum calculated @ Rs.\_\_\_\_/= (Rupees \_\_\_\_\_) only per sq. ft., of the Built Up area of such Allottee's flat and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats/apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective flats/apartments. All the network cabling and extra cabling works such as AC pipeline, satellite box, internet connection shall go only through the designated routes in the respective flats/apartments.

(bb) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the buildings and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @ Rs.\_\_\_\_/=(Rupees \_\_\_\_\_) only per sq. ft. of the Built Up area of such Allottee's flat. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.

(cc) not to make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty/charges of a sum calculated @ Rs.\_\_\_\_/= (Rupees \_\_\_\_\_) only per sq. ft., of the Built Up area of the concerned flat.

(dd) to bear and pay and discharge exclusively the following expenses and outgoings:-

- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Rajpur Sonarpur Municipality Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Rajpur Sonarpur Municipality proportionate share of all such rates and taxes assessed on the Premises or pay the same to Promoter, as be intimated by the Promoter from time to time;
- ii) All other taxes land revenue impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Buildings or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings or the said Premises as a whole.
- iii) Electricity charges for electricity consumed in or relating to their respective units and until separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited and/or the WBSEB Limited.
- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case maybe.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** to these presents) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs.5.50/- (Rupees Five and Fifty Paise) only per square foot per month of the Built Up Area of their

respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd. and/or the WBSEB Limited from its consumers for the delay payment of its bills).

(ee) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.

3. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, or in case of any breach by any Allottee such as security lapses, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
- (ii) to demand and directly realise rent and/or other amounts becoming payable

to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;

(iii) to display the name of the Allottee as a defaulter on the notice board of the Building/s.

- 4. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts, or in case of any breach by any Allottee such as security lapses, and as a result there be disconnection/discontinuity of services etc., then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

DATED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 2024

BETWEEN

ASWINI SALES PVT LTD& OTHERS  
...OWNERS

AND

KHAITAN CONSTRUCTION LLP  
...PROMOTER

AND

.....

....ALLOTTEE

AGREEMENT FOR SALE

(Unit No. \_\_\_ on the \_\_\_ Floor in the Tower \_\_\_  
of the Project "PRUDENT ANTARA")

MAYANK KAKRANIA

Advocate

10, Old Post Office Street, Right Wing,

1<sup>st</sup> Floor, Room No. 34A,

Kolkata - 700 001