

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on this _____ day of _____, 2026 (Two Thousand Twenty Six),

BY AND BETWEEN

(1) **SHRI KAMALENDU BANERJEE** (having Income Tax PAN BXGPB4761B and AADHAAR NO. 9252 2104 3741), Son of Late Nihar Ranjan Banerjee, by Nationality – Indian, by Faith – Hindu, by Occupation – Retired, residing at 5/2, Jadavpur East Road, Post Office – Jadavpur University, Police Station – Jadavpur, District – South 24 Parganas, West Bengal, Pin – 700032, (2) **SMT. KRISHNA CHATTERJEE** (having Income Tax PAN ACRPC7371B and AADHAAR NO. 4686 7902 4232), Daughter of Late Kalidas Banerjee, Wife of Dr. Siba Prasad Chatterjee, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, residing at Mainak, P-17B, Ashutosh Chowdhury Avenue, Post Office – Ballygunge, SO, Police Station – Karya, District – South 24 Parganas, Pin – 700019, (3) **SMT. RATNA ACHARYYA CHAUDHURI** (having Income Tax PAN AISPC6956F and AADHAAR NO. 4907 4442 9413), Daughter of Late Haridas Banerjee, Wife of Shri Nilanjan Acharyya Chaudhuri, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, residing at 202/12, N.S.C. Bose Road, Post Office – Naktala, Police Station – Netaji Nagar, District – South 24 Parganas, West Bengal, Pin – 700047, (4) **SMT. ANURADHA RAY** (having Income Tax PAN AEAPR8684M and AADHAAR NO. 2607 3736 6254), Daughter of Late Haridas Banerjee, Wife of Late A. S. Ray, by Nationality – Indian, by Faith – Hindu, by Occupation – Retired Teacher, residing at 656, Dakshinayan Apartment, Plot No. 19, Sector 4, Dwarka, Post Office and Police Station – Dwarka, District South West Delhi, PIN - 110078, (5) **SMT. SHARMILA CHAKRABORTY** (having Income Tax PAN AGPPC9720J and AADHAAR NO. 9570 5083 9320), Daughter of Late Haridas Banerjee, Wife of Shri Joydeb Chakraborty, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, residing at A802, Shakuntala, Manjalpur Naka, Manjalpur, Post Office – Vadodara HO, Police Station – Manjalpur, District – Vadodara, Gujrat, Pin - 390011, and (6) **ASR PROJECTS AND VENTURES LLP**, LLP Identification Number AAV-2350 Dated 24/12/2020, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025, having Income Tax Pan No. ABTFA7082L, within Post Office – Bhowanipur, Police Station – Bhowanipur, represented by its Authorised Designated Partner **Mr. Amitava Singha Roy** Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, Aadhaar No. 4902 8610 4063, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, hereinafter jointly and collectively hereinafter referred to as “OWNERS” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** and the Owners No. 1 to 5 herein duly represented by their lawful constituted attorney **ASR PROJECTS AND VENTURES LLP**, LLP Identification Number AAV-2350 Dated 24/12/2020, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025, having Income



Tax Pan No. ABTFA7082L, within Post Office – Bhowanipur, Police Station – Bhowanipur, represented by its Authorised Designated Partner Mr. Amitava Singha Roy Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, Aadhaar No. 4902 8610 4063, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, duly authorised vide registered Power of Attorney dated 04/03/2025, registered in the Office of District Sub Registrar II – South 24 Parganas, recorded in Book No. I, Volume No. 1602-2025, Page from 131023 and 131050, Being No. 160203155 for the Year 2025:

AND

ASR PROJECTS AND VENTURES LLP, LLP Identification Number AAV-2350 Dated 24/12/2020, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025, having Income Tax Pan No. ABTFA7082L, within Post Office – Bhowanipur, Police Station – Bhowanipur, represented by its Authorised Designated Partner Mr. Amitava Singha Roy Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, Aadhaar No. 4902 8610 4063, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, hereinafter referred to as the “PROMOTER” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership and their respective assigns) of the SECOND PART:

AND

(1) SHRI/SMT./MS. _____ (D.O.B _____), having Income Tax PAN _____, having AADHAAR No _____, Mobile No _____, son of _____, aged about _____ years, by Nationality - Indian, by faith - _____, by occupation - _____, residing at _____, P.O. _____, P.S. _____, District _____, PIN _____, AND (2) SHRI/SMT./MS. _____ (D.O.B _____), having Income Tax PAN _____, having AADHAAR No _____, Mobile No _____, son of _____, aged about _____ years, by Nationality - Indian, by faith - _____, by occupation - _____, residing at _____, P.O. _____, P.S. _____, District _____, PIN _____, hereinafter jointly and collectively called the “ALLOTTEES” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owners, the Promoter and the Allottee(s) shall hereinafter be either collectively referred to as “Parties” and/ or individually as “Party”.



A. DEFINITIONS – For the purpose of this Agreement for Sale, unless the context otherwise requires-

- (a) **ACT**- means the Real Estate (Regulation & Development) Act, 2016 and amendments thereto ;
- (b) **RULES** – mean the West Bengal Real Estate (Regulation & Development) Rules, 2021;
- (c) **REGULATIONS** – mean the regulations made under the Act;
- (d) **SECTIONS** – mean the sections under the Real Estate (Regulation & Development) Act, 2016;

All other words or the expressions used in this Agreement are defined in **Schedule -G** hereunder.

B. INTERPRETATION

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

WHEREAS:

A. The Owners, through the devolution of title more fully and particularly described in the **Part-I** of the **Schedule-A** hereunder written, became seized and possessed of and/or otherwise well and sufficiently entitled to **All that** the piece and parcel of Bastu homestead land admeasuring **6 (Six) Cottah** be the same a little more or less comprised in C.S. Dag No. 266, appertaining to Khatian No. 87, in Mouze – Ibrahimpore, J.L. No. 36, Pargana – Khaspur, Revenue Surbey No. 10, together with old dilapidated structure lying and situated at Municipal Premises No. 5/2, Jadavpur East Road, Kolkata 700032, Police Station previously Tollygunge and



at present Jadavpur, Additional District Sub Registration Office Alipore, lying within Municipal Ward No. 096 of Kolkata Municipal Corporation, Assessee No. 21-096-04-0023-9, (hereinafter referred to as the **said Property**) more fully described in the **Part-II** of the **Schedule -A** hereunder written, free from all encumbrances, charges, liens, lis pendense, acquisitions, requisitions, trusts of whatsoever nature.

B. By a Development Agreement dated 04th March 2025 and Supplementary Agreement dated _____ made between the Owners herein therein referred to as the Owners of the One Part and the Promoter herein therein referred to as the Promoter of the Other Part and respectively registered in the office of D.S.R.II South 24 Parganas at Alipore in Book No.I, Volume No. 1602-2025, Pages 138003 to 138076, Being No. 160203122 for the Year 2025, and in Book No. I, Volume No. _____, Pages _____, Being No. _____ for the Year 2026, the Owners have appointed the Promoter to develop the said Property at and for the consideration and terms and conditions mentioned therein (herein after collectively referred to as the said Development Agreement).

C. The Promoter has caused a building plan sanctioned by the Kolkata Municipal Corporation being Building Plan No 2025100176 dated 9/12/2025 for construction of a Ground plus Four (G+4) storied building (herein after referred to as the **said Plan**), having independent residential apartments and covered/open car parking spaces (hereinafter referred to as the **said Project**) at the said Property after demolishing the existing structure thereon. The Promoter agrees and undertakes that it shall not make any further changes to these layout plans except in strict compliance to the prevailing Act and other laws as applicable.

D. In pursuance of the said Plan the Promoter has at its own costs and expenses commenced construction of the said Project at the said Property.

E. The Kolkata Municipal Corporation has acknowledged the receipt of the letter of the Promoter dated _____ informing the commencement of construction at the said Property vide its acknowledgement bearing No. _____ dated the _____.

F. The Promoter has registered the said Project under the concerned provision of the Act and obtained the Registration Number under the said Act being RERA/S/KOL/_____/_____, from the Regulatory Authority under the Act.

G. During the construction of the said Project, the Allottee(s) has/have applied for allotment of a residential apartment in the said the Project vide Application No. _____ dated _____ and has/have been allotted Apartment No. _____ containing a Carpet Area of _____ Square Feet (Build-up Area whereof being _____ Square Feet (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) and Super Built Up Area being _____ Square Feet, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ on the _____ Floor of the Building named "_____" more fully mentioned in the **Part-I** of the **Schedule - B** written hereunder and shown in the **Plan** annexed hereto, duly bordered thereon in "Red" Colour to be constructed in accordance



to the Specifications as mentioned in the **Part-II** of the **Schedule-B** hereto and pro rata share in the Common Areas of the said Project more fully mentioned in the **Part-I** of the **Schedule-C** hereto

Together With a covered car parking space admeasuring **120 Sq. Ft.** on the Ground Floor of the building named "_____ " (exact location to be identified by the Promoter/Developer on or before the Deemed Date of Possession) more fully mentioned in the **Part-I** of the **Schedule-B** written here under

and right to enjoy **Common Amenities and Facilities** of the Project more fully mentioned in the **Part-II** of the **Schedule-C** hereto along with the right to enjoy the same in common to the other allottees (hereinafter collectively referred to as the "**said Apartment/Unit**").

H. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners in respect of and over the said Property , have been completed.

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

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

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

L. The Allottee(s) have been made aware and has/have unconditionally agreed that all the Allottee(s) of the Project, shall always have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project (as more fully detailed in **Part-I** and **Part-II** of **Schedule- C** hereunder). In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right, title and interest in the Said Apartment and the Allottee(s) hereby agree(s) to purchase the said Apartment.

M. It has been agreed by the parties that the Association of all the Allottees in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right, title and interest in the Said Apartment and the Allottee(s) hereby agree(s) to purchase the Said Apartment.

