

## **AGREEMENT FOR SALE**

**This Agreement for Sale (Agreement)** executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (Month), 2025 (Year).

### **By and Between**

**1 PROMOTER:**

**1.1 SHITIJ REAL ESTATES LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2nd Floor Alom House, 7B Dr Harendra Coomer Mukherjee Sarani, Post Office Middleton Row, Police Station Shakespeare Sarani, Kolkata-700071 having LLPIN:AAI-8275 and PAN: ADIFS8217Q, represented by its Authorized Representative Mr. \_\_\_\_\_, son of \_\_\_\_\_ having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ and Post Office \_\_\_\_\_, Kolkata - \_\_\_\_\_ hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

### **AND**

**2. ALLOTTEE:**

[If the Allottee is a company]

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

*[OR]*

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at\_\_\_\_\_, (PAN\_), represented by its authorized partner,\_\_\_\_\_, (Aadhar no.\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

*[OR]*

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_, (PAN \_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

*[OR]*

[If the Allottee is a HUF]

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

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

**AND**

**2 OWNER:**

2.1 **CHOWDHURYS' ESTATES PRIVATE LIMITED**, an existing company within the meaning of the Companies Act, 2013 having its registered office at 55, Chowinghee Road, Police Station – Shakespeare Sarani, Post Office – Middleton Row, Kolkata-700071 represented by its Director/Authorized Representative Mr. \_\_\_\_\_, son of \_\_\_\_\_ having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ and Post Office \_\_\_\_\_, Kolkata - \_\_\_\_\_ hereinafter referred to as "the Owner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

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

**WHEREAS:**

- A. The Owner is the sole and absolute owner of **All That** piece or parcel of land containing a land area of 3(three) Bighas 15 (fifteen) Cottahs 5(five) Chittacks 6 (six) Square feet more or less situate lying at and being Premises No. 11/1 Pandit Rabisankar Sarani (formerly 11/1 Burdwan Road), Kolkata-700027 under Police Station Alipore in the District of South 24 Parganas described in **PART-I** of **Schedule A** (hereinafter referred to as "the **Project Land**"). The particulars of the sale deed whereby the Owner purchased the Project Land and other facts of devolution of title in respect of the Project Land are mentioned in **Part-VII** of **Schedule A** hereto.
- A1. The Promoter is the developer appointed by the Owner in respect of development of the Project Land under Development Agreement dated 24<sup>th</sup> May 2022 particulars whereof are mentioned in **Part-VII** of the **Schedule A**.
- B. The Project Land is earmarked for the purpose of building a primarily residential project comprising, for the time being, of buildings having, inter alia, two blocks out of which one block namely Block **A** having Basement plus Ground plus seven upper floors containing residential units from first floor level and another block namely Block **B** having Basement plus Ground plus seven upper floors containing residential units from first floor level (hereinafter referred to as "the **Buildings**") as per plans sanctioned by the Kolkata Municipal Corporation vide plan No. **B.P. No. 2024090043** dated **18/09/2024** (hereinafter referred to as "the **sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto) (the Project Land with the Buildings to be constructed thereon is hereinafter referred to as "the **Project**"). The Project shall be known as '**EMPYREAN**'.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter as the developer regarding the Project Land on which Project is to be constructed have been completed.
- D. The intimation for the commencement of construction of works relating to the Project has been submitted on 28<sup>th</sup> October 2024 by the Promoter to the Kolkata Municipal Corporation.
- E. The Promoter has obtained the said sanctioned plans and obtained other necessary approvals, if any, for the Project. The Developer has, under the said Development Agreement, exclusive rights to conduct the marketing and booking for Transfer of the entire Units and other transferable spaces and rights in the Project in accordance with the conditions mentioned in the Development Agreement including in particular that all Agreements for Sale shall be signed on behalf of the Owner by the Owner's Authorised Director only. The Promoter shall receive the price and other amounts in respect thereof and the share of the Owner in such amounts shall be paid to them in

terms of the Development Agreement. The Promoter agrees and undertakes that except as contained in clause I and elsewhere in this agreement, it shall not make any changes to the layout plans, if any, except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**Act**") and/or other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata under Registration No. \_\_\_\_\_ dated \_\_\_\_\_.

G. The Allottee applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted in the Block No. \_\_\_\_\_ (hereinafter referred to as "the **Designated Block**") one apartment being Unit No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet more or less, on a portion of the \_\_\_\_\_ floor thereof (hereinafter referred to as "the **Unit**") along with Parking Facility for 1 motor car to be used by the Allottee as permissible under the applicable laws (hereinafter referred to as "**Parking Facility**"), Together With pro rata share in the common areas as mentioned in **PART-IV** of **SCHEDULE A** hereto and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). (The Unit, the Parking Facility, if any and the pro rata share of the Common Areas are hereinafter collectively referred to as the "**Designated Apartment**" and the Unit and the Parking Facility are more particularly described in **PART-II** and **PART-III** respectively of **SCHEDULE A** hereto and the floor plan of the Unit is annexed hereto and marked as **Schedule B**).

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

I. Additional disclosures made/details provided by the Promoter to the Allottee:

- a. The area of the Project Land as stipulated in Part-I of Schedule A has been arrived upon excluding the areas gifted as stated in **PART-VII** of the **Schedule A**.
- b. The Owner and the Promoter shall be entitled to utilize any additional FAR or constructed area as may be permissible in respect of the Project Land by construction of additional floors or stories on the building to be constructed at the Project Land at any time before or after completion of construction of the building at the Project Land and such right is being hereby excluded and reserved unto the Owner and the Promoter. The Allottee accepts any consequential variation in the shares in land attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.

- c. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space against parking maintenance charges payable by such allottee.
- d. The Promoter shall be entitled to make such additions and/or alterations and/or modifications in the sanctioned plans as may be required by the authorities for the purpose of grant/renewal/modification of consent/approval from such authorities.
- e. The other disclosures, details and additional terms are mentioned at several places in the Agreement including but not limited to clause 11 and its sub-clauses hereto and in the Schedules hereto and are agreed between the Parties hereto.
- f. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and at other places in the Agreement and in Schedules hereto and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the disclosures, details or terms affect the execution of the Project which is a building complex with its own Common Areas and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter his express consent as required under Section 14 of the Act and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the disclosures, details and additional/connected terms.

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

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment as specified in clause G.

**II. 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 Designated Apartment as specified in clause G.

1.2 The total price (excluding Goods & Service Tax) for the Designated Apartment based on the carpet area of the Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) hereinafter referred to as "the **Unit Price**". In addition thereto the Allottee has agreed to pay the Other Costs and Deposits and the Taxes (which all alongwith the Unit Price hereinafter collectively referred to as "**Total Price**"). The break-up and description of the Total Price is as follows:

Sl. No.		Rate of Apartment per square feet (to be derived from amounts as per carpet area).
	Unit No. _____ Type standard/duplex Floor _____	Rs. _____/-
	Exclusive balcony or verandah	Included in Total Price above
	Parking Facility -1(open/covered/MLCP/basement)	No Cost/ Not Applicable
	Parking Facility - 2 (open/covered/MLCP/basement)	No Cost/ Not Applicable
	Exclusive Open Terrace	Not Applicable/No Separate Cost

a)	Total Unit Price (in rupees) excluding Taxes	Rs. _____/-
b)	Other Costs	
	b1) Extras as per clause 11.3.1 excluding Taxes	Rs. _____/-
	b2) Other Extras (excluding Taxes)	(As per clause 11.3.2)
c)	Deposits (As per clause 11.2)	Rs. _____/-
d)	Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee as per prevalent rates currently being 5% on Unit Price and 18% on Extras and Deposits )	Rs. _____/- on Unit Price; Rs. _____/- on Extras and Deposits
e)	Total of Unit Price and Other Costs and Deposits as mentioned in Sl. No. b1 and c but not including the amounts under Sl. No. b2 and Sl. No. (d) above	Rs. _____/-
f)	Total Price as per Sl. No. (e) and Taxes as per Sl. No. (d).	Rs. _____/-

*Explanation:*

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter in respect of the Designated Apartment and the Promoter shall receive such Total Price in terms of the Development Agreement and pay the share of the Owner in terms thereof.
- (ii) The 'Taxes' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter or the Owner by way of Value Added Tax, Service Tax, CGST, Cess or any other similar tax which may be levied in connection with the construction and/or sale of the Project) up to the date of

handing over of possession of the Unit to the Allottee or the date of execution of the Sale Deed in favour of the Allottee, whichever is earlier.

