

**AGREEMENT FOR SALE**

This Agreement for Sale (“**AGREEMENT**”) executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at Kolkata

**BY AND BETWEEN**

**LAXMI KUNJ REALTY PRIVATE LIMITED** (previously known as **Kalyani Plasto Pet Private Limited**), a private limited company governed by the provisions of the Companies Act, 2013, having its registered address at 95/2C, Cossipore Road, Post Office Cossipore, Kolkata-700002, Police Station Cossipore, District North 24 Parganas [CIN \_\_\_\_\_] [PAN AAFCK8883P], represented by one of its directors, **Sri Rajesh Kumar Sharma**, son of Laxmi Narayan Sharma, by faith Hindu, by occupation Business, nationality Indian, residing at 6B, Mohit Maitra Sarani, Post Office Bagbazar, Kolkata – 700003, Police Station Shyampukur [PAN ALXPS1035P] [Aadhaar No. 4929 3650 1143] hereinafter referred to as the “**OWNER/PROMOTER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the directors for the time being of the said company or such other person and/or persons who may be taken in and/or admitted as director and/or directors of the said company or such other person and/or persons who may carry on the business of the said company and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART;**

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a

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

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of

the respective partners) of the **SECOND PART**.

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

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

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

**WHEREAS :**

A. The Owner/Promoter is the sole and absolute owner of and is absolutely seized and possessed of and/or sufficiently entitled to **ALL THAT** piece and parcel of Land admeasuring 9 (nine) *cottah* 11 (eleven) *chittack* and 9 (Nine) square feet **together with** brick built structures thereon, situate, lying at and being Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in R.S. *Dag* Nos. 2869 and 2869/9404, corresponding L.R. *Dag* Nos. 4523 and 4520, recorded in R.S. *Khatian* No. 8606 and 9183, L.R. *Khatian* No. 15603, *Mouza* Baranagar, J.L. No. 5, Post Office Baranagar, Kolkata-700035, Police Station Baranagar, within Ward No. 30 (old No. 6) of Baranagar Municipality, District North 24 Parganas, hereinafter referred to as the “**Said Premises**” shown in “**RED**” colour in the map/plan annexed hereto and marked as “**Annexure A**” and more fully and particularly described in **SCHEDULE 1** hereunder written. The ownership of and the freehold title to the Said Premises has devolved unto the Owner/Promoter herein from its predecessors-in-interest in the manner more fully and particularly described in **SCHEDULE 6** hereunder written, which shall form an integral part of this Agreement.

- B. The Said Premises is earmarked for the purpose of development of a residential project comprising of a single tower/building consisting of Five (G+ Four) Floors ("**Building**") comprising of multiple apartments on each floor of the Building and other common areas, parts, portions, facilities, amenities, utilities and installations proposed to be constructed within the Building and the Said Premises ("**Project**") by the Promoter.
- C. The Promoter, for that purpose has caused a building plan to be sanctioned by the Baranagar Municipality ("**BM**") vide building permit No. SWS-OBPAS/2103/2022/0490 dated 4<sup>th</sup> January, 2023 ("**said Plan**"). Further, the said Project known as "**LAXMIKUNJ**". Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- D. The Owner/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to their right, title and interest in respect of the Said Premises and the Project proposed to be constructed thereat.
- E. The Promoter, for the purpose of development of the Project, has caused a five (G+four) storied building plan sanctioned by the Baranagar Municipality vide building permit No. SWS-

OBPAS/2103/2022/0490 dated 4<sup>th</sup> January, 2023 (“**Project Plan**”).

The Promoter agrees and undertakes that it shall not make any changes to the Project Plan except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and other laws as applicable.

F. The Promoter has register the said Project under the said Act under registration No. \_\_\_\_\_ dated \_\_\_\_\_.

G. The Allottee has applied for the allotment of a residential apartment in the Project, vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted **ALL THAT** apartment No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ Sq. ft, **covered area of .....**( **super built up area of .....**) , altogether located at the \_\_\_\_\_ Floor of the Building in the Project named “**LAXMIKUNJ**” **TOGETHER WITH** the right to use \_\_\_\_\_ (\_\_\_\_\_) numbers of parking space admeasuring \_\_\_\_\_ sq. feet, more or less, and located at the Building/Said Premises (hereinafter referred to and identified as the “**Parking Space**”) (hereinafter collectively referred to and identified as the “**Unit**” ) as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule “C” and the floor plan of the apartment is annexed hereto and marked as Schedule D).