O. The Allottees/Purchasers has examined and got himself fully satisfied about the title of the Land Owners to the said Property and all legal incidents and matters in relation thereto and/or



(vi) Build Up/Covered Area	 sq.ft.
(vi) Exclusive Balcony Area	 sq.ft.
(vii) Super Build Up Area	 Sq. Ft.
(vii) One number Covered type Car parking space at Ground Floor level	135 Sq. Ft
Total Price:	Rs. 0,00,00,000/-

1.2.1 Apart from above, the Allottee(s) shall also pay GST or any other tax as applicable on the said Total Price for the said Apartment which is **Rs.0,00,000/- (Rupees only)**.

1.2.2 In addition to the Total Price afore-said, the Allottee(s) shall, before the Date of Possession/Deemed Possession/Date of commencement of liability or date of demand by the Promoter whichever is earlier shall also pay Extras and Deposits as mentioned herein after in clause v of explanation.

1.2.3 The Allottee(s) shall also pay GST or any other tax as applicable on the said Extras and Deposits.

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee(s) to the Promoters towards the said Apartment.
- (ii) The Total Price above will also include taxes (consisting of tax paid or payable by the Promoters by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee(s) and the said Project to the association of Allottee(s) after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoters shall be increased/reduced based on such change/modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- (iii) The Promoters shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment as demanded by the Promoters within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee(s) the details of the taxes paid or



demand 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 includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, lift, water line and plumbing, finishing with paint the exterior of the towers, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, and other charges as mentioned in Clause 1.2, 1.2.1, 1.2.2 read with clause v of explanation hereinabove and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per specification.
- (v) In addition to the Total Price afore-said, the Allottee(s) shall, before the Date of Possession/Deemed Possession/ Date of commencement of liability or date of demand by the Promoter whichever is earlier agrees to pay the following amounts to be termed as 'Extras and Deposits':
- Transformer Charges (non-refundable) - At Actual only prorated as per sq.ft. of the carpet area of the said Apartment/Apartments + GST or any other tax as applicable;
 - Generator Charges (non-refundable) - @ Rs...../- per KVA (Rupees Thousand) only + GST or any other tax as applicable (Min load capacity 2 KVA) (1 KVA = 1000 Watts);
 - The full amount of Security Deposit and other costs payable to Calcutta Electricity Supply Corporation Limited for obtaining direct individual 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.
 - Formation of Maintenance Company/ Association (non-refundable) - @ Rs...../- + GST;
 - Legal Documentation Charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be calculated @ Rs. 00,000/- (Rupees _____ only) per Apartment / Unit, out of which 50% shall be paid by the Allottees/Purchasers to the said Advocates 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 Allottees/Purchasers shall also be liable for payment of GST thereon, if and as applicable. In addition to the above said fees, the Allottees/Purchasers shall make payment of Miscellaneous Charges



(including commission fees, copywriting charges etc.) for registration; For the preparation of the nomination agreement the legal fees to be paid @ Rs.00,000/- per apartment plus GST and such fees will be applicable for all subsequent nomination of this agreement in respect of the said Apartment.

- f) The Allottee(s) will be required to pay, on demand, to the Promoters or to the Concerned Authorities, as may be so decided by the Promoters, the applicable Stamp fees and Registration fees on execution and registration of this Agreement and of the Deed of Conveyance and other documents to be executed and /or registered in pursuance hereof and also all the statutory charges payable therefore including the miscellaneous charges and expenses incidental to such registrations.
- g) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottees/Purchasers 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/Purchasers in the said Building in addition to those mentioned herein, payable before the work is commenced by the Promoter/Developer. 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/Developer to the Allottees/Purchasers, the Promoter/Developer shall not be liable for any interest damages compensation etc., that may be suffered by the Allottees/Purchasers thereby.
- h) For changes, if any, under Rule 25 or Rule 26 of the Building Rules of the Kolkata Municipal Corporation, the Allottees/Purchasers shall pay to the Promoter/Developer at actuals plus 10% as operational charges with applicable GST.
- i) 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 Purchasers as per demand being made by the Promoter/Developer.
- j) Sinking Fund - A sum calculated @ Rs. _____/- (Rupees _____) only per Square foot of the Chargeable Area of the said Apartment / Unit on account of a fund to be created for the capital expenditure of the Project.



k) Advance Maintenance Charges (non-refundable) - A sum calculated @ Rs. _____/- (Rupees _____) only per Square foot of the Chargeable Area of the said Apartment / Unit towards advance maintenance charges and proportionate liability towards the Common Expenses, **equivalent to _____ (_____) months maintenance charges** (including those mentioned in the Schedule D), with applicable GST;

l) A sum calculated @ Rs. _____/- (Rupees _____) only per Square foot of the Chargeable Area of the said Apartment / Unit towards rates and taxes in respect of the said Apartment / Unit equivalent to _____ months charges with applicable GST;

1.2.4 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee(s) to the concerned authority within the time period stipulated under law and the Allottee(s) 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(s) 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(s) under this agreement and the amount thereof shall be treated as outstanding.

1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree(s) to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, costs/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(s), which shall only be applicable on subsequent payments.

1.4 If prior to execution of the conveyance, the Allottee(s) nominate(s) his/her/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee(s) may do so with the permission of the Promoter subject to payment of administrative charges @ Rs. _____/- (Rupees _____ Only) + GST on 1st Nomination and Rs. _____/- (Rupees _____) only on any subsequent nomination thereafter to the Promoter.

1.5 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenettes and fixtures and dimension provided in the show/model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Apartment and the Allottee(s) shall not be entitled to raise any claim for such variation.



- 1.6 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-E** hereto ("**Payment Plan**").
- 1.7 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments for the period by which the respective instalment has been preponed. The rate of discount shall be decided by the Promoter and that shall be binding upon the Allottee(s). The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.8 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 herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations in accordance with the provisions of the Act. The Promoter shall take prior approval of the Allottee(s) for extra charges, if any, as may be applicable for such addition- alteration.
- 1.9 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the building is complete and the completion certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee(s) within forty five (45) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the apartment, allotted to Allottee(s), the Promoters may demand that, from the Allottee(s) as per the next milestone of the Payment Plan as provided in the **Schedule-E**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.
- 1.10 The rights of the Allottee(s) is limited to ownership of the said Apartment and the Allottee(s) hereby accept(s) the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.11 The Allottee(s) shall have common user rights in the Common Areas, Amenities & Facilities of the Project to the extent required for beneficial use and enjoyment of the said Apartment, the Allottee(s) hereby accept(s) the same.
- 1.12 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Apartment as mentioned below:



- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have right to use the undivided pro rata share in the Common Areas of the said Project transferred to the Association of allottees as per applicable laws. Since the share/interest of the Allottee(s) in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Amenities & Facilities to the Association of Allottees subject to its formation after duly obtaining the completion certificate from the competent authority for the Project. Further, the right of the Allottee(s) to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint the exterior of the Buildings, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
 - (iv) The Allottee(s) has/have the right to visit the said Project site to assess the extent of development of the said Project and his/her/their Apartment, subject to prior consent of the Project Engineer and complying with all safety measures while visiting the site.
 - (v) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Buildings and common areas including common facilities and amenities.
- 1.13 It is made clear by the Promoter and the Allottee(s) agree(s) that the Apartment along with the One covered car parking space, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the land comprised in the said Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project Common Amenities & Facilities shall be available only for use and enjoyment of the Allottee(s) of the said Project.
- 1.14 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local



taxes, charges for water or electricity, maintenance charges, including its 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 said Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agree to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.15 The Allottees/Purchasers has paid a sum of Rs. _____/- (Rupees _____ only) only (in short "the **Booking Amount**") (which includes GST amount of Rs. _____/- (Rupees _____ only as applicable) after deducting T.D.S. amount of Rs. _____/- (Rupees _____ Only) only as per section 194IA of Income Tax Act 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/Developer hereby acknowledges and the Allottees/Purchasers hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the Payment Plan (**Schedule-E**) as may be demanded by the Promoter/Developer within the time and in the manner specified therein;

Provided that if the Allottees/Purchasers delays in payment towards any amount which is payable, they shall be liable to pay interest at the rate specified in the Rules, presently being State Bank of India prime lending rate (PLR) plus 2% per annum.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "ASR PROJECTS AND VENTURES LLP A/C _____" payable at Kolkata. Time shall be the essence of the contract in this regard.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management



Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand(s) and agree(s) that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

- 4.1 The Allottee(s) authorize(s) the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Apartment if any, in his/her/their name and the Allottee(s) undertake(s) not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. TIME IS ESSENCE:

- 5.1 The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said project with the Authority and towards handing over the said Apartment to the Allottee(s) and the common areas to the Association of Allottee(s) or the competent authority, as the case maybe, subject to the same being formed and registered. Similarly, the Allottees/Purchasers shall make timely payments of the instalment and other dues payable by him/her as provided in **Schedule E**, hereunder written and meeting the other obligations under the Agreement.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

- 6.1 The Allottee(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities 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, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans which shall be approved by the competent authorities and shall



also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/ modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement. Provided that nothing herein contain shall derogate or prejudice or affect the Promoter/Developer's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as permitted under the law.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee(s) and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment along with ready and complete Common Areas all specifications, amenities and facilities of the said Project in place on 202.... with a grace period of **6 (six) months** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement ("**Force Majeure**").

If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee(s) agree(s) that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount (less any taxes collected from the Allottee(s)) received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee(s) agree(s) 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.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.



- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment (**Possession Notice**), to the Allottee(s) in terms of this Agreement to be taken within three (3) months from the date of issue of occupancy certificate/completion certificate (**Possession Date**).

Provided That, in the absence of local law and subject to the Allottee(s) complying with his obligations hereunder, the Deed of Conveyance in favour of the Allottee(s) shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc.

Provided Further That the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed the Deed of Conveyance or other instruments until such time the Allottee(s) make(s) payment of all amounts as mentioned in 1.2., 1.2.1 and 1.2.2 read with clause v of explanation which the allottees have agreed and required to be paid hereunder by the Allottee(s) and the Allottee(s) has/have 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(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters, not due to any act or omission on the part of the Allottee(s). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the occupancy certificate/completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate/completion certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Promoter shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.