Provided that in case there is any change or modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee shall be increased/reduced based on such change or modification.

- (iii) The Promoter shall periodically intimate to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment of such amount within 15 days of the said written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications, if so required by the Allottee, together with the dates from which such taxes have been imposed upon the Allottee or have come into effect.
- (iv) The Total Price of the Designated Apartment includes the pro rata share in the Common Areas and the Parking Facility, if any, allotted to the Allottee and as provided in the Agreement.
- (v) The Total Price does not include those Other Costs whose figures have not been finalized yet including those mentioned in Clause 11.3.2 hereto and the same together with Taxes thereon shall be additionally payable by the Allottee. Although forming a component of the expression 'Total Price', the Other Costs are additional costs agreed to be paid by the Allottee and the Deposits are transferable to the Maintenance In-charge to the credit of the Allottee after adjustment of dues as stated in clause 11.2.1 hereto.

1.3 The Total Price is escalation-free, save and except those increases which the Allottee hereby agrees to pay or which are due to an increase on account of development charges payable to the competent authority and/or any new Taxes or other increase in charges which may be levied or imposed by the competent authority/ies from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in the development charges, and/or other taxes, costs and charges imposed by the competent authorities, the Promoter shall enclose the relevant notification/order/rule/regulation to that effect, if so required by the Allottee, along with the demand letter being issued to the Allottee and such increase/imposition shall be applicable only to subsequent payments.

1.4 The Allottee(s) shall make the payments as per the plan set out in **PART-II** of **Schedule C** (hereinafter referred to as the "**Payment Plan**").

1.5 The Promoter and the Owner may jointly allow, in their sole discretion, a rebate for the early payments of installments made by the Allottee by discounting such early payments at such rate as be mutually agreed between the parties in respect of the respective installments that may be preponed. The provision, if any agreed to for allowing rebate

and the rate of such rebate shall not be subject to any revision/withdrawal once granted by the Promoter and the Owner to the Allottee.

1.6 Except as disclosed to the Allottee in this Agreement (including in clause 1 recited above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein whereby the Unit may be affected without the prior consent in writing of the Allottee.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee, make such minor additions or alterations as the Allottee may require or make such minor changes or alterations in accordance with the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Project is complete and completion certificate has been granted by the competent authority by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area may be recalculated if the carpet area mentioned herein varies as per confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.

1.8 Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees to and acknowledges that the right of the Allottee to the Designated Apartment shall be in the following manner:

- (i) The Allottee shall have exclusive ownership of the Unit.
- (ii) The Allottee shall also have undivided proportionate share in the Project Land and the other Common Areas as a member of the Association. Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the Promoter, the Owner, the other co-owners, occupants, maintenance staff etc. without causing them any inconvenience or hindrance and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter and the Owner shall convey undivided proportionate title in the Common Areas to the Association of allottees as provided under the Act.

(iii) The computation of the price of the Designated Apartment includes recovery of the price of the appertaining land, the construction of not only the Designated Apartment but also proportionately the Common Areas, the internal development charges as per agreed specifications, the external development charges as per agreed specifications, the costs of providing electric wiring, fire detection and firefighting equipment in the Common Areas (if applicable) and includes the cost for providing initial infrastructure necessary for the facilities, amenities and specifications in the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as mentioned in **PART-IV** of **SCHEDULE A** hereto shall be available only for the use and enjoyment of the allottees of the Project.

1.10 It is understood by the Allottee that all areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority under the West Bengal Apartment Ownership Act, 1972.

1.11 The Promoter agrees to pay all outgoings which it has collected from the Allottee before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee for the payment of such outgoings (including municipal or other local taxes, charges for water or electricity, maintenance charges) and shall also refund the mortgage loan taken by the Promoter from the Owner and interest on mortgages or other encumbrances and any other liabilities if payable to competent authorities, which are related to the Designated Apartment and created by the Promoter. It is clarified that the said loan taken by the Developer from the Owner is in respect of the Developer's Allocation (as defined in the Development Agreement) and is not in respect of specific units including the Designated Apartment and the Promoter agrees to pay back the same as per the agreed terms of refund thereof. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan taken by the Promoter from the Owner) and interest thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (excluding GST) as booking amount and further part payment (if applicable) towards the Unit Price of

the Designated Apartment until the time of Agreement, the receipt of which the Promoter hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the Designated Apartment as detailed in the Payment Plan as and when the same is demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in the payment of any amount payable by him, he shall be liable to pay interest at the rate specified in the Rules.

## 2 **MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), 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 Shitij Real Estates LLP payable at Kolkata. In case any payment is made by the Allottee to the Promoter through RTGS/NEFT or any other online mode, the Allottee shall forthwith intimate to the Promoter in writing about the payment so made with proof of such payment. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.2 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- 2.3 The Tax Deductible at Source ("TDS") under the Income Tax Laws shall, if applicable, 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. The Promoter or the Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- 2.4 The Promoter has been empowered and authorized under the Development Agreement with the Owner to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in accordance with the terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further, the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Costs and

Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

2.5 In case of the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

### **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 the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment 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 the 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 of Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter and/or the Owner accept no responsibility in this regard. The Allottee shall keep the Promoter and the Owner 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 and/or the Owner 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/agreement of the Unit and Parking Facility, if any, applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

## 5 **TIME IS OF ESSENCE**

Time is of essence to the Promoter as well as the Allottee. The Promoter shall, subject to Force Majeure, abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the allottees after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Part-II of Schedule C ("Payment Plan")**.

## 6 **CONSTRUCTION OF THE PROJECT / DESIGNATED APARTMENT:**

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

## 7 **POSSESSION OF THE DESIGNATED APARTMENT:**

### 7.1 **Schedule for possession of the Designated Apartment-**

The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter based on the approved plans and specifications assures to hand over possession of the Unit within 31<sup>st</sup> December 2029; unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

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/agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and/or the Owner and that the Promoter and the Owner 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 Completion Certificate from the competent authority shall offer in writing ("**Notice of Possession**") the possession of the Unit, to the Allottee in terms of this Agreement and the Allottee shall take possession of the Unit within **3 months** from the date of issue of such notice. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance In-charge/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Unit within 30 days of receiving the completion certificate of the Project/Building containing the Unit.

**7.3 Failure of Allottee to take Possession of Designated Apartment-**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Unit and the Parking Facility, if any, from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Unit and the Parking Facility, if any, to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and also all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building. In addition and without prejudice to the aforesaid, the Allottee shall, on failure to take possession of the Designated Apartment, be liable to pay to the Promoter and the Owner Holding Charges as per clause 11.14 of this agreement.

**7.4 Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the Designated Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount or 10% of the Total Price, whichever be higher. The balance amount of money (if any) paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee within 45 days of such cancellation. The Allottee shall, at his own costs and expenses, execute and register all necessary cancellation related documents required by the Promoter.

