

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this _____ day of _____ 20____

BETWEEN

MANI MOTI REALTORS LLP (PAN: **ABPFM6531J**), a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its Registered Office at IT IX, 'Mani Square' at No. 164/1, Maniktala Main Road, P.O. _____, Police Station- _____, Kolkata-700054 and represented by its Designated Partner _____ and duly authorized pursuant to the Resolution dated _____, hereinafter referred to as "**the PROMOTER / DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and interest, nominees and/or assigns) of the **FIRST PART**

AND

TIRUMALA PROJECTS PRIVATE LIMITED (PAN: AACCT8430E), a company incorporated under the provisions of Companies Act, 1956, having its registered office at No.51,Shakespeare Sarani, P.O. and P.S. Shakespeare Sarani, Kolkata-700017, represented by its Director _____ pursuant to the Board of Directors' Resolution dated _____, hereinafter referred to as "**the OWNER / LAND OWNER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **SECOND PART**

AND

_____ hereinafter referred to as "**the ALLOTTEE / PURCHASER**" of the **THIRD PART**:

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions

mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.

- B. The Land Owner is the full and absolute owner of **All That** the Municipal Premises No.11/4, Sarat Bose Road, P. S. Bhawanipur, Kolkata – 700020, within Ward No.70 of The Kolkata Municipal Corporation having a land area of **32 cottahs** more or less (fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity called “the **said Premises**”)

Devolution of title in respect of the said Premises is mentioned in the **Sixth Schedule** hereunder written;

- C. By and in terms of the Development Agreement (as hereinafter defined), the Owner permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Premises on which the Project is to be constructed have been completed;
- F. The Promoter has obtained the sanctioned plan for the Project from Kolkata Municipal Corporation as mentioned in the Definition No.XXII (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No.XXII (being the definition of Plan) hereinbelow. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (Act No.16 of 2016) with the Real Estate Regulatory Authority at _____ on _____ under Registration No._____.
- G. The Allottee had applied for allotment of an Apartment / Unit in the Project vide application no._____dated _____, and has been allotted the **said Apartment / Unit**, as hereinafter defined, described in the **SECOND SCHEDULE**, details also mentioned hereinbelow:

All That the Residential Flat / Apartment bearing Unit No. _____ containing a Carpet Area of _____ Square Feet [Built-up Area whereof being _____ Square Feet (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) and Maintenance Chargeable Area being _____ Square Feet, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ side on the _____ floor of the Building at the said Premises described in the First Schedule and shown in the Plan annexed hereto, duly bordered thereon in "Red" TOGETHER WITH an attached triple height terrace admeasuring _____sft. AND ALSO TOGETHER WITH _____ numbers of carparking spaces in the Mechanical Carparking Block installed in the open space and _____ numbers carparking space in the Mechanical Carparking Block installed in the Ground Floor of the Building and _____ number carparking spaces in the Upper Basement and _____ number carparking spaces in the Lower Basement.

- 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. 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;
- J. 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment / Unit as specified in para-I above;
- L. The Allottee has examined and got himself fully satisfied about the title of the Land Owner to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also seen and inspected the Development Agreement and have fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Apartment / Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto.

The Allottee is fully aware of the fact that the Promoter intends to apply to the concerned authorities for sanction of additional floors to all or any of the existing sanctioned Building for consuming the additional FAR (Floor Area Ratio) if and as available, including on account of "Green Buildings" as applicable, details whereof are mentioned in the definitions contained in Annexure "A" hereto and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same;

The Allottee also agrees and consents to the fact that in case at any time additional / further constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment / Unit as specified in para I;
- 1.2 The Total Price for the Apartment / Unit is **Rs.** _____ **(Rupees _____)** only ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule**, break up whereof is as follows:

Head	Price
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(i) Apartment No. _____, Floor _____; Carpet Area _____; Built-up Area _____; Maintenance Chargeable Area _____;	Rs. _____
(ii) Preferred Location Charges - Floor Rise + _____;	Rs. _____
(iii) Servant Quarter / Store / Utility Room / exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(iv) _____ number and _____ type Car parking at _____;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Total:	Rs. _____

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment / Unit;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, if any as per law and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter) upto the date of handing over of the possession of the Apartment / Unit;

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment / Unit includes (i) pro rata share in the Common Areas; and (ii) _____ car park(s) / garage(s) / closed parking(s), if any and other properties and appurtenances as provided in the Agreement. However, the total price includes the

TDS but excludes deposit for maintenance charges and the Extra Charges etc., as set out in **Part-III and Part-IV of the Fifth Schedule** hereunder written.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges (if applicable) payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8% (Eight Percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II of the Third Schedule** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment / Unit or Project, as the case maybe without the previous written consent of the Allottee **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals _____ and Definition No.XXII** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area, as also the built-up and maintenance chargeable areas, that has been allotted to the

Allottee after the construction of the Tower / Building is complete and the completion / occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area within the same defined limit, the Promoter shall demand the price for the increased area from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the Project as regards to the carpet area and the built-up area of the said Apartment / Unit, as well as the proportionate share of the Allottee in the common areas, shall be final and binding on the parties hereto.

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

- (i) The Allottee shall have exclusive ownership of the Apartment / Unit;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas, which is subject to the other provisions hereof, including transfer of Common Areas and Installations in favour of the Association as prescribed by RERA. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas of the Project to the association of allottees (upon registration of the same) as provided in the Act, if and as be feasible;
- (iii) That the computation of the price of the Apartment / Unit includes recovery of price of land, construction of [not only the Apartment / Unit but also proportionately] the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes,

cost of providing electric wiring electrical connectivity to the common areas like lift, water line and plumbing, finishing with POP / Putty, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.