- 7.3 **Failure of Allottee(s) to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided in para 7.2 such Allottee(s) shall be liable to pay maintenance charges, property taxes and other outgoings for the period of delay to taking possession from such date as notified in the Possession Notice from such date as notified in the Possession Notice. (**Deemed Possession**).

It is understood by the Allottee(s) that even if the Allottee(s) fail(s) to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee(s) shall be deemed to have taken possession on the [15th] day from the date of such notice which date, for all purposes and irrespective of the actual date when the



Allottee(s) take(s) physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

On and from the Possession Date and Deemed Possession:

- (i) The Allottee(s) shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date and Deemed Possession;
- (ii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee(s) proportionate to his/her/their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee(s), with effect from the Possession Date and Deemed Possession.
- (iii) All other expenses necessary and incidental to the management and maintenance of the Project.

7.4 Possession by the Allottee(s) – After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees on its formation and registration or the competent authority, as the case may be, as per the local laws. Provided That, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate subject to formation and registration of the association.

7.5 Cancellation by Allottee(s) – The Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act.

Provided that where the Allottee(s) propose(s) to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount equal to 10% of the Total Price as mentioned and defined herein above. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 45 days of such cancellation.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 Compensation – The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws



and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of its business as a Promoter 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(s), in case the Allottee(s) wishe(s) to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment, with applicable interest rate in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided That where the Allottee(s) do(es) not intend to withdraw from the Project, the Promoter shall pay the Allottees/Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTER:**

The Owners/Promoter hereby represent and warrant to the Allottee(s) as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Property; The Promoter(s) has/have the requisite rights to carry out development upon the said Property and absolute, actual, physical and legal possession of the said Property for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said Property or the Project as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Property/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Property, Building and apartment and the Common Areas;
- (vi) The Owners and 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(s) created herein, may be prejudicially affected;

- (vii) The Promoter has not entered into any agreement for sale and arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of the Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Owners and Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the Common Amenities & Facilities of the said Project to the association of Allottees or the competent authority, as the case may be after the completion of the entire project.
- (x) The said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Property; the said is complied in accordance with law
- (xi) The Owners/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the said Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the association of Allottees or the competent authority, as the case may be.
- (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 Owners in respect of the said Property and/or the said Project.
- (xiii) That the said Property is not Debottar or Waqf Property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter(s) fail(s) to provide ready to move in possession of the said Apartment to the Allottee(s) within the time period specified in para 7.1 or fail(s) to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of



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

- (ii) Discontinuance of either of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of default by Promoter(s) under the conditions listed above, the Allottee(s) is/are entitled to the following:

- (i) Stop making further payments to the Promoter(s) as demanded by the Promoter(s). If the Allottee(s) stop(s) making payments, the Promoter(s) shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter(s) shall be liable to refund the entire money paid by the Allottee(s) to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the Allottee(s) shall prior to receipt of refund on the above account from the Promoter(s), at their own costs and expenses, execute all necessary cancellation related documents required by the Promoter. Provided That where an Allottee(s) do(es) not intend to withdraw from the said Project or terminate the Agreement, he/she/they shall be paid by the Promoter(s), interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoters to the Allottee(s) within 45 (forty-five) days of it becoming due.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fail(s) to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that



regard the Allottee(s) shall be liable to pay interest to the Promoter(s) on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two percent (2%) thereon per annum from the date of default till actual payment is made;

(ii) In case of default by Allottee(s) under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter(s) in this regard, the Promoter(s) may cancel the allotment of the said Apartment in favour of the Allottee(s) and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee(s) shall, subject to Clause 7.5 above, be returned by the Promoter(s) to the Allottee(s) within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

10.1 The Promoter(s), on receipt of Total Price of the Apartment as per para 1.2, 1.2.1 and 1.2.2 read with clause v of explanation of this Agreement from the Allottee(s) shall execute a conveyance deed and convey the title of the Apartment together with the pro rata share in the Common Areas of the Project within 3 months from the date of issuance of the occupancy certificate and/or the completion certificate, as the case may be, to the Allottee(s).

However, in case the Allottee(s) fail(s) to deposit the stamp duty and/or registration charges and/or other costs within the period mentioned in the notice, the Allottee(s) authorize(s) the Promoter(s) to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges and other costs to the Promoter(s) is made by the Allottee(s). All liabilities owing to such non-registration shall be to the account of the Allottee(s) and the Allottee(s) shall indemnify and keep the Promoter(s) saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter(s).

Land Owners' Confirmation: The Land Owners have been made party to these presents to confirm the Allottees/Purchasers that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter/Developer for sale of the Apartment / Unit in favour of the Allottees/Purchasers without claiming any additional consideration from the Allottees/Purchasers. It is expressly agreed and made clear that 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 / Maintenance Company then the deed of conveyance in respect of the said Apartment / Unit shall be so executed and registered by the Promoter/Developer and Land Owners, in favour of the Allottees/Purchasers (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 Allottees/Purchasers proportionately.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ PROJECT:

- 11.1 The Promoter(s) shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of Allottee(s) subject to its formation and registration upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Clause 1.2.2 read with clause v of explanation on the basis that the Association shall be formed within a period of 90 days from the date of Completion Certificate, subject to the approval of the Competent Authority under the applicable statute.
- ii) In case the formation of the Association is delayed beyond the said period, the Promoter(s) shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee(s) shall be liable to pay to the Promoter(s) or facility management company, the charges for such maintenance as fixed by the Promoter(s) at actuals.
 - iii) During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration and operationalization of the Association the Promoter(s) shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.
 - iv) The Promoter(s) shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.
 - v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
 - vi) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter(s) with such restrictions as may be necessary for proper maintenance and all the Allottee(s) are bound to follow the same.
 - vi) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.



- vii) The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the "Association").
- viii) The Allottee(s) will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.
- ix) The Promoter shall at an appropriate time within a maximum period of 30 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee(s) (as also to all other Allottee(s)s of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.
- x) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the Association. The Promoter and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee(s) agree(s) to abide by the same.
- xi) The Allottee(s) has/have also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said apartment which will appear in detail in the Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, save those as mentioned herein after, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.
- 12.2 The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter(s) and further provided that the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee(s) and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. And further provided that no steps have been/or taken by the Promoter(s) of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is



any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect of the Project, whose decision in respect thereof shall be final and binding.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of service areas:

14.1 The 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 rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

15.2 The Allottee(s) further undertake(s), assure(s) and guarantee(s) that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the said Project, Buildings therein or Common Areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or



staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said Apartment.

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

15.4 The Promoter shall make provisions only for two service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee(s) (as also other Apartment owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee(s) shall be entitled to avail the cable connection facilities of the designated two service providers to all the Apartments.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

16.1 The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.

17. ADDITIONAL CONSTRUCTIONS:

17.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities which shall be approved by the competent authority (ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

Provided that the Promoter shall have a right to make further additions or to put up additional floor(s) subject to approval of the competent authority as per the applicable statute.

18. PROMOTER(S) SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions and other lenders, the Promoter(s) may already have created mortgage and/or charge on the said Property and shall be at liberty to create further mortgages and/or charges in respect of the said Property or any part thereof and the Allottee(s) hereby consent(s) to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter(s) assure(s) to have the said Apartment released from any such mortgage and/or charge, if any, with intent that the Allottee(s), subject to his/her/their 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 free of all such mortgages and charges created by the Promoter(s).

19. APARTMENT OWNERSHIP ACT:

19.1 The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter(s) will show compliance of various laws/regulations as applicable in West Bengal.

20. BINDING EFFECT:

20.1 Forwarding this Agreement to the Allottee(s) by the Promoter(s) do(es) not create a binding obligation on the part of the Promoter(s) or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter(s). If the Allottee(s) fail(s) to execute and deliver to the Promoter(s) this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the concerned authorities for its registration as and when intimated by the Promoter(s), then the Promoter(s) shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee(s) shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

21. ENTIRE AGREEMENT:

21.1 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, as the case may be.

22. RIGHT TO AMEND:

22.1 This Agreement may only be amended by written consent of the parties.

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

23.1 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 said Apartment and the said Project shall equally be applicable to and enforceable against and by



any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations will go along with the said Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter(s) may, at its/their sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter(s) 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.

24.2 Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

25.1 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.

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

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

27. FURTHER ASSURANCES:

27.1 All 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.

28. PLACE OF EXECUTION:

28.1 The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory, at the Promoters' office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Kolkata after the Agreement is duly executed by the Allottee(s) and the Promoter(s) or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub



Registrar at Alipore/Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

29.1 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:

(Name of Allottee(s))	(Allottee Address)
ASR PROJECTS AND VENTURES LLP,	2C, Mahendra Road, Ground Floor, Kolkata, West Bengal - 700 025

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

30. JOINT ALLOTTEES:

30.1 That in case there are joint Allottees all communications shall be sent by the Promoter(s) 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.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

33.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through a single arbitrator under the Arbitration & Conciliation Act, 1996 venue at Kolkata only. Charges of arbitration to be



borne by both parties equally. Subject to Arbitration Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

34. JURISDICTION:

34.1 Subject to arbitration only the Courts of Kolkata 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.

35. MISCELLANEOUS :

35.1 This Agreement is being signed in duplicate and each of them would be treated as the original. The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Promoter and Allottees to be respectively paid, observed and performed, as the case may be.

35.2 The Allottee(s) may, prior to execution of the Deed of Conveyance, nominate(s) his/her/their provisionally allotted Apartment unto and in favor of any other person or persons in his/her/their place and stead, subject to payment of the sum mentioned in Clause 1.4. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter(s) agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee(s) admit(s) and accept(s) that before the execution and registration of Deed of Conveyance of the said Apartment, the Allottee(s) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

- i) The Allottee(s) shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.
- ii) In respect of any nomination, the Allottee(s) shall obtain prior permission of the Promoter and the Allottee(s) and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee(s).

35.3 The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Part II** of the **Schedule-B** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape



and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.

35.4 In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter(s) shall act in accordance with the instructions of the bank/ financial institution in terms of the Agreement between the Allottee(s) and the Bank/ financial institution, subject however the Promoter(s) being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Promoter(s) 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/ Financial Institution.