7.6 **Compensation** – If there be any liability, interest, damages or compensation lawfully payable to any Allottee due to delay or default on the part of the Owner in compliance of its obligations towards the Allottee in accordance with this Agreement, then the same shall be payable by the Owner. If there be any liability, interest, damage or compensation lawfully payable to any Allottee due to delay or default on the part of the Promoter in compliance of its obligations towards the Allottee in accordance with this Agreement, then the same shall be payable by the Promoter. If there be any liability, interest, damage or compensation lawfully payable to any Allottee arising neither due to delay or default on the part of the Owner nor on the part of the Developer in compliance of their respective obligations, then the same shall be payable by the Owner and the Developer in the Agreed Ratio under the Development Agreement.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 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 the Promoter in respect of the Designated Apartment, and the Promoter shall also be liable to pay the interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act

Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit and the Parking Facility, if any.

**REPRESENTATIONS AND WARRANTIES MADE BY THE PROMOTER:**

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

- (i) That the Owner has clear, absolute and marketable title with respect to the Project Land and that the Promoter has the requisite rights to carry out development upon the Project Land and that the Owner has absolute, actual, physical and legal possession of the Project Land with the Promoter having license to carry out the Project thereon;
- (ii) That there are no encumbrances upon the appertaining share in Project Land;
- (iii) That there are no litigations pending before any Court of law with respect to the Project Land;
- (iv) That the Owner has not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) and/or any other agreement/arrangement with any person or party with respect to the Project Land which can, in any manner, affect the rights of the Allottee under this Agreement;
- (v) That the Owner confirms that it is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated under this Agreement;
- (vi) That the Project Land is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and that no minor has any right, title and claim over the Project Land;
- (vii) That the Project Land is not Waqf property.

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

- (i) That the Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project;
- (ii) That there are no encumbrances upon the Designated Apartment or in the Project;
- (iii) That there are no litigations pending before any Court of law with respect to the Project or the Designated Apartment;
- (iv) That all approvals, licenses and permits issued by the competent authorities with respect to the Project and Designated Apartment are valid and subsisting

and have been obtained by following the due process of law. Further, the Promoter has been and shall, at all times, be in compliance with all applicable laws in relation to the Project, the Designated Apartment and the Common Areas;

- (v) That the Promoter has the right to enter into this Agreement and has not performed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (viii) That the Promoter has not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) and/or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the Designated Apartment which can, in any manner, affect the rights of the Allottee under this Agreement;
- (ix) That the Promoter confirms that it is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated under this Agreement;
- (x) That at the time of execution of the Sale Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and the Parking Facility, if any, to the Allottee and of the Common Areas to the Association of allottees;
- (xi) That no notice from the Government or any other local body or authority or any order/notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

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

That they respectively have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and all other outgoings whatsoever payable with respect to the said Project to the competent authorities till the issuance of the Completion certificate as per the terms agreed between the Owner and the Developer.

## 9 **EVENTS CONSTITUTING A 'DEFAULT' AND CONSEQUENCES THEREOF:**

- 9.1 Subject to the *Force Majeure* clause, the Promoter shall be considered to be under Default in the following events:

- (i) Where the Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, the expression 'ready to move in possession' means that the Unit is in a habitable condition and is complete in all respects as per the specifications prescribed herein and Completion certificate issued in this respect shall be conclusive proof of the same;
- (ii) Where the Promoter's business as a developer is discontinued on account of suspension or revocation of its registration under the provisions of the Act or under the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default committed by the Promoter under the conditions listed above, the Allottee shall be entitled to:

- (i) Stop making further payments linked to the construction milestones to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only after that will the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked;
- (ii) Terminate 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 Designated Apartment along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the notice for termination.

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter interest at the rate specified in the Rules for every month of delay till the handing over of possession of the Designated Apartment.

9.3 The Allottee shall be considered to be under Default on the occurrence of the following events:

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto despite having been issued notice in that regard. In such a scenario, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Act and rules framed in accordance therewith from the date of issue of such demand notice or 15% per annum if not so specified or held inapplicable.
- (ii) In case the Allottee fails to register the Sale Deed or comply with any other condition mentioned in this Agreement despite having received a 30 (thirty) days

prior notice in writing from the Promoter in respect thereof, or in case any Default under the condition listed above continues for a period beyond two consecutive months after receiving notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment by this Agreement in favour of the Allottee and refund the money paid to him by the Allottee after deducting the amount paid at or before the execution of this Agreement and the interest liabilities of the Allottee if such cancellation/withdrawal is made thereafter; with an option to pay the same directly to the bank account of the Allottee provided at the time of application form and this Agreement shall thereupon stand terminated.

- 9.4 Notwithstanding any provisions to the contrary, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges, legal charges for documentation and miscellaneous charges for registration incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.
- 9.5 Nothing contained in this Agreement shall affect or prejudice the right of either Party to sue the other for specific performance of the contract and/or for claiming damages for any default committed by the other Party.

## **10 CONVEYANCE OF THE DESIGNATED APARTMENT:**

- 10.1 The Owner and the Promoter, on receipt of the entire amount of the Total Price and other charges in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a Sale Deed to convey the title of the Unit together with the right of the Parking Facility, if any, and the Owner shall join in the Deed to concur confirm and assure such sale and convey the proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the completion certificate.
- 10.2 However, in case the Allottee fails to deposit the stamp duty and/or registration charges or all other incidental and legal expenses etc. demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Sale Deed in his/her favour till full and final settlement of all dues and till payment of stamp duty and registration charges is made by the Allottee to the Promoter and on such default, the Allottee shall also be deemed to be under Default under Clause 7.3 and Clause 9.3 hereto. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.
- 10.3 The final Transfer deeds or conveyances relating to Transfer of the Designated Unit and appurtenances shall be executed by both the Owner and the Promoter. The Promoter shall by email also inform two alternative dates and time of execution of the

deeds to the Owner's Named Representative (as named as per the Development Agreement) in advance at least 3 days before the dates of execution and registration of any proposed Deed and the Owner shall confirm the presence of the Owner's authorized director on one of such dates within 24 hours of receiving the intimation by email to the Promoter. If the Owner fails to confirm any of the two alternative dates about the presence of its authorized director alongwith a supporting board resolution to sign and register the deeds within the stipulated period of 24 hours or if the Owner's authorized director is not present at the confirmed date and time for execution and registration, then the Promoter may, subject to compliance with Clause 18.1 (b) of the Development Agreement, proceed to execute and register the concerned deed on behalf of the Owner pursuant to the power of attorney granted to the Promoter in terms of Clause 18.1 of the Development Agreement.

## **11 MAINTENANCE OF THE DESIGNATED BLOCK / DESIGNATED APARTMENT / PROJECT:**

- 11.1 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 allottees or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.
- 11.2 **Deposits:** The Allottee shall also pay and deposit and keep deposited the amounts on the following heads ("Deposits"):
  - (a) The Allottee shall pay to the Promoter a non-refundable sum of Rs. \_\_\_\_\_/- towards provisional Maintenance Corpus/Sinking Fund.
  - (b) The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs. \_\_\_\_\_/-, equivalent to 18(eighteen) months' maintenance charges at the rate mentioned herein to remain in deposit with the Promoter. As against the bills for monthly maintenance charges to be raised by the Promoter upon the Allottee in respect of the Designated Apartment for eighteen months from the expiry of notice period of the intimation given to the Allottee to take possession, the Promoter shall adjust one-eighteenth of such advance maintenance deposit.
- 11.2.1 The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Maintenance In-charge by the Promoter.

11.2.2 The payment of all Deposits shall be made by the Allottee to the Promoter on the execution of the Deed of Conveyance or within **30 (thirty)** days from the date of receiving the Notice of Possession, whichever is earlier.