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

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

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

- 1.11 The Allottee has paid a sum of **Rs. _____ (Rupees _____)** only (in short "the **Booking Amount**") as booking amount being **10% (ten percent)** of the total Price of the Apartment / Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules, presently being State Bank of India PLR plus 2% per annum.

- 1.12 The Owner hereby authorises the Promoter to grant receipts for the consideration / payments received hereunder and confirm that such grant of receipts by the Promoter shall fully discharge the Allottee for making payments hereunder to the Promoter including for and on behalf of the Owner, if and as applicable.

2. **MODE OF PAYMENT**

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

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act , and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to

the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment / Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the allottees (upon its registration) after receiving the completion / occupancy certificate, as applicable. 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 the several stages of construction by the Promoter as provided in the Payment Plan.

6. **CONSTRUCTION OF THE PROJECT/UNIT**

The Allottee has seen the specifications, of the Apartment / Unit and accepted the Payment Plan, floor plans, layout plans (as mentioned in **Third Schedule** herein) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan

and the additions alteration thereof as contained in **Recitals 6 and Definition No.XXII** (being the definition of Plan) of the **Annexure "A"** hereto.

7. **POSSESSION OF THE UNIT**

- 7.1 **Schedule for possession of the said Apartment / Unit:** 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 Apartment on or before **31st March 2027**, with an additional grace period of 6 (six) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, court order, pandemic / epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment / 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 shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the Apartment / Unit, to the Allottee in terms of this Agreement to be taken within the period mentioned herein and in such notice and the Promoter shall give possession of the Apartment / Unit to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. **Provided That** the Promoter shall not be liable to deliver possession of the Apartment / Unit to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the

part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing after receiving the completion / occupancy certificate, as applicable, of the Project.

7.3 Failure of Allottee to take Possession of Apartment / Unit:

Upon receiving a written intimation from the Promoter as per clause 7.2 and its sub-clauses, the Allottee shall within the period mentioned herein and in such intimation take possession of the Apartment / Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all other outgoings as elsewhere mentioned herein.

7.4 Possession by the Allottee – After obtaining the completion certificate and handing over physical possession of all the units to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents, including common areas, to the Association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

7.6 Compensation

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

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

business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment / Unit, with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) within 45 days including compensation in the manner as provided under the Act within the period mentioned in 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 (presently being State Bank of India PLR plus 2% per annum) for every month of delay, till the handing over the possession of the Apartment / Unit.

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

The Land Owner and the Promoter hereby respectively represent and warrant to the Allottee as follows:

- (i) The Land Owner has absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Land Owner already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Apartment / Unit released from any such mortgage and/or charge, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Apartment / Unit free of all such mortgages and charges created by the Promoter.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment / Unit;

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment / Unit are valid and subsisting and have been obtained by following due process of law. Further, the Land Owner and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, the Building and Units and common areas;
- (vi) The Land Owner / Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;
- (vii) The Land Owner / Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment / Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Land Owner / Promoter confirm that the Land Owner / Promoter are not restricted in any manner whatsoever from selling the said Apartment / Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment / Unit to the Allottee and the common areas to the Association of the Allottees (upon the same being registered);
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;
- (xi) The Promoter / Land Owner have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the possession of the Apartment / Unit is offered to the Allottee in terms hereof;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) That the said Property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide the Bare Shell of the Apartment / Unit to the Allottee within the time period specified. For the purpose of this clause, Bare Shell shall mean that the Apartment / Unit shall be the High Side of all the utilities connected to the said flat and the common areas and the carparking spaces complete in all respects subject to the other provisions hereof;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this agreement and there is Default by promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones, if any, to the Promoter as demanded by the promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee 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; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment / Unit, along with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) within the period mentioned in the Rules;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum), for every month of delay till the handing over of the possession of the Apartment / Unit, which shall be paid by the Promoter to the Allottee within the period mentioned in the Rules.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment / Unit in favour of the Allottee and refund the amount money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the Allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and shall be made out of the amounts received by the Promoter against sale of the Apartment / Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.
- (iii) In case the Allottee fails to execute and register the Deed of Cancellation, as aforesaid, the Sale Agreement shall be deemed to have been cancelled and the payment due to the Allottee, if any, shall be held by the Promoter and upon the Allottee executing and registering the Deed of Cancellation, the payment shall be released in favour the Allottee and such payment when withheld by the Promoter shall not carry any interest.

10. **CONVEYANCE OF THE SAID UNIT**

The Land Owner / Promoter on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment within 3 (three) months from the issuance of the completion / occupancy certificate, as applicable. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

The Common Areas and Installations are intended to be transferred by the Promoter and the Land Owner in favour of the Association, of which the Allottee shall be a member, as mandated by law, and the Allottee hereby consents to the same and the Allottee and all other allottees shall do all acts deeds and things in connection therewith and bear and pay all stamp duty registration fees and other charges proportionately, if and as applicable. The Allottee and the other allottees shall keep the Promoter and the Land Owner fully indemnified with regard to the aforesaid provisions.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority (ies). All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter and the Land Owner saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter or the Land Owner.

Land Owner's Confirmation: The Land Owner has been made party to these presents to confirm the Allottee that the Land Owner shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the Apartment / Unit in favour of the Allottee or the Association (as applicable) without claiming any additional consideration from the Allottee. The Land Owner's obligation is limited to transfer of land comprised in the said Premises in terms of the Development Agreement, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

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

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the said Premises to be carried out in favour of the Association or else, then the deed of conveyance in respect of the said Apartment / Unit shall be so executed and registered by the Promoter and Land Owner in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in the said Premises, as applicable). The cost of stamp duty and registration fees etc., will be borne and paid by the Allottee proportionately.