35.5 In case payment is made by any third party on behalf of Allottee(s), the Promoter(s) will not be responsible towards any third party making such payment/remittances on behalf of the Allottee(s) and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter(s) shall issue the payment receipts in the name of the Allottee(s) only.

35.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter(s), on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter(s) shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II of the Schedule-B.**

35.7 The Possession Date has been accepted by the Allottee(s). However, if the said Apartment is made ready prior to the Completion Date, the Allottee(s) undertakes(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee(s) is/are linked inter alia to the progress of construction and the same is not a time linked plan.

35.8 The right of the Allottee(s) shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee(s) shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the said Project.

35.9 If due to any act, default or omission on the part of the Allottee(s), the Promoter(s) is/are restrained from construction of the said Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoters such other rights the Allottee(s) shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter(s).

35.10 The Promoter(s) will not entertain any request for modification in the internal layouts of the Apartment of the Building. In case the Allottee(s) desire(s) (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the said



Apartment, he/she/they will not be entitled to any reimbursement or deduction in the value of the said Apartment. For this purpose, in only those cases where the Allottee(s) has/have made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee(s) provided that such access will be availed in accordance with such instructions of the Promoter(s) in writing and that the right of such access may be withdrawn by the Promoter(s) at any time without assigning any reasons.

35.11 The Allotment is personal and the Allottee(s) shall not be entitled to transfer, let out, alienate the said Apartment without the consent in writing of the Promoter(s) PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee(s) shall be entitled to let out, grant, lease and mortgage and/or deal with the said Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

35.12 The cost of such maintenance will be paid/borne by the Allottee(s) from the date of obtaining Completion Certificate/Occupancy Certificate till handover of maintenance of the said Project to the Association of Allottees and thereafter to the Association of Allottees. Maintenance Expenses shall mean and include all the following expenses for the maintenance, management, upkeep and administration of the Common Areas and Common Amenities and Facilities, Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned in **Schedule-D** hereunder written.

35.13 That Allottee(s) shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said Project and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards/Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/authorities for the same.

35.14 That on and from the date of possession and the deemed possession of the said Apartment, the Allottee(s) shall:

- a. Co-operate in the management and maintenance of the said Project.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottees, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Project'.



- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottee(s) including the GST.
- d. The Allottee(s) shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee further admits and accepts that (1) the Allottee(s) shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).
- e) The Allottee(s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee(s) shall be liable to pay interest @ SBI Prime Lending Rate plus 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association of Allottee(s) as the case may be, shall be entitled to take the following measures and the Allottee(s) hereby consent(s) to the same:
- i) not to allow the usage of common areas amenities and facilities including lifts, either by Allottee(s), his/her/their family members, domestic help and visitors.
 - ii) to discontinue the facility of DG Power back-up
 - v) to discontinue the usage of all common amenities and facilities provided in the said Project to the Allottee(s) and his/her/their family members/guests.
- f. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee(s) has/have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association of Allottee(s) to realize the due amount from the Allottee(s).
- g. The Allottee(s) shall use the said Apartment for residential purpose only.
- h. The Allottee(s) shall use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Allottee(s), upon formation, in writing.
- i. The Allottee(s) shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- j. The Allottee(s) shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and/or the adjoining building/s.
- k. The Allottee(s) shall not place or cause to be placed any article or object in the common area.



- l. The Allottee(s) shall not injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.
- m. The Allottee(s) shall not park any vehicle 2/4 wheeler, in the said Project, unless the facility to park the same is obtained and/or acquired by Allottee(s).
- n. The Allottee(s) shall not make any addition, alteration in the structure of the Building, internally within the Apartment or externally within the said Project and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the Building / elevation, duly approved and finalized by the architect of the said Project.
- o. The Allottee(s) shall not slaughter or permit to be slaughtered any animal and/or bird nor do any act and/or deed in violation of any provision of the Prevention of Cruelty to Animals Act, 1960.
- p. The Allottee(s) shall not keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.
- q. The Allottee(s) shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association of the Allottee(s) differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association of Allottee(s) may affect the elevation in respect of the exterior walls of the said Project.
- r. The Allottee(s) shall not use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- s. The Allottee(s) shall not use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.



t. The Allottee(s) shall not let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the Project and the Allottee(s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

u. The Allottee(s) shall not encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee(s).

v. The Allottee(s) shall strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, the AC Community Hall, To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association of Allottee(s) from time to time.

w. The Allottee(s) shall ensure that all interior work of furniture, fixtures and furbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee(s).

x. The Allottee(s) shall ensure the followings :

i) Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.

ii) Not to install any collapsible gate outside the main door / entrance of the said Apartment.

iii) Not to install any grill on the balcony or verandah.

iv) Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

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

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

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

viii) Not to misuse or permit to be misused the water supply to the said Apartment.

ix) Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

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



- xi) Not to pluck flowers or stems from the gardens.
- xii) Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.
- xiii) Not to trespass or allow trespassers over lawns and green plants within the Common Areas.
- xiv) Not to overload the passenger lifts and move goods only through the staircase of the Building.
- xv) Not to use the lifts in case of fire.
- xvi) Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- xvii) To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.
- xviii) Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- xix) Use the spittoons/dustbins located at various places in the Project.

35.15 In case CESC Ltd. decides not to provide individual meters to the Buildings and makes provision for a High Tension Supply or Bulk Supply, the Promoters shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to CESC Ltd./any other electricity supply agency for such connection. The exact amount payable by the Allottee(s) will be intimated to the Allottee(s) before possession. The amount of security deposit would be subject to revision as may be so decided by CESC Ltd./any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC Ltd./ any other electricity supply agency, as per the norms of CESC Ltd./any other electricity supply agency. In such a case the Allottee(s) may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

35.16 In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Project, the benefit whereof would be for the Allottee(s), or the said Apartment, the Allottee(s) shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Promoter and the Allottee(s) hereby consent(s) to the same.

35.17 If at any time, the Promoter is liable to pay any amount on account of statutory taxes, outgoing and/or impositions including Goods and Service Tax attributable to the allottee(s), the Allottee(s) shall be liable and agree(s) to make payment of the amount on account of such



statutory taxes and outgoings and to keep the Promoter, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.

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

36. The Allottee(s) further covenant(s) with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

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

36.2 The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of KMC or the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

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

36.4 The Allottee(s) shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee(s) has/have not paid, in full, the consideration and other



amounts and deposits agreed to be paid hereunder or is in default in performing any of his/her/their obligations and covenants herein contained.

36.5 In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs.1,000/- (Rupees One Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 30 (thirty) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) come(s) forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

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

37. The Allottee(s) shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

38. The Allottee(s) shall keep the Promoter(s) indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee(s) or the servants / agents / licensees / invitees / visitors of the Allottee(s) and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

39. The Promoter(s) covenant(s) with the Allottee and admits and accepts that:

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

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

40.1 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i). If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee(s) taking over possession of



the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

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

40.2 Where the manufacturer warranty as shown by the Promoter to the Allottee(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment wing and if the annual maintenance contracts are not done/renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the



commitments and warranties given by the Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

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

THE SCHEDULE-A ABOVE REFERRED TO:

(PART-I)

(DEVOLUTION OF TITLE)

WHEREAS one Smt. Annada Sundari Banerjee was the sole and absolute owner and was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of homestead land having an area by estimation measuring 06 (Six) Cottahs be the same a little more or less comprised in C.S. Dag No. 266, appertaining to Khatian No. 87, in Mouza - Ibrahimpur, J.L. No. 36, Revenue. Survey. No. 10, Pargana Khaspur, Touzi No. 239, Police Station Previously. Tollygunge and presently Jadavpur, within Additional District Sub Registry Office Alipore, previously within District of 24 Parganas and presently after delimitation of District within South 24 Parganas, by Purchase from the erstwhile recorded owner namely Ajit Kumar Banerjee, by virtue of a registered Deed of Conveyance dated the 29th



day of December, 1950 made between the said Ajit Kumar Banerjee, therein referred to as the Vendor of the First Part and Smt. Annada Sundari Banerjee, wife of Hem Chandra Banerjee, therein referred to as the Purchaser of the Other Part and registered at the office of Sadar Joint Sub-Registrar, Alipore, District 24 Parganas, and recorded in Book No. 1, Volume No.107, Pages 76 to 81, Being No. 6257 for the year 1950 against valuable consideration mentioned therein the said deed of conveyance.

AND WHEREAS after Purchase of the said property, the said Smt. Annada Sundari Banerjee on due mutation of her name before the concerned Municipal authority and on payment of due Govt and municipal rates and taxes and on due sanction of Building Plan, and by constructing a two storied dwelling house thereon, started residing therein with her family, which later has been separately assessed and recorded as Municipal Premises No. 5/2, Jadavpur East Road, Kolkata - 700032, having Assessee No. 21-096-04-0023-9;

AND WHEREAS the said Smt. Annada Sundari Banerjee alias Ananda Sundari Banerjee, who was all along and at the time of death a Hindu female and while was absolutely seized possessed of and otherwise well and sufficiently entitled to and/or acquired the said entire property being homestead land admeasuring 06 (Six) Cottahs be the same a little more or less comprised in C.S. Dag No. 256, appertaining to Khatian No. 87, in Mouzabrahimpur, JL. No. 36, Revenue Survey. No. 10, Pargana Khaspur, Touzi No. 230, Police Station Previously Tollygunge and presendy Jadavpur, within Additional District Sub Registry Office Alipore, previously within District of 24 Parganas and presently after delimitation of District within South 24 Parganas together with her own constructed two storied dwelling house thereon, lying at and being Municipal Premises No. 5/2, Jadavpur East Road, Kolkata-700032, having Assessee No. 21-006-04-0023-9 along with other Inherited acquired property, she died testate in or about 5 April 1977 after publishing her LAST WILL & TESTAMENT in or about 15 July 1962, bequeathing her said property, being homestead land admeasuring 06 (Six) Cottahs be the same a little more or less together with Two storied dwelling house constructed thereon, lying at and being Municipal Premises No. 5/2, Jadavpur East Road, Kolkata-700032, in favour of her three sons namely Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee, and Sri Haridas Banerjee in equal 1/3rd, ratio of share therein, subject to life interest of her only widow childless daughter Smt. Lina Mukherjee alias Leelabati Mukherjee alias Leelabaty Mukherjee thereon, the said property, wherein by virtue of her said LAST WILL & TESTAMENT dated 15th July 1962, she appointed her Two sons namely Nihar Ranjan Banerjee, Sri Kalidas Banerjee as Executors for the purpose of obtaining Probate of her said LAST WILL & TESTAMENT jointly and severally. However it is pertinent to mention that the husband of the said Smt. Annada Sundari Banerjee alias Ananda Sundari Banerjee namely Hem Chandra Banerjee predeceased her in or about 06 February, 1962;

AND WHEREAS after the demise of said testatrix namely Smt. Annada Sundari Banerjee alias Ananda Sundari Banerjee, on appropriate application for Probate before Ld. District Delegate Alipore, at the instance of one of the joint Executors named in the said Will, namely Sri Kalidas Banerjee, Probate of the said LAST WILL & TESTAMENT dated 15 July 1962 was granted by Ld.