11.3 **Other Costs :** As part of the Total Price but in addition to the Unit Price, Taxes and Deposits, the Allottee shall also pay to the Promoter the following amounts ("Other Costs"):

**11.3.1 Extras:**

- (i) Payments for additions or alterations, if any, made in Designated Units at the instance of the Allottee.
- (ii) Allottee's costs, charges, deposits and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) including all the amounts payable to the electricity service provider amounting to Rs. \_\_\_\_\_/-
- (iii) Allottee's costs, charges and expenses on account of one or more generators and the like, other power back-up equipment and all their accessories (including cables, panel and the like) for the Project amounting to Rs. \_\_\_\_\_;
- (iv) Allottee's share of costs, charges, expenses for the Recreation Facilities being a sum of Rs. \_\_\_\_\_/-
- (v) Allottee's costs, charges and expenses for the initial Air-Conditioning Equipment at or for the Unit (to the extent of living, dining room and all bedrooms) amounting to Rs. \_\_\_\_\_/-.
- (vi) Allottee's costs, charges and expenses for the initial central heat pump equipment at or for the Project amounting to Rs. \_\_\_\_\_/-.
- (vii) Directly to the Project Advocates Legal Charges for Documentation being a sum of Rs. \_\_\_\_\_/- per square feet of built up area, 50% of which shall be paid simultaneously with the execution hereof and the balance shall be payable within 30(thirty) days from the date of issue of the Notice of Possession. The aforesaid Legal Charges shall be payable to the Owner's Advocates R. Ginodia & Co. LLP in respect of the Owner's ratio/share and to the Developer's Advocates DSP Law Associates in respect of the Developer's ratio/share.
- (viii) Fixed miscellaneous charges for registration of this Agreement and/or any other contract and/or Sale Deeds amounting to Rs. \_\_\_\_\_/- (Rupees

\_\_\_\_\_ Only), (with GST if and as applicable) which shall be paid by the Allottee.

### **11.3.2 Other Extras:**

- (i) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Project and wholly, if levied specifically on the Designated Apartment(including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Allottee further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter and/or the Owner shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.
- (ii) Allottee's costs, charges and expenses for Rule 26 and related rules Charges.
- (iii) Proportionate costs, charges, deposits and expenses, if any, on account of bringing new water lines/connections and all the amounts payable to the provider thereof.
- (iv) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
- (v) Security Deposit and other expenses as may be required by the CESC or any other electricity provider for individual meter in respect of the Designated Apartment directly with the CESC or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
- (vi) Stamp Duty and Registration Charges and all other applicable/incidental charges in respect of this Agreement and/or any future contracts in pursuance hereof and the Sale Deed to be executed in pursuance hereof.
- (vii) Proportionate costs of formation of Association and handover to Association.

**11.3.3** It is clarified that the amounts mentioned in clauses 11.3.1(ii) and 11.3.2(iii) shall be payable by the Allottee within **15 (thirty)** days from the date of casting of Roof Slab and the remaining amounts of Extras and Other Extras shall be payable on or before the execution of the Deed of Conveyance or within 30 (thirty) days from the date of issue of the Notice of Possession, whichever is earlier.

- 11.4 None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor shall they be refundable except in the manner and to the extent applicable on the termination of this Agreement in terms hereof.
- 11.5 In case due to any reason, the rate of interest as specified in the Rules cannot be applied then the interest shall be payable @15% per annum.

**11.6 Maintenance In-charge:**

**11.6.1 Association:** The Promoter shall enable the formation of an Association under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as the "**Association**") by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of the Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.

**11.6.2 Maintenance Agency:** The Promoter shall appoint one or more agencies or persons (hereinafter referred to as the "**Maintenance Agency**") to look after the acts relating to the purposes of managing, maintaining, upkeep and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common with the Co-Owners of the Units and the collection and disbursement of the Common Expenses and dealing with matters of common interest to the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day-to-day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

**11.6.3 Maintenance In-charge:** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge. ("**Maintenance In-charge**"). It is expressly agreed that the Owner shall not have any obligation or liability regarding the

maintenance of the Buildings/Project and/or relating to the Maintenance Agency, the Maintenance In-charge and/or the Association.

#### **11.7 Common Areas Related:**

**11.7.1** The Designated Block shall contain certain Common Areas as specified in **Section I** of **PART-IV** of **Schedule A** hereto and the Allottee shall have the right to use the said Common Areas in common with the Owner, the Promoter, the other Co-Owner of the said Designated Block and other persons as may be permitted by the Promoter and the Owner.

**11.7.2** The Project shall also contain certain Common Areas as specified in **Section II** of **PART-IV** of **Schedule A** hereto and the Allottee shall have the right to use the said Common Areas in common with the Owner, the Promoter, the other Co-owners of the Project and other persons as may be permitted by the Promoter and the Owner.

**11.7.3** Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Project shall be claimed to be a part of the Common Areas by the Allottee either independently or in common with any other Co-owner(s)..

**11.7.4** Upon construction of the Building the Promoter shall identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking, if any, and for any other use and the areas so identified shall form part of the Common Areas.

**11.7.5** The Owner/Promoter shall convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise require such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution of the Sale Deed in respect of the said Unit in favour of the Allottee, then the transfer of share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs required in order to implement such transactions shall be borne and paid by the Allottee.

#### **11.8 Unit Related:**

**11.8.1 Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put up, erected and installed at or inside the said Unit including the interior decoration shall be done and completed by the Allottee at his own costs and expenses. The Allottee shall be obliged to do and carry out the said fitout works in a good and

workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any part or portion of the Common Areas and that there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the said Unit. The Allottee shall be responsible for all consequences, including the loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out the fit out(s) or other activity.

**11.8.2 Transfers by Allottee:** The Allottee may, only after a period of \_\_\_\_ (\_\_\_\_) years from the date of execution of this Agreement and that too upon taking prior consent in writing of the Promoter and against payment of a sum equivalent to Rs. \_\_\_\_ per Square feet of the \_\_\_\_\_ area of the Designated Apartment (excluding Other Costs and Deposits Amount) to the Owner and the Promoter in advance and in the proportion of 65% to the Owner and 35% to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risks and costs of the Allottee and/or the nominee and all stamp duty and registration charges, parking fees, legal fees (amounting to Rs. \_\_\_\_/-) and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or his nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum of Rs. \_\_\_\_ per Square feet of the \_\_\_\_\_ area of the Designated Apartment mentioned in this clause paid to the Owner and the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or his transferee but the Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owner and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this Agreement for a period of \_\_\_\_(\_\_\_\_) years from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

### **11.8.3 Area Calculations:**

**11.8.3.1 Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit excluding the area covered by the external walls, the areas under services shafts and the area under the exclusive balcony, but includes the area covered by internal partition walls of the said Unit.

**11.8.3.2 Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Allottee.

**11.8.3.3 Balcony Area:** The net usable area of the exclusive covered balcony/balconies/terrace, if any, attached to the said Unit.

**11.8.3.4 Built-up Area:** The built-up area for the said Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area (covered with height of one or more floors) and **50% (fifty percent)** of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and **100% (one hundred percent)** the area covered by all other external walls of the such Unit/Balcony and in case any open terrace is attached to any Unit and granted to the Allottee then **50% (fifty percent)** built-up area of the Open Terrace shall also be included in the Built-up Area of such Unit.

**11.8.3.5 Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less as computed by the Promoter in consultation with the Architects.

**11.8.3.6 Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.

**11.8.3.7** It is clarified that the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

**11.9 Housing Loan by Allottee:** In case the Allottee, with the prior consent in writing of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this Agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event shall the Promoter and/or the Owner assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution. Any consent given by

the Promoter in respect of any such housing loan or finance shall not affect the obligations and liabilities of the Allottee hereunder nor the rights and authorities of the Promoter and/or the Owner including to cancel or terminate this agreement owing to any delay or default of the Allottee and upon forfeiture of stipulated amounts and adjustment of its dues to pay the balance to the financer of the Allottee in due discharge of the Designated Apartment.