11. MAINTENANCE OF THE SAID BUILDING / UNIT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

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

12. DEFECT LIABILITY

It is agreed that in case any structural defect relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue the completion certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation as provided under the Act.

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

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

The Allottee hereby agrees to purchase the Apartment / Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. **RIGHT TO ENTER THE UNIT FOR REPAIRS**

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

15. **USAGE**

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

16. **COMPLIANCE WITH RESPECT TO THE UNIT:**

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment / Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment / Unit, and keep the Apartment / Unit, 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 Tower / Building is not in any way damaged or jeopardized.

- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, Building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment / Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment / Unit.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

18. The Allottee / Purchase has agreed to purchase the apartment / unit in a Bare Shell situation. The allottee agrees to abide by the fit-out guidelines and carry out the interior works in the said unit in conformity with such guidelines which will be handed over to the purchaser simultaneously with the handover of the shell flat for fit-out.

19. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the

building plan has been approved by the competent authority (ies) except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

20. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

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

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

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

21. **BINDING EFFECT**

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

registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever but after deduction of Processing Fee as mentioned in the application form.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar / Sub-Registrar, as applicable. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

30. NOTICES

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

31. **JOINT ALLOTTEES**

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

32. **GOVERNING LAW**

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

33. **DISPUTE RESOLUTION**

All or any disputes arising out 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.

[The other terms and conditions are as per the contractual understanding between the parties; however, the 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 there under].

33.1 ARBITRATION:

(a) Disputes to be settled by Arbitration: Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be referred for arbitration to an arbitral tribunal comprising of three individuals, one arbitrator each to be appointed by the Developer and the Purchaser and the third to be appointed by the two arbitrators so appointed by the Developer and the Purchaser and the same shall be adjudicated and settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- (b) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
- (c) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.
- (d) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (e) **Summary Proceedings and Interim Awards:** The arbitral tribunal shall have the right to proceed summarily and to make interim awards.

33.2 **JURISDICTION:** Courts having territorial jurisdiction and the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove

34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Apartment / Unit in terms hereof and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Apartment / Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Apartment / Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (Twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Land Owner and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter a fee / charge of @ 4% of the sale consideration or such fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute

discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) The Allottee shall be entitled to have transfer of the said Apartment / Unit in his own favour or in favour of his nominee Provided That in case the Allottee shall require the transfer to be made in favour of his nominee then the Allottee shall be bound to pay to the Promoter a fee / charge as shall be made applicable by the Promoter from time to time and similar fee shall be payable for all subsequent nominations AND in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to free approval by the Promoter who shall be entitled to refuse such approval without assigning any reason;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Apartment / Unit before possession of the said Apartment / Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

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

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

35. **OTHER PROVISIONS:**

- 35.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment / Unit) nor do anything whereby the construction or development of the Said Premises or the said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owner are restrained from construction of the Said Premises and/or transferring and disposing of the other units / apartments / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Owner may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owner for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owner or any of them.
- 35.2. Save the said Apartment / Unit and the common right to use the Common Areas and Installations in terms of this agreement, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units / Apartments and spaces or store-rooms or constructed or open areas or parking spaces at the said Premises or the Project / Said Premises or the Building thereat.
- 35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain units may have the exclusive open to sky Terrace / Gardens attached to their respective units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.4 The Allottee shall within 3 (three) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Apartment / Unit in the records of the concerned authorities.
- 35.5 The rights of the Allottee in respect of the said Apartment / Unit under this agreement can be exercised only upon payment of all

moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.

- 35.6 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.
- 35.7 In relation to Clause No.7.2, it is agreed and clarified that even prior to completion of the said Apartment / Unit in the manner aforesaid, in case the Allottee desires to simultaneously carry out its fit-outs therein, then the Allottee may be permitted to carry out the same if the Promoter agrees to the same, and in such event the Allottee shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder prior thereto. During such fit-out period, the Allottee shall be liable for payment of charges for various utilities like electricity generator water lifts etc., as be determined by the Promoter.
- 35.8 In relation to Clause No.7.3, it is further agreed and clarified that in case the Allottee fails or neglects to take possession of the said Apartment / Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @Rs. 50/- (Rupees Fifty only) per Square Foot per month of the Maintenance Chargeable area of the said Apartment / Unit, plus GST (if applicable), from the Deemed Date of Possession /Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.
- 35.9 In relation to Clause No.7.5 it is agreed and clarified that where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount and interest and compensation, as applicable, with applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after sale of the said Apartment / Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 35.10 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or

part with possession of the said Apartment / Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

- 35.11 The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the premises and also the covered spaces in the Building (including Mechanical carparking spaces and car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- 35.12 Save the said Apartment / Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.13 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.14 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of

the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

- 35.15 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Apartment / Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.16 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment / Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Apartment / Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.17 The Promoter will be at liberty to create further mortgages and/or charges and/or create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter, as applicable, assure to have the said Apartment / Unit released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Apartment / Unit free of all such mortgages and charges created by the Promoter.
- 35.18 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and also the provisions of West Bengal Apartment Ownership Act, 1972, including for vesting / transfer of the title / interest in respect of the Common Areas and Installations, if proportionate share thereof is held by the Allottee herein, in favour

of the Association as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owner fully indemnified with regard to the aforesaid provisions.

35.19 The Allottee shall be and remain responsible for and indemnify the Land Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of 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 Land Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owner and 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.

35.20 The mechanical parking installed at any place in the said Premises, shall be run / managed maintained and upkept by and at the costs and expenses of the allottees thereof.