District Delegate 8 Sub-Judge Allpore in Act 39 Case No. 169 of 1979 in or about 9th October, 1982 and accordingly in terms of the said Probated last will and Testament of Smt. Annada Sundari Banerjee alias Ananda Sundari Banerjee, the subject property being homestead land admeasuring 06 (Six) Cottahs be the same a little more or less together with Two storied dwelling house constructed thereon, lying at and being Municipal Premises No. 5/2, Jadavpur East Road, Kolkata-700032 along with her other property of the estate, ultimately devolved upon said Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee, and Sri Haridas Banerjee in equal undivided share or interest therein and each having acquired 1/3rd undivided share or interest in the subject property subject to life estate of the said widow childless daughter Smt. Lina Mukherjee alias Leelabati Mukherjee alias Leelabaty Mukherjee;

AND WHEREAS it is very much pertinent to mention that the life estate of the said childless widow daughter Smt. Lina Mukherjee alias Leelabati Mukherjee alias Leelabaty Mukherjee, created under the Probated LAST WILL & TESTAMENT of Smt. Annada Sundari Banerjee alias Ananda Sundari Banerjee, finally came to an end when she left for her heavenly abode in or about 1 November 1987;

AND WHEREAS thus with the death of the said Smt. Lina Mukherjee alias Leelabati Mukherjee alias Leelabaty Mukherjee, the subject property under this agreement of Development namely homestead land admeasuring 6 (Six) Cottahs be the same or a little more or less comprised in C.S. Dag No. 266 appertaining to Khatian no. 87 in Mouza Ibrahimpur, J.L. No. 35, Pargana Khaspur, Revenue Survey 10 together with an old Two storied dwelling house standing thereon, lying at and being Municipal Premises No.5/2, Jadavpur East Road, Pin 700032, Police Station previously Tollygunge and presently Jadavpur, Additional District Sub-Registration Office at Alipore, within District South 24 Parganas, presently lying within Municipal Ward No.096 of the Kolkata Municipal Corporation), vide Assessee no. 21-096-04-0023-9 for brevity hereinafter referred to as "the "said Property" and specified in Part II of Schedule "A" hereunder written along with her other property of the estate was absolutely vested upon Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee, and Sri Haridas Banerjee jointly and the said Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee, and Sri Haridas Banerjee became joint owners of all properties under the estate including the said property on payment of Govt. and Municipal rates and Taxes and thus the said Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee, and Sri Haridas Banerjee jointly seized possessed of and or otherwise well and sufficiently entitled to the same in equal ratio, whereby each having undivided 1/3rd share therein.

AND WHEREAS while the said Sri Nihar Ranjan Banerjee, Sri Kalidas Banerjee, and Sri Haridas Banerjee became joint owners and jointly seized possessed of and or otherwise well and sufficiently entitled to the said property, specified in Part II of schedule "A" hereunder written, one of the Co-Owners of undivided 1/3 share and Interest in the said Property, namely Sri Nihar Ranjan Banerjee alias Nihar Ranjan Bandyopadhyay, who during his lifetime and at the time of his death was Hindu male, guided and governed under the Dayabhaga School of Hindu Law died Intestate on 30/07/1985, leaving him surviving his widow Smt. Bakul Rani Banerjee, Three



sons namely Shri Amalendu Banerjee, Shri Kamalendu Banerjee (the Co-Owner no. 1 herein of the First Part) Sri Bimalendu Banerjee and one daughter namely Smt. Rama Ghosal, as his total heirs and legal representatives, who inherited the entire estate left by the deceased including his said undivided $1/3^{rd}$ undivided share in the said Property in equal ratio whereby each having $1/15$ ratio of share therein.

AND WHEREAS while the said Smt. Bakul Rani Banerjee was seized possessed of and or otherwise well and sufficiently entitled to undivided $1/15^{th}$ inherited share of the said property, specified in Part II of schedule "A" hereunder written, the said Smt. Bakul Rani Banerjee, who during her lifetime and at the time of her death was Hindu female guided and governed under Dayabhaga School of Hindu Law died intestate on 07.01.2002, leaving him surviving his Three sons namely Shri Amalendu Banerjee, Shri Bimalendu Banerjee, Shri Kamalendu Banerjee (the Co-Owner no. 1 herein of the First Part) and one daughter namely Smt. Rama Ghosal, as his total heirs and legal representatives, who inherited the entire estate left by the deceased Including her said undivided $1/15^{th}$ undivided share in the said Property in equal ratio whereby each having $1/60^{th}$ ratio of share therein.

AND WHEREAS thus on the death of both the parents namely Sri Nihar Ranjan Banerjee alias Nihar Ranjan Bandyopadhyay and the said Smt. Bakul Rani Banerjee, the said Shri Amalendu Banerjee, Shri Bimalendu Banerjee, Shri Kamalendu Banerjee and one daughter namely Smt. Rama Ghosal became joint owners of $1/3^{rd}$ undivided share in the said Property, in equal ratio, whereby each having $(1/15^{th} + 1/60^{th}) = 1/12^{th}$ ratio of share therein.

AND WHEREAS while the said Sri Amalendu Banerjee, was seized possessed of and or otherwise well and sufficiently entitled to undivided $1/12^{th}$ inherited share in the said property, the said Sri Amalendu Banerjee, who during his lifetime and at the time of his death was Hindu male guided and governed under Dayabhaga School of Hindu Law died intestate on 27.11.1993, leaving him surviving his widow Smt. Sunanda Banerjee, one son namely Shri Gautam Banerjee, and one daughter namely Smt. Anindita Banerjee, as his total heirs and legal representatives, who inherited the entire estate left by the deceased including his said undivided $1/12^{th}$ share in the said Property in equal ratio, whereby each having $1/36^{th}$ ratio of share therein.

AND WHEREAS while the said Smt. Sunanda Banerjee was seized possessed of and or otherwise well and sufficiently entitled to undivided $1/36^{th}$ inherited share of the said property the said Smt Sunanda Banerjee, who during her lifetime and at the time of her death was Hindu female guided and governed under Dayabhaga School of Hindu Law died intestate on 06.02.2020, leaving her surviving only son namely Shri Gautam Banerjee, and only daughter namely Smt. Anindita Banerjee, as his total heirs and legal representatives, who inherited the entire estate left by the deceased including her said undivided $1/36^{th}$ share in the said Property in equal ratio, whereby each having $1/72^{th}$ ratio of share therein:

AND WHEREAS thus on the death of both the parents namely Sri Amalendu Banerjee and the said Smt. Sunanda Banerjee, the said Shri Gautam Banerjee, and Smt. Anindita Banerjee, became



joint owners of $1/12^{\text{th}}$ undivided share in the said Property in equal ratio, whereby each having $(1/36^{\text{th}} + 1/72^{\text{th}}) = 1/24^{\text{th}}$ ratio of share therein:

AND WHEREAS while the said Shri Gautam Banerjee and Smt. Anindita Banerjee, were jointly seized possessed of and/or otherwise well and sufficiently entitled to undivided $1/24^{\text{th}}$ ratio of share in the said property, the said Shri Gautam Banerjee, out of love, affection on his sister namely Smt. Anindita Banerjee, gifted his undivided $1/24^{\text{th}}$ share in the said property by a regd. Deed of Gift dated 02/09/2023, executed by Sri Goutam Banerjee, a resident of USA but an overseas Citizen of India, duly represented through his authorized attorney Mr. Suman Banerjee vide instrument of power authenticated before. Edward Russell, N.P. California, USA and duly stamped at Kolkata by Stamp Superintendent, Calcutta Collect orate in accordance with law, therein described as Donor of the First Part in favour of his own sister namely Smt. Anindita Banerjee and Registered in the office of the Additional Registrar of Assurances - II, Kolkata and recorded In Its Book No. I, Volume no. 1902-2023, Page from 386814 to 386842, Being no. 1902-11910 for the year 2023, which gift has duly accepted by the said sister namely Smt. Anindita Banerjee, and thus by virtue of the said Registered Deed of Gift, the said Smt. Anindita Banerjee, became owner of total $1/12^{\text{th}}$ undivided share in the said Property.