#### **11.10 Recreation Facility Related:**

**11.10.1 Users:** The Allottee shall have the right to use Recreation Area / facilities in the Project in common with the Owner, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.

**11.10.2 Facilities:** The Promoter proposes to erect, install and/or make available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned. The conveniences, amenities and facilities of the Recreation Area shall be decided by the Promoter and the same shall be final and binding on the Allottee. A list of the proposed Recreation Facilities, as per current planning, has been provided **PART-V** of **Schedule A** hereto. However, notwithstanding anything contained in **PART-V** of the **Schedule A** hereto, the Allottee accepts and confirms that the Promoter shall have the right and discretion in planning the details and recreation facilities of the Recreation Area and the same may also from time to time be varied at the discretion of the Promoter subject to the prior written consent of the Owner.

**11.10.3 Recreation Facility Costs:** All costs and expenses for and relating to the Recreation Area and Facilities (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the allottees of the Project and shall be included in the proportionate Common Expenses. On the Recreation Area becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Recreation Facility may be used by the Allottee alongwith family members residing at the Unit in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires to avail such facilities or any of them, the Allottee shall obtain a written consent from the Maintenance In-charge who shall be

at liberty to refuse the same or to levy such charges and/or terms and conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

**11.10.4 Commencement of Operation of the Recreation Facility:** The Promoter shall endeavor to get the Activity Facility operational after the entirety of the Project is complete and made ready. The Allottee accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Recreational Facilities becoming operational and that the Allottee shall not raise any claim or objection in this regard

**11.10.5 Administration of the Recreation Area and Facilities:** The Allottee agrees and confirms that the Recreation Area and Facilities (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency ("**Manager**") for the management and administration of the Recreation Facilities and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Manager may or may not be the Maintenance Agency and the cost of such Manager shall be part of the costs and expenses of running, management and administration of the Recreation Facilities and connected areas. The Association shall be given the responsibilities in respect of the Recreation Facility and connected areas at such time and on such terms and conditions as the Promoter may deem fit and proper. All costs, charges and expenses pertaining to the Recreation Facility and connected areas and its running, administration, repair, maintenance, replacement, insurance etc., shall be and form part of the Common Expenses.

#### **11.11 Overall Project-related:**

**11.11.1 Car Parking Areas:** The Project contains covered and mechanical parking spaces as per sanctioned plans. In addition, the Project also contain open spaces which do not form a part of the Common Areas but which can be used for parking (hereinafter referred to as "**Open Parking Areas**"). For a regulated and disciplined use of these spaces, the Promoter has reserved the right to allot parking rights in these Open Parking Areas exclusively to those Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have any parking space in the Project. The Allottee agrees and undertakes neither to raise any dispute or objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottees nor to disturb the use of the allotted parking space by the concerned allottee. The Allottee shall not have any Parking Facility until he makes full and final payment of all sums due from him in terms of this Agreement and

until the Allottee remains in default in complying with his obligations under this Agreement.

**11.11.2** The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as the Co-owners having parking facility therein or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.) shall be payable by those Co-owners who take parking facility in the Mechanical Parking System proportionately and the same shall, so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the same. Any use of the Mechanical Parking System by the Co-owners taking the same shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

**11.11.3** In case of the Allottee taking parking space in the Mechanical Parking System, the Allottee's proportionate share in the expenses and outgoings relating to the Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Allottee may bear to the total number of Parking Spaces in the Mechanical Parking System.

**11.11.4** The Promoter has made provisions for installation of EV charging system with related meters for charging electric motor cars/two wheelers for use by the Allotees upon pre-payment of charges for the same to the Maintenance In-charge. All costs and expenses for the upkeep and maintenance of such EV charging system shall form part of the Common Expenses.

**11.11.5** In respect of the Air-Conditioning Equipment installed in the Unit, the Allottee agrees to strictly comply with the following terms and conditions:-

- (i) The Outdoor Unit of the said Air-Conditioning Equipments shall be placed in common AC Ledge only
- (ii) All repair, replacement, AMC of outdoor and indoor unit shall be at the costs and expenses of the Allottee;
- (iii) The Pipelines connected with the Air-Conditioning system shall not be changed or disturbed by the Allottee. In case any work on pipelines are required to be made, the same shall be under the supervision of Maintenance In-charge at the cost of the Allottee.
- (iv) Any complaint in respect of Air-Conditioning equipment or installation shall be directly dealt with the manufacturer and installer with no obligation or liability upon the Promoter. All Documents pertaining to Air-Conditioning shall be handed over by the Promoter to the Allottee.

(v) The air conditioners used inside the Unit and its technology shall have to adhere to the technology requirements established and installed and shall not be changed except with the written consent of the Maintenance In-charge. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.

**11.11.6** The Allottee shall not violate any norms of green building as applicable.

**11.11.7 Specifications:** The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in **PART-VIII** of **SCHEDULE A** hereto.

**11.11.8 Non-Obstruction in Project:** The Allottee shall not, in any manner, cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

**11.11.9 Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-owners (other than the Owner or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive, at any time, the said requirement of minimum percentage of occupancy.

**11.11.10 Architect & engineers:** Unless changed by the Promoter, Messrs. Innate of 26/2 Ballygunge Circular Road, Udayan Park, 3<sup>rd</sup> Floor, Kolkata 700019 shall be the Architect for the Project and Messrs. MNU Consultants Pvt. Ltd of MNC House, 1516 Rajdanga Main Road, Kolkata 700107 shall be the engineer.

**11.11.11 Advocates:** Unless changed by the Promoter, Messrs. R. Ginodia & Company LLP, Advocates of 6 Church Lane, Kolkata-700001 and Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different Units, areas and portions of the Project.

**11.11.12 Name:** The Project shall bear the name "**EMPYREAN**" or such other name as be decided by the Promoter and the Owner from time to time. The name of the Project cannot be changed unless permitted by both the Promoter and the Owner in writing and it shall not be necessary for the Promoter or the Owner to grant any such permission.

**11.11.13 Future Expansion Related:**

- (i) The Allottee accepts, acknowledges and confirms that the Owner and the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeys on the building and other vertical and horizontal expansion and commercial exploitation.
- (ii) The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Part-IV of Schedule A**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

**11.12 HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as well as the House Rules below ("House Rules") which the Allottee shall be obliged and responsible to comply with strictly: -

**11.12.1** to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter and the Owner first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.

**11.12.2** that unless the right of parking is expressly granted and mentioned in **Part-III** of the **Schedule A** hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two-wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Allottee in deviation or violation of this clause and/or the applicable conditions for Parking Facility.

**11.12.3** In case the Allottee has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions: -

- (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
- (ii) the Allottee shall not park any motor car, two-wheeler or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever;
- (iii) the Allottee shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his motor car or a size permitted by the Promoter and that could comfortably fit in the allotted Parking Space and/or two-wheeler, as the case may be.

- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
- (vii) This right to use car parking space does not confer any right of ownership of the space on which such Parking Facility is provided.
- (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
- (x) In case the Allottee is provided facility of parking which is inter-dependent with any other Parking Facility in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility and shall use the dependent facility in mutual co-operation with the other facility holder.
- (xi) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the Parking Facility if taken by the Allottee in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

**11.12.4** In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Unit and as specifically mentioned in Part-IIIA of Schedule A below, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:

- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully

repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times

- (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
- (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Building at the Project;
- (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the Project Land
- (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Building at the Project and/or the Project Land and/or outside walls of the Building at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
- (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- (viii) not to sub-divide the Open Terrace in any manner.

**11.12.5** The use of the Common Areas including but not limited to the Recreation Facilities shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Recreation Facilities) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owner or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Recreation Facilities by the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Recreation Facilities.