35.21 The Project at the said Premises shall bear the name "**Tirumani@Lansdowne**" unless changed by the Promoter from time to time in its absolute discretion.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

**SIGNED AND DELIVERED BY THE WITHIN NAMED
LAND OWNER:**

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee:** (including joint buyers)

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES

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

All That the Municipal Premises No.11/4, Sarat Bose Road, P. S. Bhawanipur, Kolkata – 700020, within Ward No.70 of The Kolkata Municipal Corporation, having a land area of **31.95 cottahs** more or less, and butted and bounded as under and bordered “**RED**” in the map or plan hereto annexed:

On the North: By a Passage;
 On the East: By a Municipal road popularly known as Sarat Bose Road;
 On the West : By Premises No.2/1, Elgin Road, Kolkata; and
 On the South: Partly by passage of Premises No.15D, Sarat Bose Road, Kolkata and thereafter by premises No.15B and 15B/1, Sarat Bose Road, Kolkata and partly by premises No.15A, Sarat Bose Road, Kolkata;

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

THE SECOND SCHEDULE ABOVE REFERRED TO: **(said APARTMENT / UNIT)**

All That the **Residential Flat / Apartment bearing Unit No.** _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ **Square Feet**) and **Maintenance Chargeable Area** being _____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ side on the _____ **floor** of the Building at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in “**Red**” **TOGETHER WITH** an attached triple height terrace admeasuring _____ sft. **AND ALSO TOGETHER WITH** _____ numbers of carparking spaces in the Mechanical Carparking Block installed in the open space and _____ numbers carparking space in the Mechanical Carparking Block installed in the Ground Floor of the Building and _____ number carparking spaces in the Upper Basement and _____ number carparking spaces in the Lower Basement.

**THE THIRD SCHEDULE ABOVE REFERRED TO:
PART-I
(Common Areas and Installations)**

1. Land comprised in the said Premises;
2. Entrance and exit gates of the said Premises;
3. Landscaped Paths passages and driveways in the said Premises other than those reserved by the Developer for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer for their exclusive use.
4. A tall height Entrance Lobby.
5. Reserved space in the open compound of the complex for parking of 4 (four) motor cars for visitors to the flat holders and the Residents' Club.
6. All staircases of the building complex (excluding those within duplexes)
7. Ultimate roof of the block with decorations and beautification.
8. Residents' Club in the complex with well-equipped gymnasium and spa, swimming pool, yoga room, message room, card's room, T.V. lounge etc.
9. Landscaped Garden at designated areas of the said Premises.
10. There will be 2 (two) passenger lifts and one Goods/ stretcher lift along with lift shafts and the lobby on typical floors and a Lift Machine Room (if provided).
11. Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent quantum mentioned herein and/or in the other Units during power failure.
12. Effective Fire fighting system designed to detect and fight fire
13. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
14. Latest high capacity Iron removal plant for supply of safe Iron free water
15. Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there-from connecting to different flats.
16. Underground water reservoir with a pull-on pump installed thereat.
17. Waste water and sewerage evacuation pipes from the Units to drains and sewers common to the building and from there to the Sewage Treatment plant installed at the basement; the treated water will be recycled for flushing and landscape irrigation purpose.
18. Common toilets in the Ground Floor
19. Fire pump Room

20. Garbage Chute evacuating in the Garbage Room.
21. Requisite arrangement of Intercom/ EPABX with connections to each individual flat from the reception in the ground floor.
22. Boundary Walls
23. Driver's waiting room in the complex;

PART-II
(Specifications of Apartment / Unit construction)

Sl. No.	Heading	Specifications for the units
1	FOUNDATION	R.C. foundation resting on cast-in-situ reinforced concrete bored piles complying with IS-2911
2	SUPERSTRUCTURE	Reinforced concrete framed structure using minimum M30 grade concrete complying with IS-456 /IS 1893/ IS 13920 and Fe 500 Steel reinforcement complying with IS-1786
		RCC structure designed for the highest seismic consideration against zone III as stipulated by code, ensuring better safety
3	WALLS	
	(a) External Walls	Common Clay bricks/Fly Ash bricks / or reinforced concrete walls
	(b) Internal Walls	Common Clay bricks/Fly Ash bricks / and / or reinforced concrete walls only for common areas. No internal wall will be provided within the unit except for any Reinforced
4	ULTIMATE ROOF	Reinforced concrete roof with appropriate waterproofing
5	CEILING	

Sl. No.	Heading	Specifications for the units
	(a) Living, Dining, Entrance Foyer, Bedrooms, Study, Servants Quarter, Store and other areas	Bare Shell
	(b) Kitchen, Bathrooms, W.C	Bare Shell
	(c) Lift lobby	Standard POP / Gypsum/Cement Fiber Board with or without drops and finished in enamel paint
	(d) Car Park Areas	Cement & Sand Plaster finished in Cement Paint
	(e) Staircases, M & E services rooms/ shaft and utilities	Cement & Sand Plaster with neat POP punning. Staircases will be finished with two coats of enamel Paint.
6	FINISHES –WALLS WITHIN APARTMENT UNITS	
	(a) Living, Dining, Bedrooms, Study, Entrance Foyer, Store and other areas	Bare
	(b) Kitchen, Bathrooms, W.C	Bare
	(c) Servants Quarter	Bare