AND WHEREAS thus while the said Smt. Anindita Banerjee, became owner of undivided $1/12^{\text{th}}$ share in the said property partly by inheritance on the death of her parents and partly by Regd. deed of gift by her brother, for diverse bonafide causes, the said Smt. Anindita Banerjee, sold, transferred assigned and parted with symbolic possession her entire undivided $1/12^{\text{th}}$ undivided share in the said Property to ASR PROJECTS AND VENTURES LLP, a Limited Liability Partnership having its Regd. Office at 20, Mahendra Road, Ground Floor, Post Office - Bhowanipur, Police Station -Bhowanipur, District South 24 Parganas, Pin - 700 025, West Bengal, (the Co-Owner No.6 herein), who is also the developer/Promoter herein of the Second Part, by a Registered Deed of conveyance dated 28.02.2025, executed by the said Smt. Anindita Banerjee, therein described as Vendor of the First Part and ASR PROJECTS AND VENTURES LLP and recorded in Book No. I, Being No. 2911, for the Year 2025;

AND WHEREAS subsequently another Co-Owner of $1/12$ undivided share in the said Property, namely Sri Bimalendu Banerjee, who during his lifetime and at the time of his death was Hindu male guided and governed under Dayabhaga School of Hindu Law died intestate on 29.12.2021 leaving him surviving his widow namely Smt. Manju Banerjee and one son namely Sri Abhishek Banerjee, as his total heirs and legal representatives, who inherited the entire estate left by the deceased including his said undivided $1/12^{\text{th}}$ share in the said Property in equal ratio, whereby each having $1/24^{\text{th}}$ ratio of share therein;

AND WHEREAS while the said Sri Abhishek Banerjee was seized possessed of and or otherwise well and sufficiently entitled to undivided $1/24^{\text{th}}$ inherited share in the said property, the said Sri Abhishek Banerjee, who during his lifetime and at the time of his death was Hindu bachelor guided and governed under Dayabhaga School of Hindu Law died intestate on



01.07.2022, leaving him surviving only mother namely Smt. Manju Banerjee, as his total heir and legal representative, who inherited the entire estate left by the deceased including his said undivided $1/24^{\text{th}}$ share in the said Property.

AND WHEREAS therefore on the death of both the said Sri Bimalendu Banerjee and Sri Abhishek Banerjee, the said Smt. Manju Banerjee, became owner of $1/12^{\text{th}}$ undivided share in the said Property.

AND WHEREAS while the said Smt. Manju Banerjee was seized possessed of and or otherwise well and sufficiently entitled to undivided $1/12^{\text{th}}$ inherited share in the ancestral property belonged to her husband, the said Smt Manju Banerjee, who during her lifetime and at the time of her death was a Hindu lady guided and governed under Dayabhaga School of Hindu Law, died intestate on 09.08.2024, leaving her surviving deceased husband's only surviving brother namely Sri Kamalendu Banerjee and Deceased husband's only surviving married sister namely Smt. Rama Ghosal, as her total heirs and legal representatives for the undivided $1/12^{\text{th}}$ inherited share in the ancestral property of her husband, who inherited her said undivided $1/12^{\text{th}}$ share in the ancestral Property in equal share each having $1/24^{\text{th}}$ share therein.

AND WHEREAS thus the said Shri Kamalendu Banerjee and the said Smt. Rama Ghosal, individually became owners of undivided $(1/12^{\text{th}} + 1/24^{\text{th}}) = 1/8^{\text{th}}$ undivided share in the ancestral property on the death of their parents as well as on the death of widow of Late Bimalendu Banerjee.

AND WHEREAS since after the said Smt. Rama Ghosal, became co-owner of undivided $1/8^{\text{th}}$ share in the said property by inheritance on the death of her parents and the said Sri Bimalendu Banerjee (since Deceased) and Smt. Manju Banerjee (since Deceased), for diverse bonafide causes subsequently the said Smt. Rama Ghosal, sold, transferred assigned and parted with symbolic possession her entire undivided $1/8^{\text{th}}$ share in the said Property to ASR PROJECTS AND VENTURES LLP, a Limited Liability Partnership having its Regd. Office at 2C, Mahendra Road, Ground Floor, Post Office - Bhowanipur, Police Station- Bhowanipur, District South 24 Parganas, Pin-700 025, West Bengal, (the Co-Owner No. 6 herein), who is also the developer/Promoter herein of the Second Part, by a Registered Deed of conveyance dated 28.02.2025, executed by the said Smt. Rama Ghosal, therein described as Vendor of the First Part and ASR PROJECTS AND VENTURES LLP, therein described as Purchaser of the Other Part and Registered in the office of the D.S.R. II, South 24 Parganas, Alipore and recorded in Book No. 1, Being No. 2910 for the Year 2025.

AND WHEREAS another Co-Owners of undivided $1/3^{\text{rd}}$ share and interest in the said Property, namely Sri Kalidas Banerjee, who during his lifetime and at the time of his death was Hindu male, guided and governed under the Dayabhaga School of Hindu Law died intestate on 14.01.2011, leaving him surviving one son namely Shri Ajoy Kumar Banerjee and one married daughter namely Smt. Krishna Chatterjee (the Co-Owner no. 2 herein of the First Part), as his total heirs and legal representatives, (while his wife Smt. Anjali Banerjee, pre-deceased him in or



about 26.01.2010), who inherited the entire estate left by the deceased including his said undivided 1/3rd share in the said Property in equal ratio, whereby each having 1/6th ratio of share therein.

AND WHEREAS while the said Sri Ajoy Banerjee was seized possessed of and or otherwise well and sufficiently entitled to undivided 1/6th inherited share of the said property, the said Sri Ajoy Banerjee, out of love and affection on his only sister Smt. Krishna Chatterjee (the Co-Owner no. 2 herein of the First Part), and for diverse bonafide causes, transferred his undivided 1/6th share in the said Property by way of Gift by a Registered Deed of Gift dated the 2 day of January 2013, executed by the said Sri Ajoy Banerjee therein referred to as the Donor of the First Part in favour of the said Smt. Krishna Chatterjee, therein referred to as the Donee of the Other Part and registered at the office of Additional Registrar of Assurances-I, Kolkata, and recorded in Book No. 1, Volume No.1, Pages 473 to 487, Being No. 00023 for the year 2013, which gift has been duly accepted by joint execution by Donee with the Donor and has thus duly acted upon.

AND WHEREAS thus the said Smt. Krishna Chatterjee (the Co-Owner no. 2 herein of the First Part), became the owner of undivided 1/3rd share in the said Property partly by inheritance and partly by Gift as aforesaid.

AND WHEREAS another Co-Owners of undivided 1/3rd share and interest in the said Property, namely Sri Haridas Banerjee, who during his lifetime and at the time of his death was Hindu male, guided and governed under the Dayabhaga School of Hindu Law died intestate on 22.07.2012, leaving him surviving his widow Smt. Nilima Banerjee and three married daughters namely Smt. Ratna Acharyya Chaudhuri (the Co-Owner no. 3 herein of the First Part), Smt. Anuradha Ray (the Co-Owner no. 4 herein of the First Part) and Smt. Sharmila Chakraborty (the Co-Owner no. 5 herein of the First Part), as his total heirs and legal representatives, who inherited the entire estate left by the deceased including his said undivided 1/3rd share in the said Property in equal ratio, whereby each having 1/12th ratio of share therein:

AND WHEREAS while the said Smt. Nilima Banerjee was seized possessed of and or otherwise well and sufficiently entitled to undivided 1/12th inherited share of the said property, the said Smt. Nilima Banerjee, who during her lifetime and at the time of her death was Hindu female guided and governed under Dayabhaga School of Hindu Law died intestate on 24.03.2018, leaving her surviving the said three married daughters namely Smt. Ratna Acharyya Chaudhuri (the Co-Owner no. 3 herein of the First Part), Smt. Anuradha Ray (the Co-Owner no. 4 herein of the First Part) and Smt. Sharmila Chakraborty (the Co-Owner no. 5 herein of the First Part), as her total heirs and legal representatives, who inherited the entire estate left by the deceased including her said undivided 1/12th share in the said Property in equal ratio, whereby each having undivided 1/36th ratio of share therein.

AND WHEREAS thus on the death of both the parents namely Sri Haridas Banerjee and the said Smt. Nilima Banerjee, the said Smt. Ratna Acharyya Chaudhuri (the Co-Owner no. 3 herein of the First Part), Smt. Anuradha Ray (the Co-Owner no. 4 herein of the First Part) and Smt.



Sharmila Chakraborty (the Co-Owner no. 5 herein of the First Part), became joint owners of $1/3^{\text{rd}}$ undivided share in the said Property in equal ratio, whereby each having undivided $(1/12^{\text{th}} + 1/36^{\text{th}}) = 1/9^{\text{th}}$ ratio of share therein:

AND WHEREAS thus presently by virtue of the aforesaid, the said Sri Kamalendu Banerjee (Co-Owner no 1 herein of First Part of First Part herein, having undivided $1/8^{\text{th}}$ share in the said Property Smt. Krishna Chatterjee (Co-Owner no 2 of First Part herein) having undivided $1/3^{\text{rd}}$ share in the said Property, Smt. Ratna Acharyya Chaudhuri, Smt. Anuradha Ray and Smt Sharmila Chakraborty (the respective Co-Owner nos. 3, 4 & 5 herein of First Part herein), each having undivided $1/9^{\text{th}}$ share therein the said Property and the said ASR PROJECTS AND VENTURES LLP, (the Developer herein became co-owner of undivided $(1/12^{\text{th}} + 1/8^{\text{th}}) = 5/24^{\text{th}}$ share in the said Property) became the joint owners of the said property as specified in Part II of schedule "A" hereunder written as aforementioned.

AND WHEREAS the said Sri Kamalendu Banerjee (Co-Owner no 1 herein of First Part of First Part herein, having undivided $1/8^{\text{th}}$ share in the said Property Smt. Krishna Chatterjee (Co-Owner no 2 of First Part herein) having undivided $1/3^{\text{rd}}$ share in the said Property, Smt. Ratna Acharyya Chaudhuri, Smt. Anuradha Ray and Smt Sharmila Chakraborty (the respective Co-Owner nos. 3, 4 & 5 herein of First Part herein), each having undivided $1/9^{\text{th}}$ share therein the said Property have entered into one Development Agreement on 04/03/2025, with one **ASR PROJECTS AND VENTURES LLP**, a Limited Liability Partnership having its Regd. Office at 2C, Mahendra Road, Ground Floor, Post Office - Bhowanipur, Police Station- Bhowanipur, District South 24 Parganas, Pin-700 025 the Developer who is also a co-owner having undivided $(1/12^{\text{th}} + 1/8^{\text{th}}) = 5/24^{\text{th}}$ share in the said Property, for development of the said property and sharing of constructed space thereat in terms of the Development Agreement which documents was registered in the Office of the District Sub Registrar - II, South 24 Parganas at Alipore registered in Book No. I, Volume No. 1602-2025 Page from 138003 to 138076, Being No. 160203122 for the Year 2025 and in pursuance thereof the Owners herein have granted a registered General Power of Attorney on 04/03/2025 which documents was respectively registered in the Office of the District Sub Registrar - II, South 24 Parganas at Alipore registered in Book No. I, Volume No. 1602-2025 Page from 131023 to 131050, Being No. 160203155 for the Year 2025 respectively.