**11.12.6** Not to make any construction or addition or alteration or enclose any Common Areas, the Recreation Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or

anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

- 11.12.7** Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Recreation Facilities mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.12.8** Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Unit **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Allottee shall have the right install window/split air-conditioners at the place/s provided therefor in the Unit.
- 11.12.9** To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.12.10** Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Designated Block passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Designated Block or any part thereof.
- 11.12.11** To comply with all the green building rules and norms as may be made applicable in respect of the Project
- 11.12.12** Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 11.12.13** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.12.14** Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Designated Block or the Project Land save the battery-operated inverter inside the Designated Apartment.

**11.12.15** Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders

**11.12.16** Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.

**11.12.17** No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

**11.12.18** To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block 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 the Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

**11.12.19** To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Owner and the Promoter and all other persons entitled thereto.

**11.12.20** To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire

**11.12.21** To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Block and not to do or cause to be done anything in or around the Designated Apartment 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 the Designated Apartment.

**11.12.22** 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 Designated Block or may cause any increase in the premia payable in respect thereof.

**11.12.23** Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused

to the Owner, the Promoter or to the other co-owners of the Designated Block. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Designated Block and/or the Project Land and/or outside walls of the Designated Block save in the manner indicated by the Promoter or the Maintenance In-charge.

- 11.12.24** To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Allottee.
- 11.12.25** Not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.
- 11.12.26** To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
- 11.12.27** Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
- 11.12.28** to use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 11.12.29** To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.12.30** Not to alter the outer elevation or façade or colour scheme of the Designated Block (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated

Block 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.

**11.12.31** Not to install any box grill at the Unit or any of this windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects.

**11.12.32** Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

**11.12.33** Not to use the Unit and the Parking Facility, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

**11.12.34** not to change/alter/modify the names of the Project and/or Designated Block therein from those mentioned in this Agreement.

**11.12.35** Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.

**11.12.36** The Allottee agrees, declares and confirms that the right, title and interest of the Allottee is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter and the Owner shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and their sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

**11.13 Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("Taxes and Outgoings"):

- (i) Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Municipality and/or any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute, rules and regulations

whether existing or as may be imposed or levied at any time in future or on in respect of the Designated Apartment or any component thereof or the Building or the Project Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Designated Block or the Project Land or any part thereof.

- (iii) Electricity charges for electricity consumed in or relating to the Unit.
- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in **PART-VI of SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only per Square foot per month of the \_\_\_\_\_ area. The said minimum rates 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.
- (vi) Parking Facility Maintenance Charges amounting to Rs. ?/- per annum, per Parking Facility, if any.
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per the prevalent rates.
- (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

**11.13.1** All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Unit Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the

same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

**11.13.2** The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be claimed as a ground for the non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

**11.13.3** The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.

**11.13.4** In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules 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 prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Recreation Area and/or Facilities shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licensees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

**11.13.5** The Allottee shall be and remain responsible for and to indemnify the Owner, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against

or suffered by the Owner and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

**11.14 Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the expiry or 30 days of issuance of such Notice of Possession or date of expiry of the time stipulated in such Notice, whichever be earlier, as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all his dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter and the Owner a predetermined sum calculated @Rs.\_\_\_\_/- (Rupees \_\_\_\_) only per Square foot per month of the \_\_\_\_ area in respect of the Designated Apartment towards withholding charges. This shall be without prejudice to the other rights remedies and claims of the Promoter and the other obligations and liabilities of the Allottee hereunder.

11.15 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of \_\_\_\_(\_\_\_\_) years from the date of the Completion certificate.

**11.16** Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Building (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **PART-VI** of **SCHEDULE A** hereto.

**11.17 Acknowledgments, Exceptions and Reservations:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter and the Owner under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter and the Owner to avail and/or exercise all

or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter: -

**11.17.1** The Promoter and the Owner shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and the Owner and/or its associated group/brands at the Roof, façade, boundary, common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottee or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Diamond Group" "Sugam" "Chowdhurys' Estates"etc., ("Said Signage") or any one or more of them at the sole discretion of the Promoter and the Owner being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project . The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter and the Owner. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter and the Owner to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and the Owner and/or the men and agents of the Promoter and the Owner shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark "Diamond Group" "Sugam" "Chowdhurys' Estates" or any one or more of them at the sole discretion of the Promoter and in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and the Owner and shall further be liable for prosecution for use of such mark.

**11.17.2** The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Block or spaces surrounding the same against

applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers or from the tenant of any stall or space for commercial use within the Recreation Areas, then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter and the Owner and the Promoter may use the same to subsidize/meet the Common Expenses to that extent

**11.17.3** The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect.

**11.18** Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise, all rights and obligations of the Promoter and the Owner inter se shall be governed by the Development Agreement including Clause 5.6 and its sub-clauses which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations. As between the Owners and the Promoter, interest, if any, payable to the Allottee shall be paid by the Owner in case such liability has arisen due to land and/or title related issue and other issues (if any) for which the Owner is liable under the terms of the Development Agreement and shall be paid by the Promoter in case such liability has arisen due to development and/or construction related issue and other issues for which the Developer is liable under the terms of the Development Agreement.

## 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 by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then 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 from the Promoter in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

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

The Allottee hereby agrees to purchase the Designated Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the Maintenance In-charge (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 In-charge from time to time.

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

The Promoter/Maintenance In-charge/maintenance agency/association of allottees shall have rights of unrestricted access to 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 Designated 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 or for inspection and requiring the Allottee to remedy any want of repair.

**15.      USAGE:**

**Use of Service Areas and Basement Areas :** The service areas, if any, and the Basement Areas, if any, located within the Project Land may be ear-marked for purposes such as parking spaces and services including but not limited to STP, transformer, compactor, DG set, underground water tanks, Pump rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans and such areas can be shifted to any other place in the Project at the sole discretion of the Promoter. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall

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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE DESIGNATED APARTMENT:**

- 16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit or the Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas 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 Designated Apartment and keep the Designated 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 Buildings 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 / nameplate, neon light, publicity material or advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, Buildings or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Buildings. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 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 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 THE ALLOTTEE:**

The Allottee is entering into this Agreement for the allotment of the Designated Apartment with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. 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 uses the said Designated Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Designated Apartment at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the completion certificate in respect of the Designated Block in the Project has been issued by the competent authority(ies) except as provided for elsewhere in this Agreement and/or in the Act.

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

19.1 The Promoter has taken a loan from the Owner and executed a Deed of Security dated 10<sup>th</sup> Feburary 2025 whereunder the first and exclusive charge over the Developer's Allocation has been created as security for due repayment/payment of all Outstanding (as defined in the Deed of Security) of the Owner. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Designated Apartment.

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

The Promoter has assured the Allottee that the Project can be registered in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Promoter is in compliance with the various laws/regulations as applicable in the State of West Bengal to the extent applicable.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registering authority 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 registering authority 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, the allotment of the Allottee shall be treated as cancelled (with cancellation of this agreement, allotment letter, receipts etc.,) and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee (after forfeiture of a sum of equivalent to 10% of the Total Price with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever). The taxes and stamp duty, registration charges, legal

charges for documentation and miscellaneous charges for registration incurred or payable by the Allottee shall not be refundable to the Allottee and the same shall be the costs of the Allottee for which no claim shall be made against the Promoter by the Allottee.