Sl. No.	Heading	Specifications for the units
7	WALL- EXTERNAL	Cement & Sand Plaster with cement paint and / or texture finish/ or Weather shield paint finish with Windows as per architectural drawings at designated areas. In the event of all concrete finish to the exterior walls, these will be similarly finished.
8	WALL- INTERNAL	
	(a) Corridors, Staircases, Landing and other areas	Cement & Sand Plaster with neat POP punning finished in two coats of enamel Paint
	(b) Car Park Areas	Cement & Sand Plaster finished in Cement Paint
	(c) Ground Floor Entrance Lobby	Cement & Sand Plaster finished in combination of neat POP punning, texture paint and Marble or Timber / imported marble / Granite cladding at designated areas
9	FLOOR- FOR APARTMENT UNITS	

Sl. No.	Heading	Specifications for the units
	(a) Entrance Foyer, Living and dining	Bare
	(b) Bedrooms, Study and internal staircase	Bare
	(c) Master Bedroom	Bare
	(d) Bathrooms, W.C	Bare
	(e) Kitchen	Bare
	(f) Store and Servants Quarter	Bare
10	FLOOR- COMMON AREAS	
	(a) Staircases including landings and corridors at car park level, and typical floors	(a) Finished in polished Green Marble/ Kota
	(b) Lift lobby/ Vestibule	(b) Quality imported marble with matching skirting with or without inlay works at designated areas with timber or akin paralleling as is designed by the Interior Designer
	(c) Other common areas	(c) Screed concrete

Sl. No.	Heading	Specifications for the units
11	WINDOWS	(a) Standard section of Anodized/Powder Coated Aluminum / UPVC casement/sliding type with clear toughened glass inserts matching fittings and will be provided with guard bars/guard rails
12	FITTED DOORS	Entrance Door- Salwood frame with 35mm thick flush shutter having spirit polish teak veneer finished on both faces The shutter will be hung with stainless steel / brass hinge. Entrance door shall have night latch, door knocker and a magic eye. No other doors will be provided for within the Unit
13	SANITARY WARES	Bare Unit- No Fitting will be provided
14	CP FITTINGS	Bare Unit- No Fitting will be provided
15	PIPING SYSTEM	Dual piping system plugged at the shaft entry of the unit
16	KITCHEN	No internal piping will be provided
17	TV / TELEPHONE POINTS	Compatible wiring within the electrical shaft and a junction Box kept at the flat entry which can be hooked up to a cable television network.
18	LIGHTNING PROTECTION	Lightning Protection-In compliance with IS 2309
19	WATER PROOFING	Water proofing to floors of Kitchen, Bathrooms, W.C., Balcony, Planter Boxes, Terraces, Landscape Deck, Ultimate Roof and Open terraces

Sl. No.	Heading	Specifications for the units
20	DRIVEWAY	(a) Reinforced concrete work or a combination of pavers and concrete for car-park / driveway
		(b) Stone and/or paver block
		(c) Duly finished greeneries at designated places around driveway
21	AIR CONDITIONING	Outdoor of VRV Machines of matching capacity and fully fitted to the club Banquet and the entrance lobby. The air conditioning to the flats will be done by the Unit Owner
22	FIRE SUPPRESSION & DETECTION	(a) Provision of adequate fire fighting system with wet risers and fire Sprinklers connected to Fire Reservoir.
		(b) Evacuation points and refuge platforms for human safety as per regulation
		(c) Smoke detectors and fire sprinklers in common areas and flats.
		(d) Public Address system at all floors
23	ELECTRICAL WIRING & FITTINGS	Electrical Power would be provided at the DB of the said unit
		(h) Provision for Connection of Intercom / EPAX with the Reception & Security, and with all other apartments of the complex.

Sl. No.	Heading	Specifications for the units
24	POWER & BACKUP	(a) 24 x 7 Power Backup
		(b) Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1 (one) Watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.
		(c) Instant change over between mains and auto synchronised DG set
25	SECURITY	(a) CCTV monitoring for all common areas
		(b) Video door phone at the entrance of the flat.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

- 1. MAINTENANCE: (Both periodical and annual)** All costs and expenses of maintaining repairing redecorating and renewing (including Painting) etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Buildings and enjoyed by the Allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. OPERATIONAL:** All expenses (including AMCs) for running and operating all machines equipment and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipment and accessories, CCTV, Security Systems, Façade Lighting, BMU, Bus Riser, Deep Tube Well, STP, WTP, Reverse Osmosis Plant, Aviation Light, Back up/

Emergency Lighting (UPS and Inverter), BMS Lighting, Accessories, BMU, Access Control Devices, RFID & Biometric Machines together with other Equipment and accessories in or for the Residents' Club or the air- conditioned hall etc., if and as applicable) and also the costs of repairing, renovating and replacing the same.

3. **STAFF:** The salaries of and all other expenses of the outsourced and/or pay roll staffs to be employed to operate and maintain the Common Areas including salaries / contractual payments for cleaning staff, F & B staff, operators for the WTP, STP, façade maintenance, Fireman and staff for the club and for common purposes (viz. security, electrician, maintenance person(s), caretaker, plumber, administration, person(s), accountant, clerk, gardeners, sweepers, liftmen etc.) including their annual perks.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, (If levied) in respect of the common areas of "Tirumani@Lansdowne" or the said premises' (save those assessed separately in respect of any independent unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said building "Tirumani@Lansdowne" or the 'said premises', and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion and other risks, if insured.
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges Incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

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

Head	Price
(i) Apartment No. _____, Floor _____; Carpet Area _____; Built-up Area _____; Maintenance Chargeable	Rs. _____

Area _____;	
(ii) Servant Quarter / Store / Utility Room / exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(ii) _____ number and _____ type Car parking at the _____ level;;	Rs. _____
	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Less : Discount (if any)	Rs. _____
Total:	Rs. _____

(Rupees _____) only

Note: GST is based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART-II **(Installments / Payment Plan)**

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

PAYMENT SCHEDULE:

Event	Stages of Payment/Installment
Booking Amount	10% of the Consideration (including Initial Booking Amount, if any)
On Agreement	10% of the Consideration (including Booking Amount)
On commencement of construction	10% of the consideration
On casting of the roof on the ground floor	10% of the consideration
On casting of the roof on the 5 th floor	10% of the consideration

On casting of the roof on the 10 th floor	10% of the consideration
On casting of the roof on the 15 th floor	10% of the consideration
On casting of the ultimate roof of the building	10% of the consideration
On installation of all the lifts	10% of the consideration
Date of Possession / Date of Commencement of Liability	10% of the consideration

PART-III (TDS)

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

PART-IV (EXTRA CHARGES AND DEPOSITS)

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

Extra Charges:

- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Apartment / Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the said Project in addition to those mentioned herein, payable before the work is commenced by the Promoter. It is further clarified that if by reason of such

additional work any delay is caused in completion of construction of the said Apartment / Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Apartment / Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.

- ii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Apartment / Unit (if applicable) and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Apartment / Unit shall be that of the Allottee.
- iii) Legal Documentation Charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs.**5,00,000** (Rupees Five Lacs) only, out of which **50%** shall be paid by the Allottee at or before the execution hereof and the balance 50% on or before the Possession Date / Deemed Date of Possession or the date of execution of the sale deed in respect of the said Apartment / Unit, whichever be earlier. In addition to the said fees, the Allottee shall also be liable for payment of GST thereon, if and as applicable. In addition to the abovesaid fees, the Allottee shall make payment of Miscellaneous Charges (including commission fees, copywriting charges etc.) for registration.
- iv) Rs.50,000/- (Rupees Fifty Thousand) only towards formation of Association.
- v) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said

Apartment / Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

- vi) Betterment fees, development charges and other levies taxes duties and statutory liabilities, Goods and Service Tax, other government taxes duties levies and impositions by whatever name called that may be charged on the said Premises or the said Apartment / Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Purchaser within 7 days of the demand being made by the Promoter.

Deposits (Interest Free):

A sum of Rs.200/- (Rupees Two Hundred) only per sq. ft. towards advance maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**);

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- i) One Asit Kumar Ghosh (since deceased) who was a Hindu governed by the Dayabhaga School of Hindu Law was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to various immovable properties in and around Kolkata, including the said premises being Municipal Premises No. 11/4, Sarat Bose Road, P. S. Bhawanipore, Kolkata 700020, **TOGETHER WITH** the building and structures standing thereon.
- ii) The said Asit Kumar Ghosh died a bachelor on 18th November 1994 after making and publishing his Last Will and Testament dated 28th September 1994 whereby and whereunder he appointed Pallav Kumar Banerjee (since deceased), Sunil Krishna Ghosh and Pradip Kumar Ghosh as his executors and/or trustees and by and under the said Will he gave bequeathed and demised amongst others also, the said Premises, equally to Smt. Smriti Rani Mitter and Sri Pradip Kumar Ghosh.
- iii) The said Last Will and Testament further provided that after providing for various legacies as provided for in the said Will, the rest of the properties including the said Premises, would absolutely and forever belong to Smt. Smriti Rani Mitter and Pradip Kumar Ghosh in equal shares.

- iv) After the death of Asit Kumar Ghosh, the Executors named in the said Last Will and Testament filed an application in the High Court at Calcutta in its Testamentary and Intestate jurisdiction, being PLA No. 257 of 1997, for grant of probate.
- v) On 7th December 1999, during the pendency of the said application for probate, Pallav Kumar Banerji (one of the Executors in the said Last Will and Testament) died leaving Sri Sunil Krishna Ghosh and Sri Pradip Kumar Ghosh as the Surviving Executors.
- vi) On the basis of the said application for probate, the Hon'ble High Court at Calcutta was pleased to grant a Probate of the aforesaid Will on 25th April, 2000.
- vii) Sri Sunil Krishna Ghosh one of the Executors named in the said Last Will and Testament by a letter dated 31st October, 2003 resigned as an Executor in view of his advanced age and as such ceased to act as an Executor and in pursuance of the same an application was made being G.A. No. 2486 of 2004 in the Hon'ble High Court at Calcutta wherein His Lordship the Hon'ble Justice Subhro Kamal Mukherjee by an order dated 14th July, 2004 was pleased to discharge the said Sunil Krishna Ghosh from acting as an Executor under the said Last Will and Testament.
- viii) In view of what is stated hereinabove, the said Pradip Kumar Ghosh became the sole Surviving Executor under the said Last Will and Testament of Asit Kumar Ghosh.
- ix) The Executor, not having assented in favour of the legatees in respect of the said Premises till execution of the Deed of Conveyance dated 30th November 2007 hereinafter recited, was thus having legal title to the said Premises.
- x) Asit Kumar Ghosh had during his lifetime granted a lease of the said Premises in favour of Northern Properties Ltd. by an Indenture of Lease dated 14th August 1972 commencing from 15th August 1972 to continue until 14th August 2071. The said Lease was registered with the office of the Registrar of Assurance, Calcutta in Book No. I, Volume No. 155 pages 110 to 122 as being No. 4490 for the year 1972 The said Lease was duly surrendered by the said Northern Properties Ltd and the said surrender was duly recorded in a Deed of Surrender dated 16th July 2004 and duly registered at the Office of ARA-I, Kolkata in Book No. I, Volume No. I, pages 1 to 13, as deed No. 05296 for the year 2004.