PART - II

(SAID PROPERTY)

All that the piece and parcel of Bastu homestead land admeasuring 6 (Six) Cottah be the same a little more or less comprised in C.S. Dag No. 266, appertaining to Khatian No. 87, in Mouze - Ibrahimipore, J.L. No. 36, Pargana - Khaspur, Revenue Surbey No. 10, together with old dilapidated structure lying and situated at Municipal Premises No. 5/2, Jadavpur East Road, Kolkata 700032, Police Station previously Tollygunge and at present Jadavpur, Additional District Sub Registration Office Alipore, lying within Municipal Ward No. 096 of Kolkata



Municipal Corporation, Assessee No. 21-096-04-0023-9, and is butted and bounded in the following manner:-

On the North	:	By Premises No. 26, Jadavpur East Road, Kolkata 700032;
On the South	:	By 20'ft wide Municipal Road (Jadavpur East Road).
On the East	:	By Premises No. 5/1, Jadavpur East Road, Kolkata 700032;
On the West	:	By Premises No. 5, Jadavpur East Road, Kolkata 700032;

OR HOWSOEVER OTHERWISE the same may be butted and bounded known, numbered called described and/or distinguished.

THE SCHEDULE-B ABOVE REFERRED TO:

Part-I

(Said Apartment)

ALL THAT the residential Apartment No. _____ containing a Carpet Area of _____ Square Feet [Build-up Area whereof being _____ Square Feet (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) and Super Built Up Area being _____ Square Feet, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ on the _____ Floor of the Building delineated and bordered in color RED in the Floor Plan being Annexure A hereto, of the Project known as _____ presently under construction Together with the said Share and pro rata share in the common areas of the said Project more fully mentioned in the Part-I of the Schedule-C hereto Together With right to enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the Part-II of the Schedule-C hereunder written to be used in common with the other Allottee(s).

With right to park One motor car parking space admeasuring _____ Sq. Ft. in the Ground Floor of the Building, exact location to be identified by the Promoter/Developer on or before the Deemed Date of Possession

Part-II

(SPECIFICATIONS)

1. STRUCTURE: The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.
2. EXTERNAL FINISH: Blending of water proof acrylic base paint and other decorative finish with cladding
3. INTERIOR FINISH: Smooth finish on walls with POP/Putty.



4. WALL Clay Brick/Concrete Block/AAC Block
5. CORRIDOR/STAIRS: Marble/Vitrified tile flooring
6. LIFT LOBBY: Flooring with Marble / Granite, Lift Fascia with Granite/Tiles.
7. UNIT FLOORING: Vitrified tiles in living room, dining room, bedroom & balcony, anti-skid tiles in toilet and kitchen floors.
8. KITCHEN: Counter with Granite slab and stainless steel sink, Ceramic tiles on wall 3 ft above counter.
9. TOILETS Ceramic tiles upto door height, Sanitary Ware of reputed make viz. Hindware/Jaquar,
10. STAIR/BALCONY RAIL: M.S. railing with wooden handle.
11. WINDOWS. Powder coated/anodized aluminum window with glazing.
12. DOORS
 - 12.1 Main Doors: Decorative main door of reputed make with night latch and magic eye.
 - 12.2 All internal doors: Seasoned hard wood frames with flush core molded shutters.
13. CP FITTING: Hindware or Equivalent
14. Electrical & Ors.
 - 14.1 Concealed copper wiring with semi modular switches.
 - 14.2 Provision for split A/C points in all bedrooms.
 - 14.3 Telephone point in living room.
 - 14.4 Cable TV point in living room and one bedroom.
 - 14.5 Internet points in Flat/living room.
 - 14.6 Washing machine point.
 - 14.7 Geyser points in bathrooms
 - 14.8 Exhaust fan points in bathrooms & Kitchen.
 - 14.9 Wall hung fan points in Master Toilet and Kitchen.
15. DG Backup: DG backup for lift & common service area; (At Extra Cost)
16. Elevators: Automatic passenger elevator KONE or equivalent.
17. Security System CCTV installation, INTERCOM each flat.
18. Generator facility and/or service (DG Back Up) for bed room & Inside portion of the Flat/unit may be available subject to payment proportionate cost of DG including monthly proportionate requisite charges on actual.



THE SCHEDULE-C ABOVE REFERRED TO:

**PART-I
(COMMON AREAS)**

1. The entire land for the Project;
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
3. The foundation columns beams support corridors lobbies stairs stairways landings entrances and exits and pathways;
4. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises;
5. Toilets and bathrooms for use of darwans, drivers, maintenance e staff staff of the premises;
6. The darwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
7. Water pump and motor with installation (if any separately provided for any Building)
8. Overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Windows/doors/grills and other fittings of the common area of the premises.
10. Electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefor
11. Such other common parts areas equipment installations futuras fittings covered and open space in or about the subject property and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.
12. Electrical installations and the accessories and wirings in respect of the New Building (s) and/or project and the space required therefore, if installed.
13. Tube Well, Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings
14. Water waste and sewerage evacuation pipes and drains from the buildings/Subject Property to the municipal duct/drains
15. Boundary walls of the Subject Property and main gates.
16. Transformer if applicable



17. Generator its installations and its allied accessories.
18. Lifts and their accessories and spaces required therefore.
19. That the ultimate roof the Building shall remain common for all the prospective Flat Owners in the said Project after keeping provision of the Common Areas and Installations as the Developer at its discretion, decide
20. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

PART - II

(COMMON AMENITIES AND FACILITIES)

1. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
2. High Security with CCTV and Intercom facilities.
3. Elevator of reputed manufacturer with lift shafts and lift room
4. Staircases and landings with Marble flooring having Aluminium windows with glass panes.
5. DG for back up for lift and common service area.

THE SCHEDULE-D ABOVE REFERRED TO:

(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains, sewerage line and pipes, and electric cables and wires in under or upon the Building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.



4. **MAINTENANCE IN CHARGE:** Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Vendors or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.

5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).

6. **INSURANCE:** Insurance premium for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

9. **OTHER:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors and/or the Maintenance in charge for the common purposes.

THE SCHEDULE-E ABOVE REFERRED TO:

(PAYMENT PLAN)

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

<u>PAYMENT SCHEDULE</u>	
At the time of Booking/Allotment	10% of Total Price + GST/Applicable Tax
On Agreement	10% of Total Price + GST/Applicable Tax
On Completion of Foundation**	10% of Total Price + GST/Applicable Tax
On Commencement of Casting of First Floor**	10% of Total Price + GST/Applicable Tax
On Commencement of Casting of Second Floor**	10% of Total Price + GST/Applicable Tax
On Commencement of Casting of third Floor**	10% of Total Price + GST/Applicable Tax
On Commencement of Casting of fourth Floor**	10% of Total Price + GST/Applicable Tax
On Completion of Brick Work**	10% of Total Price + Applicable Tax
On Completion of Flooring of the Flat/Apartment**	15% of Total Price + Applicable Tax
On intimation of Possession**	5% of Total Price + Applicable Tax



	Together with the Other Extra & Deposit as mentioned in clause 1.2.2 read with clause v of explanation plus applicable tax
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** Within 30 days of raising of demand such payment shall be made by the Allottees/Purchasers.

THE SCHEDULE-F ABOVE REFERRED TO:

[OBLIGATIONS AND COVENANTS OF THE ALLOTTEE(S)]

1. In addition to the obligations provided elsewhere in the Agreement, the Allottee(s) covenant to comply with the provisions contained herein. The Allottees covenant following:-
 - (a) to make timely payments of all amounts under this Agreement as per Payment Plan mentioned in **Schedule "E"**;
 - (b) to pay registration charges, municipal taxes, water and electricity charges, land revenue and other charges as per Applicable Laws;
 - (c) in case of a delay in payment, to pay interest at the prescribed rate towards any of the amounts due or charges payable under this Agreement;
 - (d) to participate towards formation of Association;
 - (e) to co-operate with the Maintenance In-charge in the management, maintenance, control and administration of the Project and the Common Areas.
 - (f) to take over physical possession of the Said Apartment after full payment of all amounts payable by the Allottee/s under this Agreement and completion of registration of the sale deed within the stipulated timeframe and in the manner mentioned in this Agreement;
 - (g) to participate towards registration of this Agreement in respect of the Said Apartment, as and when the same may be required under the Applicable Laws, by handing over the executed copy of the Agreement to the Promoter for such purposes within the stipulated timeframe and in the manner as may be notified by the Promoter;
 - (h) to participate towards registration of the sale deed in respect of the Said Apartment within the stipulated time frame and in the manner mentioned in this Agreement;
 - (i) not default in payment of any taxes, charges, expenses, insurance or levies to be proportionately shared by the other owners/lawful occupants;
 - (j) not enter into any parallel arrangements for maintenance of the Project;