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed here.
  
- I. The Allottee has caused necessary due diligence and satisfied himself/itself about the rights, title and interest of the Owner/Promoter in respect of the Said Premises and the Project proposed to be developed thereat and all legal incidents and matters in relation thereto and/or affecting the Project and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Building and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.
  
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
  
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the

terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment together with the Parking Space as specified in paragraph G;

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

**1. TERMS**

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

The Total Price for the Apartment mentioned in **Part - I** of **SCHEDULE 5** hereunder written, break up whereof is as follows:

Block/Building/Tower no. _____ _____Apartment Unit no. _____ Floor _____	Rate of Apartment per square feet*

Sl. No.	Description	Amount (In INR)
A.	<b>Unit Price:</b>	
	a) Cost of Unit	Rs ----- /-
	b) _____ Nos. of Parking Space	Rs. _____ /-
	c) Total GST	Rs. _____ /-
	<b>Sub-Total</b>	<b>Rs. _____ /-</b>
<b>If any changes in GST rules then the allottee shall pay the prevailing charges of GST as per applicable law.</b>		

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per Payment Schedule:

- (a) Cost of Electric Meter;
  - (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
  - (c) Charges for mutation and separate assessment of the Unit mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
  - (d) Costs, charges and expenses for individual satellite cable TV connection as per actuals;
- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, CGST, if any, as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession or the Deemed Date of possession of the Unit to the Allottee.

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Apartment includes: 1) pro rata share in the Common Areas; and 2) Parking Space as provided in the Agreement.

The Total Price is escalation-free, **save** and **except** increases which the Allottee hereby agrees to pay, due to increase on account of

development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter/e-mail being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in **Part II of SCHEDULE 5 ("Payment Plan")**.

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a mutually agreed percentage to be decided and agreed by the Allottee for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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 therein in respect of the Apartment or Project, as the case may be, without

the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area of the Unit that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) 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 any reduction in the carpet area within the defined limit then the Promoter shall refund and /or adjust the excess money paid by the Allottee at the time of final possession or within 45 (forty-five) days from the date of final demand for possession, along with annual interest at the rate specified in the West Bengal Real Estate (Regulation and Development) Rules, 2021 ("**Rules**") from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Part II of SCHEDULE 5**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the Unit;
- (ii) The Allottee shall also have the right to use undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner/Promoter shall convey undivided proportionate title in the Common Areas to the Association of allottees as provided in the Act;

That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Unit but also the Common Areas, Parking Space, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment (including the 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 Said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

The Promoter agrees to pay all outgoings till the obtainment of Occupancy Certificate and/or Completion Certificate and/or Partial Completion Certificate, which it has collected from the Allottee for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which

are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (“**Booking Amount**”) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum).

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/demand draft/ banker's cheque or online payment (as applicable) in favour of "\_\_\_\_\_ " payable at Kolkata or in the manner mentioned in the said demand/email.

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

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

part to comply with the applicable guidelines issued by the Reserve of Bank of India, the Allottee shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the Common Areas to the Association of allottees after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan in **SCHEDULE 5.**

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

The Allottee has seen and accepted the proposed layout plan of the Apartment and floor plan of the Unit as also shown in **Annexure-B** to the Agreement and specifications, amenities and facilities of the Apartment/Project as mentioned in the **SCHEDULE-4** hereto and have accepted the same 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 approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Act and shall not have an option to make any variation /alteration /modification in such plans or other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### 7. POSSESSION OF THE APARTMENT

**Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter, based on the approved plan and specifications, assures to hand over possession of the Apartment on .....

unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and any event or happening which is beyond the control of the Promoter affecting the regular development of the Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of

a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate or completion certificate, whichever be applicable, from the competent authority, within a maximum period of 15 (fifteen) days from the date of such certificate, shall issue a notice in writing (**"NOTICE OF POSSESSION"**) by speed post/e-mail in favour of the Allottee calling upon the Allottee to take possession of the Unit within a maximum of 45 (forty five) days from the date of the said Notice by the Allottee (the **"POSSESSION DATE/ DEEMED DATE OF POSSESSION"**).