- xi) Asit Kumar Ghosh filed a Title Suit No. 144 of 1974 in the Court of the 4th Civil Judge (Jr. Division) at Alipore for recovery of possession of the said Premises against Mr. E. George Hartley, the tenant of the said Premises which suit was decreed *exparte* on 11th September 1975. In the year 1976, the said decree was put into execution being Title Execution Case No. 15 of 1976 in the Court of the 4th Civil Judge (Jr. Divn.) at Alipore.
- xii) By a Deed of Conveyance dated 30th November 2007, made between the said Pradip Kumar Ghosh, Executor to the Estate of Late Asit Kumar Ghosh under his said Last Will and Testament dated 28th September, 1994, therein called the Vendor of the First Part, Smt. Smritirani Mitter and Pradip Kumar Ghosh therein jointly called the Confirming Parties of the Second Part and the Owner herein (**Tirumala Projects Private Limited**) therein called the Purchaser of the Third Part and duly registered with the ARA-I, Kolkata in Book No. I, Volume No.11, Pages 6593 to 6613 as Being No. 05064 for the year 2012, the Vendor thereto for the consideration therein mentioned granted sold conveyed transferred assigned and assured **All That** the said Premises unto and to the Owner herein (**Tirumala Projects Private Limited**) and the Confirming Parties thereto confirmed the same.
- xiii) The said Title Execution Case No.15 of 1976 in the Court of the 4th Civil Judge (Jr. Divn.) at Alipore has since been disposed off vide Order of the Ld. Judge dated 26/11/2009 after possession of the said Premises was duly handed over to the Owner (Decree-Holder) by the Court Bailiff on 13.11.2009.
- xiv) So as to ensure that the students studying in the School are not disturbed midway by execution of the decree by a Deed of Lease dated 12th November 2011 registered with the ARA-I, Kolkata in Book No. I, CD Volume No.21, Pages 8632 to 8544, Being No. 09808 for the year 2011, the Owner herein leased out the structures at the said Premises, save and except one room on the south-eastern corner of the said Premises, to Hartley Higher Education Trust, for a term of 5 (five) years commencing on and from 13th November 2011, at the rent and on the terms and conditions therein contained.
- xv) By a Deed of Surrender dated 30.01.2021 and registered with the office of ARA-III Kolkata in Book No. I, Volume No.1903-2021 Being No.190301143 for the year 2021, the Lessee Hartley Higher Education Trust recorded having quit, given up, surrendered and relinquished all its leasehold estate rights and interest in Premises No.11/4, Sarat Bose Road, Kolkata and also agreed to deliver

peaceful vacant possession of the demised premises to the owner on or before 30th June 2021.

- xvi) Apropos the Deed of Surrender the said Hartley's Higher Education Trust relocated its school and/or teaching premises at Premises No. 56C Garcha First Lane.
- xvii) On application being made, The Kolkata Municipal Development Authority (KMDA) amended in its records by changing and/or amending the address of Hartley's Higher Education Trust from the said premises to premises No. 56C Garcha Road, Kolkata 700019 and the final notification was duly published in the Kolkata Gazette on 25th June 2024.
- xviii) That the said premises is affected by a 100 ft. (30 mtrs.) wide proposed road widening alignment proposed by The Kolkata Municipal Corporation and That the Owner while getting the Building Plan sanctioned has committed to The Kolkata Municipal Corporation that in the event of the said proposed road alignment being made affective and/or implemented the owner shall gift to The Kolkata Municipal Corporation a strip of land having a varying width of 8 ft. 4 in. (2.503 mtrs.) to 7 ft. 3 in. (2.199 mtrs.) from the existing Property Line and it was basis this declaration that the Municipal Authorities have granted the Building Permit.
- xix) The owner in obedience of the requirements of the Building Rules have by and in terms of a Deed of Gift dated 6th December 2024 and duly registered with the Office of Addl. Registrar of Assurances IV, Kolkata in Book No. I Volume No.1904-2024, Pages 913922 to 913932 as Deed No. 190418295 for the year 2024 gifted a splayed corner portion containing an area of 32 sft. (2.933 sq. mt.) and lying situate on the North Eastern corner of the said premises and accordingly the area of the said premises stands reduced to 2137.535 sq. mt.
- xx) On application being made, The Kolkata Municipal Corporation has granted a Building Permit No. 2024080107 dated 31.01.2025 for construction of a double basement ground + 21 storied building at the said premises.

Annexure "A"

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

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PREMISES** shall mean **All That** the Municipal Premises No.11/4, Sarat Bose Road, P. S. Bhawanipur, Kolkata – 700020, within Ward No.70 of The Kolkata Municipal Corporation, having a land area of **31.95 cottahs** (more or less (fully described in the **First Schedule**).
- iv) **PROJECT AND/OR BUILDING** shall mean and include the New Residential Building named "**Tirumani@Lansdowne**", proposed to be constructed by the Promoter at the said Premises, having 2 (Two) Basements, a Ground Floor and 21 (Twenty One) Upper Floors and containing several independent and self-contained Flats / Apartments and/or Units, parking spaces and other areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same;
- v) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers / owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owner and taken possession of any Apartment / Unit in the said Premises.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Apartment / Unit, exclusive greens / gardens attached to any particular Apartment / Unit, all Parking Spaces and other open and

covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter and the Owner shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.
- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Apartment / Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Apartment / Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- ix) **UNITS** shall mean the independent and self-contained flats / apartments and/or Units, other constructed areas (capable of being independently and exclusively used and enjoyed) at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / servant quarter(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto, which Common Areas and Installations are to be transferred to the Association as mandated by law.
- x) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building at the Premises, Basement at the said Premises, and also the Multi-Level and Mechanical Car Parkings under the building or covered by glass/awning/shed, as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles.