- (k) not object to the use of Common Areas of the Project by the owners/lawful occupants of other Said Apartments/Villas in Project and for use by the occupants of other phases in the event of development of other phases;
- (l) not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants of the Project;
- (m) not at any time alter split air conditioner position or outdoor Said Apartments position provided inside the Said Apartment by the Promoter.
- (n) in the event air conditioning pipes go through rooms, halls, kitchen, toilets the charges/costs for installing such pipes shall be separately paid by the Allottee.
- (o) not keep any cattle/live stock in the Said Apartment or in the Project and Allottee/s shall keep all the pets confined within the Said Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/lawful occupants of the Project;
- (p) maintain at his own cost, the Said Apartment earmarked to them, in a good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted Authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or bye-laws of the Association of Allottees, ;
- (q) where the Allottee has taken any loan, it shall ensure that it shall make payment of interest and principal amounts as per the terms of the loan agreement entered into with the lender and shall keep the Promoter indemnified against any default or non-payment by the Allottee. Any default by the Allottee under the financing/loan/tripartite agreement shall constitute a default under this Agreement;
- (r) to pay maintenance charges to the Promoter or its nominated maintenance company/agency or Association of Allottees as the case may be;
- (s) to sign all reasonable applications, papers, documents, agreements and other relevant papers and handover such documents to the Promoter, as required, in pursuance of the allotment and to do all reasonable acts, deeds and things as the Promoter may require for the purpose of forming an Association of Allottees;
- (t) not make any structural changes, changes in the internal design or changes on the external facade of the Said Apartment/Building even after the execution of the deed of sale. More specifically, the Allottee/s shall not:
 - i. dismantle any external wall or internal walls,
 - ii. change the elevation,
 - iii. change the position of internal walls,
 - iv. change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,



- v. change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and
- vi. use the external walkways and terraces for storage;
- vii. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Said Apartment and any other Said Apartment in or portion of the Project.
- (u) not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Promoter in concealed and exposed manner within the Said Apartment;
- (v) not divide, sub-divide or demolish any structure of the Said Apartment or any portion thereof or cause to make any new construction in the Said Apartment. Further Allottee/s shall not use the Said Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purpose. Further the Allottee/s shall at all times co-operate with the owners/lawful occupants of the Project;
- (w) To maintain at their own costs the said Apartment in the same good condition and state and order in which it would be delivered to them and to observe and perform all the relevant laws, norms, terms, conditions, rules, regulations and restrictions of the Government, Local and Municipal Authorities, CESC Fire Service Authorities, Pollution Control Authorities and/or any other Statutory Authorities and Local Body with regard to use and maintenance of the said Apartment."
- (x) The Allottee(s) shall ensure the proper maintenance in operation of the lifts, generators, tube well, water supply, electricity, drainage, sewerage and other installations and amenities at the project through the Association of Allotees of which he/she would be a member."
- (y) Without prejudice to the generality of the foregoing, not to use the Said Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners,
- (z) not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (aa) not to install or keep or operate any generator in the Said Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Said Apartment is situate or in any other common areas of the Buildings at the Project save the battery operated inverter inside the Said Apartment.



- (bb) not do or permit to be done any act or thing which may render void or voidable any insurance of the Project and the Building or whereby any increased premium shall become payable in respect of the insurance;
- (cc) not to change/alter/modify the name of the Project and/or any of the Buildings therein from those mentioned in this Agreement.
- (dd) draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other said Apartment owners;
- (ee) after taking the possession, may make non-structural changes/aesthetical changes to the Said Apartment, subject to the prior approval and consent of the Promoter. However, it is hereby clarified that the Allottee/s shall not make any additions or alterations in the Said Apartment that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Building or on the Project;
- (ff) to pay the Promoter, the proportionate share of all necessary sums expended by the Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association of Allottees and for preparing its rules, regulations and bye-laws;
- (gg) Keep the Common Areas, open spaces, common parking areas, paths, passages, staircase, lobby, landings etc. in the Project free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project.
- (hh) no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- (ii) not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Carparking Space, if any or the Common Areas.
- (jj) not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Carparking Space, if any.
- (kk) not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the said Apartment/Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.



- (ll) not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (mm) not install or keep or run any generator in the Said Apartment and the Carparking Space, if any.
- (nn) not install or operate any machinery or equipment except home appliances.
- (oo) not misuse or permit to be misused the water supply to the Said Apartment.
- (pp) not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (qq) not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (rr) not to allow the watchmen, driver, domestic servants or any other person employed by the Allottees or their Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- (ss) not object to any fire safe equipment including fire sprinklers and air conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottee further understands and agrees that as per the present statutory requirements/fire norms and Applicable Laws, the fire extinguisher pipe line/fire sprinklers might be installed inside the walls or ceiling of the Said Apartment as per the extant statutory requirements/fire norms and Applicable Laws and the Allottee shall not demur or raise any objection against such installation at any point of time. Furthermore, the Allottee agrees and understands that the Promoter shall not be liable to aesthetically conceal any such fire extinguisher pipes/fire sprinklers installed inside the walls or ceiling of the Said Apartment and any work for concealment of such fire extinguisher pipe line/fire sprinklers inside the Said Apartment if so desired by the Allottee shall be done by the Promoter to the extent permitted under statutory requirements/fire norms and Applicable Laws at the sole expense of the Allottee.
- (tt) The Promoter shall be entitled to demarcate the Common Area, in such manner as it may deem fit and the Allottee shall not have any right to interfere in the same.
- (uu) The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
- (vv) The Allottee shall be explained by the Promoter all the details regarding the operation of the mechanical car parking and the terms and conditions which the Allottee has to adhere to for enjoying the facility of mechanical car parking.



- (ww) The Promoter shall be entitled to put hoarding/boards of their brand name (including any brand name the Promoter is permitted to use), in the form of neon signs, MS letters, vinyl & sun boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project and on the façade, terrace, compound wall or other part of the Buildings as may be developed from time to time and the Allottee shall not demur or object to the same. Any hoarding/boards, neon signs, MS letters, vinyl & sun boards or any other branding/advertising material put by the Promoter in whatever form may be shall at all the times be maintained through the Charges.
- (xx) The exact location of the Car Parking, if any, allotted to the Allottee will be confirmed by the Promoter at the time of delivering possession of the Said Apartment to the Allottee and such Parking Space shall be for the exclusive use and enjoyment of the Allottee and the Allottee shall not have any power and authority to transfer the same separately other than with the Said Apartment allotted. Furthermore, the Allottee shall accept the Parking Space offered to the Allottee without any demur or objection.
- (yy) All unsold or unallotted car parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.
- (zz) Any scheme of numbering of car parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottees upon such revision.
- (aaa) The Allottees hereby further warrants and confirms that the Allottees shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottees herein) of the Said Apartments in the Buildings/Towers and the Project.

2. Apportionment of Municipal Rates & Taxes & Other Impositions

- a) The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Said Apartments and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.
- b) Upon or after the apportionment of taxes by the KMC, the Allottee alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Said Apartment, as per the bill raised by the KMC, till such time the same is done by KMC the Allottee shall pay taxes proportionately along with other Allottees.
- c) Besides the amount of the impositions, the Allottee shall also be liable to pay the



penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.

- d) The liability of the Allottee of Impositions and Penalties in respect of the said Apartment would accrue with effect from date of Completion Certificate received for the Project.
- e) The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.

THE SCHEDULE-G ABOVE REFERRED TO:

[DEFINITIONS]

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- (a) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- (b) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- (c) **ARCHITECT** - shall mean any such person or persons who may be appointed by the Promoter as the Architect for the said Project.
- (d) **ASSOCIATION** - shall mean an Association of Allottees/Apartment Owners in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.
- (e) **APPLICATION MONEY**- shall have the meaning ascribed to it in Clause 1.13.
- (f) **BUILDING/NEW BUILDING**- shall mean the new buildings under construction at the said Premises for the time being, the complex being named "....." containing several independent and self contained residential apartments, parking spaces and other constructed areas.
- (g) **BUILD UP AREA** - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the common facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.
- (h) **BOOKING AMOUNT** - shall mean 10% of the Total Price for the Apartment which includes the Application Money plus GST;
- (i) **CANCELLATION CHARGES** - shall mean collectively (i) the Booking Amount; (ii) all interest liabilities on the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque;



- (j) **CARPET AREA** - shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression 'exclusive balcony or verandah area' means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and 'exclusive open terrace area' means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee.

- (k) **CHARGEABLE / SUPER BUILT-UP 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 Building and the Premises, attributable to such Apartment / Unit as shall be determined by the Promoter/Developer in its absolute discretion. It is clarified that Chargeable / Super Built-up 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 Allottees/Purchasers.
- (l) **COMMON AREAS** - shall mean and include the areas, as mentioned in **Part I** of the **Schedule-C** hereto.
- (m) **COMMON FACILITIES AND AMENITIES** - shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Schedule-C** hereto.
- (n) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees as mentioned in the **Schedule-D** hereto and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s).
- (o) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.
- (p) **PLAN** - shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Permit No..... dated for construction of the Ground plus (G+.....) building consisting of self contained independent residential apartments and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof to be known as and wherever the



context so permits or intends shall include a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, and any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

- (q) **PROJECT** – shall mean the residential building complex to be known as comprising of one Ground plus Four (G+IV) with a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute, consisting of self contained independent apartments and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Promoter in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.
- (r) **SAID SHARE** – shall mean pro rata undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).
- (s) **SERVICE INSTALLATIONS** – shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.
- (t) **SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the **Part-II** of the **Schedule-B** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.
- (u) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (v) 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**.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.



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

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS: Please affix photograph and sign across the photograph

Signature _____
Name _____
Address _____

At Kolkata on2026 in the presence of :

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER: Please affix photograph and



sign across the
photograph

Signature _____

Name _____

Address _____

At Kolkata on2026 in the presence of :

WITNESSES:

1. Signature
Name _____
Address _____

2. Signature
Name _____
Address _____

SIGNED AND DELIVERED BY THE
WITHIN NAMED ALLOTTEES:

Please affix
photograph and
sign across the
photograph



(2) Signature _____

Please affix

Name _____

Address _____

photograph and
sign across the
photograph

At Kolkata on2026 in the presence of :

WITNESSES:

1. Signature

Name _____

Address _____

2. Signature

Name _____

Address _____

Drafted by:

(.....)

Advocate,

Enrolment No.



RECEIPT

RECEIVED of and from the within-named Allottees the within-mentioned sum of Rs...../- (**Rupees** **only**) being the part consideration money as per Memo below:-

MEMO OF CONSIDERATION

Sl. No.	DD/Cheque No./RTGS/NEST/IMPS/Loan	Date	Bank / Branch	Amount
1				
2				
3	TDS paid			
			TOTAL;	Rs..... /-

(**RUPEES** **ONLY**).

Witness:-

1.

2.

PROMOTER