**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, other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

**23. RIGHT TO AMEND:**

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

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

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

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

- 25.1 The Promoter and the Owner may, at their 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 to by the Allottee that the exercise of such discretion by the Promoter and the Owner in the case of one Allottee shall not be construed to be a precedent and/or be binding on the Promoter to exercise such discretion in the case of other Allottees.
- 25.2 Failure on part of the Promoter and/or the Owner 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 is determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws,

such provisions of the Agreement unless the same are capable of being agreed upon by the Parties and/or consented to by the Allottee shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES:**

The Parties agree that they shall execute, acknowledge and deliver to each 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 completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office', or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata 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 Registrar/Additional Registrar/Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata

**30. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Owner by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise, at their respective addresses specified below:

Name of Allottee: \_\_\_\_\_

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

Email id of Allottee: \_\_\_\_\_

Promoter Name: **SHITIJ REAL ESTATES LLP**

Promoter Address: 2nd Floor Alom House, 7B Dr Harendra Coomer Mukherjee Sarani, Post Office Middleton Row, Police Station Shakespeare Sarani, Kolkata-700071

Email id of Promoter: \_\_\_\_\_

Name of Owner: **CHOWDHURYS' ESTATES PRIVATE LIMITED**

Owner Address: 55, Chowringhee Road, Police Station – Shakespeare Sarani, Post Office – Middleton Row, Kolkata- 700071

Email id of Owner: \_\_\_\_\_

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

**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 having properly been served on all the Allottees.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms

thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.

34. The other terms and conditions as per the contractual understanding between the Parties have been incorporated in the Schedules hereto and such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

### **III. SCHEDULES:**

#### **SCHEDULE 'A' ABOVE REFERRED TO:**

##### **PART-I PROJECT LAND**

**ALL THAT** the piece and parcel of land containing an area of 3(three) Bighas 15 (fifteen) Cottahs 5(five) Chittacks 6 (six) Square feet more or less situate lying at and being premises No. 11/1 Pandit Rabisankar Sarani (formerly 11/1 Burdwan Road), Kolkata-700027 under Police Station Alipore in the District of South 24 Parganas and butted and bounded as follows:-

**ON THE NORTH:** By Premises No. 10B and 7/4 Pandit Rabisankar Sarani;

**ON THE SOUTH:** By Portland Park;

**ON THE EAST:** Partly by Burdwan Road (including the area gifted to the Kolkata Municipal Corporation); partly by premises nos. 10A and 10B Pandit Rabisankar Sarani Road; and partly by Common Passage leading from Burdwan Road to the Subject Property and used in common with Premises no. 10A Burdwan Road;

**ON THE WEST:** By Portland Park.

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

##### **PART-II**

##### **UNIT**

**ALL THAT** the residential flat being Unit No. \_\_\_\_ containing a carpet area of \_\_\_\_ Square feet more or less alongwith balcony with a Carpet Area of \_\_\_\_ Square feet

more or less and a total built-up area of Unit (including Balcony) of \_\_\_\_\_ Square feet more or less on the \_\_\_\_\_ floor of the Block \_\_\_\_\_ of the Project at the Project Land.

**PART-III  
PARKING FACILITY**

**ALL THAT ....**

**PART-IIIA  
OPEN TERRACE**

**ALL THAT .....**

**PART-IV  
COMMON AREAS  
SECTION -I  
COMMON AREAS IN THE BUILDING**

- 1.** Common Areas & Installations at any Building:
  - i) Stair Case and stair cover
  - ii) Lift and Lift Machine Room
  - iii) Lift well, Lift Lobbies
  - iv) Overhead Reservoir
  - v) Water Connection
  - vi) Common Roof
  - vii) Common passage of the building and its entrance (except the parking areas as designated by the Promoter)

**SECTION-II  
COMMON AREAS IN THE PROJECT**

- 2.** Common Areas & Installations at the Project:
  - i) Land comprised in the said Premises (Phase-wise).
  - ii) Entrance and exit gates of the said Premises.
  - iii) Jogging Tracks//Walkways/Outdoor Exercise Area
  - iv) Landscaped Paths passages and driveways in the said Premises other than those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles.

- v) Stand-by Diesel generator set of reputed make of sufficient capacity for emergency supply to some of the common areas, for operation of lifts and water pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- vi) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different units.
- vii) Underground water reservoir with a pull-on pump installed thereat.
- viii) Common Toilets
- ix) CCTV system
- x) Water/waste/sewerage management as per statutory norms
- xi) Rain water harvesting as per statutory norms
- xii) Earthquake and fire-requirement compliant
- xiii) Recreation Facilities and connected Areas
- xiv) Such other common parts areas and any covered and open space in or about Project Land and for the Project as a whole as may be provided by the Promoter

## **PART-V**

### **RECREATION FACILITIES AND CONNECTED AREAS:**

- A.** Swimming Pool with Deck
- B.** Gymnasium
- C.** Air-conditioned community hall
- D.** Landscaped Top Roof
- E.** Landscaped Garden – On Ground or Podium
- F.** Wheelchair access/friendly
- G.** Emergency Power backup
- H.** Indoor Games Room / Residents Lounge.
- I.** Home Theater.
- J.** Ground Floor lawn with amenities.

**K.** Reception Area.

**L.** AC Business Centre.

## **PART-VI** **COMMON EXPENSES**

- 1. MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Designated Block , lifts, generators, HVAC in Common areas and Installations, intercom, CCTV, water pump with motors, the Parking Spaces (excluding parking spaces in the Mechanical Parking System) and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Recreation Facilities related equipment's etc., drains and electric cables and wires in under or upon the Designated Block and/or the Project and/or the Recreation Facilities and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Recreation Facilities related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces(excluding parking spaces in the Mechanical Parking System).
- 3. STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
- 4. ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 5. TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
- 6. AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces (excluding parking spaces in the Mechanical Parking

System) or any part thereof against normal degeneration or damages and/or Force Majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

- 7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces (excluding parking spaces in the Mechanical Parking System) and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- 10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as may be incurred by the Owner, the Promoter, the Association for the common purposes.

## **PART-VII** **DEVOLUTION OF TITLE**

- A. By a Sale Deed dated 15<sup>th</sup> April 1954 and registered with the Sub-Registrar Alipore in Book I Volume No. 58 Pages 19 to 29 Being No. 2684 for the year 1954 one Amarendra Chowdhury, Fanindra Chowdhury, Jitendra Chowdhury, Birendra Chowdhury, Satyendra Chowdhury, Rabindra Chowdhury and Sankarinath Chowdhury for the consideration therein mentioned sold conveyed and transferred unto and to the Owner hereto (then a limited company in the name and style of Chowdhurys Estates Limited) amongst, other properties, the piece and parcel of land containing an area of 3(three) Bighas 17 (seventeen) Cottahs 5(five) Chittacks 42(forty two) Square feet more or less situate lying at and being the present premises No. 11/1 Pandit Rabisankar Sarani (formerly 11/1 Burdwan Road), Kolkata-700027 together with the messuages and/or dwelling houses constructed thereon ("Subject Property"), absolutely and forever.
- B. Prior to the execution of the said Sale Deed dated 15<sup>th</sup> April 1954, the said Amarendra Chowdhury, Fanindra Chowdhury, Jitendra Chowdhury, Birendra Chowdhury, Satyendra Chowdhury, Rabindra Chowdhury and Sankarinath Chowdhury had executed a lease deed dated 19<sup>th</sup> February 1954 in favour of the Owner hereto (then a limited company in the name and style of Chowdhurys Estates Limited) for the period and on the terms and conditions therein contained. Pursuant to the said Sale Deed dated 15<sup>th</sup> April 1954 the leasehold interest of the Owner stood merged in the reversion and the Owner became the sole and absolute owner of, amongst other properties, the Subject Property absolutely and forever