- xi) **CARPET AREA** according to the context shall mean the net usable floor area of any Apartment / Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment / Unit;
- xii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Project (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Apartment / Unit).
- xiii) **CHARGEABLE / MAINTENANCE CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Apartment / Unit **AND** shall include the proportionate share of the areas of the common areas in the Project and the Premises, attributable to such Apartment / Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Maintenance Chargeable Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Apartment / Unit agreed to be purchased by the Allottee.
- xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Built-up Area of the said Apartment / Unit may bear to the Built-up Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Apartment / Unit).
- xv) **SAID APARTMENT / UNIT / FLAT** shall mean the **Residential Flat / Apartment / Unit No. _____** on the _____ floor of the Building to be constructed at the said Premises morefully and particularly mentioned and described

in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE and wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Apartment / Unit **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

- xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 2nd February, 2021 and registered with the Additional Registrar of Assurances-I, Kolkata in Book-I, Volume No.1901-2021, Pages 98067 to 98134 Being No.190101402 for the year 2021, whereby the Land Owner appointed the Promoter as the developer of the said Premises and shall include amendment (if any) made in writing by the parties;
- xvii) **ASSOCIATION** shall mean any Association or Registered Society of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xix) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Apartment / Unit after fulfilling all his liabilities and obligations in terms of this agreement or 15 days after issue of notice by the Promoter to the Allottee to take possession of the said Apartment / Unit in terms of the said clause 7.2 and its sub-clauses irrespective of whether the Allottee takes actual physical possession of the said Apartment / Unit or not, whichever be earlier.

- xx) **ARCHITECTS** shall mean Architects Subir Basu of 4, Broad Street, Kolkata 700019 or such other Architects as may be appointed by the Promoter from time to time for the Project;
- xxi) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 2nd Floor, Kolkata 700001 appointed for the said Project at the said Premises;
- xxii) **PLAN** shall mean the plan for the time being sanctioned by the vide Building Permit No. 2024080107 dated 31.01.2025 for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.

The Allottee also agrees and consents to the fact that in case at any time additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

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

respective heirs legal representatives executors and administrators;

- (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the Units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
 - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association, as the case may be;
 - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
 - (d) to use their respective Flats / Apartments only for private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
 - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.

- (f) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
- (i) not to claim any right title or interest whatsoever or howsoever over any unit or portion in the said Premises save their respective units.
- (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
- (k) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (l) not to alter the outer elevation of the Building or the Project or any part thereof nor decorate the exterior thereof otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages, common shaft or duct or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.

- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment / Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building / Project and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Apartments / Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Apartments / Units to any other owner of Apartment / Unit in the Building and none else.
- (q) In case any Open Terrace be attached to any Apartment / Unit, then the same shall be a property / right (as applicable) appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Apartment / Unit owned by such Allottee in the said Project);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.

- (r) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Apartment / Unit, to any person, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Apartments / Units to any other owner of Apartment / Unit in the Building / Project and none else;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user

and maintenance of the parking spaces in the said Project and the said Premises.

- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter, the Owner and the Maintenance In-Charge with regard thereto.
- (s) In the event any Allottee has been allotted any store room, whether jointly with the Apartment / Unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such store room only for the purpose of storage and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store room, independent of his Apartment / Unit;
 - (iii) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the store room.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Promoter and the Association with regard thereto.
- (t) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their respective units.
- (u) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.

- (v) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said Premises including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Promoter and the Owner saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- (y) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Municipal Authority, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owner in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall

indemnify and keep the Promoter and the Owner and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.

- (z) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective Units, as may be permissible, in the records of the concerned authorities.
- (aa) not to fix or install air conditioners in their respective Apartments / Units save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.500 per sq. ft., of the Carpet Area of such Allottee's Apartment / Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Apartments / Units approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Apartments / Units.
- (bb) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Apartment / Unit which in the opinion of the Promoter or the Association differs from the colour scheme of the Building or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the Building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs. _____ per sq. ft. of the Carpet Area of such Allottee's Apartment / Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Association, the actual costs, charges and expenses plus 50% (Fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Apartment

/ Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.

- (cc) not to make in the Apartment / Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable for costs and consequences thereof, under civil criminal municipal and other laws, and shall indemnify the Promoter and the Owner for all losses damages costs claims expenses dues charges demands actions consequences and proceedings suffered or incurred by the Promoter or the Owner or any of them.
- (dd) to bear and pay and discharge exclusively the following expenses and outgoings, with effect from the Deemed Date of Possession / Date of Commencement of Liability:-
 - i) Municipal rates and taxes and water tax, (if any), assessed on or in respect of their respective units directly to Municipal / Concerned Authority Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the authority proportionate share of all such rates and taxes assessed on the Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owner and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the

Maintenance In-charge shall be liable to pay the same to CESC Limited.

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Apartment / Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. 7/- (Rupees Seven) only_ per square foot per month of the Maintenance Chargeable Area of their respective units, with the Maintenance Chargeable Area of the said Apartment / Unit being _____Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and/or the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
 - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
- (ee) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owner and/or the Association from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be

made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment / Unit or in the letterbox earmarked for the said Apartment / Unit.

3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment 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 Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the said Apartment / Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Apartment / Unit;
 - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Apartment / Unit.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity,

etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owner responsible for the same in any manner whatsoever.

DATED THIS _____ DAY OF _____
20_____

BETWEEN

MANI MOTI REALTORS LLP
... PROMOTER / DEVELOPER

AND

TIRUMALA PROJECTS PRIVATE LIMITED
... OWNER / LAND OWNER

AND

... ALLOTTEE / PURCHASER

AGREEMENT FOR SALE

(Apartment / Unit No. _____ on the
_____ Floor in the Building in the
Project " _____")

SARAOGI & COMPANY

Advocates

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