- C.** The said Chowdhurys Estates Limited was converted to a Private Limited Company vide Second Certificate of Incorporation dated 13<sup>th</sup> November 1982 issued by Registrar of Companies, West Bengal.
- D.** The Owner has caused to be mutated the Subject Property in its name in the records of the Kolkata Municipal Corporation.
- E.** The Subject Property was originally comprised in municipal premises Nos. 10/2 Burdwan Road and 11/1 Burdwan Road but has since been amalgamated and assessed separately as municipal premises No. 11/1 Pandit Rabisankar Sarani (formerly Burdwan Road).
- F.** By a Deed of Gift dated 29<sup>th</sup> October, 2013 and registered with the Additional District Sub-Registrar Alipore registered in Book no. I, CD Volume no. 34, Pages 4368 to 4378 Being no. 08481 for the year 2013, the Owner gifted to the Kolkata Municipal Corporation a portion of land measuring about 2 Cottahs 36 Square Feet (137.205 Square Meter) out of the Subject Property measuring about 77 Cottahs 5 Chittacks and 42 Square Feet (5175.31 Square Meter) in connection with the sanction of the Building Plan but the said gifted area is continuing to be within the boundary wall of the Subject Property. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise, it is expressly agreed and declared that no right, interest or entitlement whatsoever in the aforesaid land gifted to the Kolkata Municipal Corporation is intended to be or shall be transferred in favour of any Allottee and/or the Association at any time no claim whatsoever can be made against the Owner or the Promoter in case physical possession of the gifted land is taken over at any time by the Kolkata Municipal Corporation. The land area now owned by the Owner after the aforesaid gift to the Kolkata Municipal Corporation is 75 Cottahs 5 Chittacks and 6 Square Feet, being the Project Land.
- G.** The plans for construction of the Buildings at the Project were sanctioned by the Kolkata Municipal Corporation vide sanction Plan No. B.P. 2024090043 dated 18/09/2024.
- H.** The full and complete terms and conditions between the Owner and the Promoter has been agreed and recorded in the Development Agreement dated 24<sup>th</sup> May 2022 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2022 Pages 618863 to 618935 Being No. 190408960 for the year 2022 (herein referred to as "the Development Agreement" which term shall also include all modifications, alterations, changes and clarifications, if any, made and/or that may be made therein from time to time as also all supplemental documents and documents executed pursuant thereto, including Powers of Attorney.

**I.** It has been agreed that the Owner shall join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project the Owner shall join in as party to the Deed of Conveyance to be executed for sale of any Unit or other saleable area in accordance with Clause 10.3 hereto.

## **PART-VIII**

### **SPECIFICATIONS**

**1. Specification of construction & Fittings and Fixtures to be provided in the proposed Unit/ Flat.##**

<b>Main Door</b>	Wooden Panel Door
<b>Living / Dinning</b>	Imported marble flooring
<b>Bedrooms</b>	Laminated wooden flooring / Marble
<b>Windows</b>	High class aluminum / UPVC windows
<b>Internal Doors</b>	Flush doors with veneer
<b>Electrical</b>	Modular switches with sufficient points.
<b>Air-conditioning</b>	VRV / VRF Central Air-condition system for each flat (at extra cost)
<b>KITCHEN</b>	
<b>Flooring</b>	Vitrified tiles
<b>Counter</b>	Granite platform
<b>Wall</b>	Designer tiles above counter
<b>TOILETS</b>	
<b>Walls</b>	Designer tiles / Marble
<b>Flooring</b>	Marble / anti-skid Ceramic Tiles
<b>Counter</b>	Granite / Marble
<b>Fitting</b>	High Class CP fittings and Sanitary wares
<b>Central Heat Pump</b>	Central Heat Pump/ (at extra cost)

**2. FOR THE PROJECT:**

<b>Ground Floor Lobby</b>	Air-conditioned designer lobby fitted with marble/granite & decorated false ceiling and Waiting Lounge
<b>Typical Floors Lobby</b>	Designer lobby fitted with marble/granite & false ceiling
<b>External walls</b>	Autoclaved Aerated Concrete blocks
<b>SECURITY SYSTEM</b>	CCTV / Video Door Phone & Intercom Facility
<b>Servant Quarters</b>	Normal tiles with regular Toilet fittings
<b>Garden</b>	Landscaped Garden

## In case of sale of Bare Shell Unit, the following shall be mentioned.

<b>Main Door</b>	Wooden Panel Door
<b>Living / Dinning</b>	Flooring By the Allottee
<b>Bedrooms</b>	Flooring By the Allottee
<b>Windows</b>	High class aluminum / UPVC windows
<b>Internal Doors</b>	By the Allottee
<b>Electrical</b>	<i>The Developer shall give necessary electrical connection at a single central point. All Internal wiring, distribution and switches By the Allottee</i>
<b>Air-conditioning</b>	VRV / VRF Central Air-condition system for each flat (at extra cost)
<b>KITCHEN</b>	
<b>Flooring</b>	By the Allottee

<b>Counter</b>	<i>By the Allottee</i>
<b>Wall</b>	<i>By the Allottee</i>
<b>TOILETS</b>	
<b>Walls</b>	<i>By the Allottee</i>
<b>Flooring</b>	<i>By the Allottee</i>
<b>Counter</b>	<i>By the Allottee</i>
<b>Fitting</b>	<i>By the Allottee</i>
<b>Central Heat Pump</b>	<i>Central Heat Pump (at extra cost)</i>

*Any internal work needed to be done by the Promoter for obtaining the Completion Certificate*

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

## **SCHEDULE 'C'**

### **PART-1**

#### **TOTAL PRICE**

The Total Price payable by the Allottee to the Promoter as per the particulars mentioned in Clause 1.2 above shall be a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). The same shall be subject to variations as per the Explanation to Clause 1.2 above.

### **PART-II**

#### **PAYMENT PLAN**

A. The Total Price excluding the Other Costs and Deposits and Taxes amounting to Rs. \_\_\_\_\_/- shall be paid by the Allottee to the Promoter in installments as follows:

<b>Sl. No.</b>	<b>Particulars</b>	<b>%</b>	<b>Amount in (Rs. P.**)</b>
1.	Booking Amount	10%	
2.	Within 15 days of commencement of Basement Plinth of Designated Block	15%	

3.	Within 15 days of commencement of 2nd Floor Slab Casting of Designated Block	15%	
4.	Within 15 days of commencement of 4th Floor Slab Casting of Designated Block	15%	
5.	Within 15 days of commencement of 6th Floor Slab Casting of Designated Block	15%	
6.	Within 15 days of commencement of Brickwork of the said Unit	10%	
7.	Within 15 days of commencement of Roof Slab Casting of Designated Block	10%	
8.	Balance amount within 15 days of issuance of notice for possession of the Designated Unit	10%	
	** plus applicable Taxes		

- A. The Taxes on the amounts payable as per para A above shall be payable at applicable rates alongwith the relevant amounts.
- B. The Other Costs with applicable Taxes shall be paid by the Allottee to the Promoter in terms of Clause 11.3.3 hereinabove.
- C. The Deposits shall be paid by the Allottee to the Promoter in terms of Clause 11.2.2 hereinabove.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**Allottee: (including joint buyers)**

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

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

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

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

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**Promoter:**

Signature \_\_\_\_\_

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**Owner:**

Signature \_\_\_\_\_

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

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

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

**WITNESSES :**

1.      Signature \_\_\_\_\_

            Name \_\_\_\_\_

            Address \_\_\_\_\_

2.      Signature \_\_\_\_\_

            Name \_\_\_\_\_

            Address \_\_\_\_\_

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025**

**BETWEEN**

**SHITIJ REAL ESTATES LLP**

**....PROMOTER**

**AND**

---

**....ALLOTTEE**

**AND**

**CHOWDHURYS' ESTATES PRIVATE LIMITED**

**....OWNER**

**AGREEMENT**

**(Unit No. \_\_\_\_, Block-\_\_\_\_)**

**R. GINODIA & Co. LLP  
Advocates  
Ground Floor, 6 Church Lane  
Kolkata - 700001**

**DSP LAW ASSOCIATES  
Advocates  
4D, NICCO HOUSE  
1B, HARE STREET,  
KOLKATA-700001**