Provided that the conveyance deed in favour of the Allottee shall be executed and registered by the Owner/Promoter, as the case may be (subject, however, to the Allottee making all payments as

mentioned in the **Part II** of **SCHEDULE-5** hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within 3 (three) months from the date of issue of occupancy/ completion certificate (or such other certificate by whatever name called issued by the competent authority) and the Allottee shall be bound to register the conveyance deed within the time stipulated above. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession and/or from the Deemed Date of Possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be.

**Failure of Allottee to take Possession of Apartment:** Upon receiving the Notice of Possession from the Promoter as per clause 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in “the Notice of Possession” as mentioned in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges ,taxes as specified

in para 7.2 and all other outgoings mentioned in this Agreement.

**Possession by the Allottee:** After obtaining the occupancy / completion certificate (or such other certificate by whatever name called issued by the competent authority) and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment along with the interest liabilities and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

## **Compensation**

The Owner/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 herein; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration, if any, under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) within 45 days including compensation in the manner as provided under the Act.

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules (which is currently equivalent to the prevailing

Prime Lending Rate of the State Bank of India plus 2% (two percent ) per annum) for every month of delay, till the handing over of the possession of the Apartment.

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

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

- I. The owner/promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- II. The owner/promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- III. There are no encumbrances upon the said Land or the Project;
- IV. There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- V. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been

obtained by following due process of law. Further, the owner/promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

- VI. The owner/promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- VII. The owner/promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- IX. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

- X. The Schedule 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 Schedule Property;
- XI. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- XII. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- XIII. That the property is not Waqf property.

## **EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified herein. For the

purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a bare shell which is complete in all respects;

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules (which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules(which is currently equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum) , for every month of delay till the handing over of the possession of the Apartment.

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

- I. In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- II. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

The Owner/Promoter, if applicable on receipt of the Total Price of the Apartment as per para 1.2 along with any other dues under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Unit together with right to use proportionate indivisible share in the Common Areas to the Allottee within 3 (three) months from the date of issuance of the completion/occupancy certificate

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the issuance of the completion certificate of the Project.

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession and/or Deemed Date of Possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as

determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

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

#### **15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to

use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by the Allottees for rendering maintenance services

## **16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

Subject to Clause 12 above, the Allottee shall, from the Deemed Date of Possession/or after taking possession, whichever is earlier, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, 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 Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees 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 Project, buildings therein or Common Areas. The Allottees shall also not change the

colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.

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

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

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

competent authority in respect of the Apartment at his/ her own cost.

#### **18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Project Plan has been approved by the competent authority(ies) except for as provided in the Act.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

#### **20. APARTMENT OWNERSHIP ACT**

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 has duly complied with and/or will comply with all such laws/regulations as applicable in the State of West Bengal.

## **21. BINDING EFFECT**

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

## **22. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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 Apartment, as the case may be.

### **23. RIGHT TO AMEND**

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

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

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

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

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as mentioned in **Part-II** of **SCHEDULE- 5** hereunder mentioned including waiving the payment of interest for delayed payment. It is

made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

## **26. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to

make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

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

### **30. NOTICES**

That all notices to be served on the Allottee and the Owner/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:

**Allottee:**

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**Owner/Promoter:**

**Laxmi Kunj Realty Private Limited**

95/2C, Cossipore Road

Kolkata-700002

District North 24 Parganas

It shall be the duty of the Allottee and the Owner/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.

### **31. JOINT ALLOTTEES**

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

### **32. GOVERNING LAW**

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

### **33. DISPUTE RESOLUTION**

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

[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or in consistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

**34. ADDITIONAL TERMS:** The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with

the terms and conditions set out above:

In respect of clause 7.1, 7.5, 7.6, 9.2 and 9.3 of this Agreement, it is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be responsible/liable to approach the authorities concerned for refund of such GST.

In respect of clause 7.5 and 9.3 above of this Agreement:

- (a) The Allottee agrees that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall make such refund without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee. However, in the event the Allottee is required by the Promoter to execute and present for registration a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only on registration of such Deed of Cancellation, the Promoter shall refund to the Allottee amounts as mentioned in Clause 7.5 and 9.3 above.
- (b) The Allottee further understands and agrees to pay the necessary Stamp Duty, registration fees, all other charges and expenses if any, that may be payable for registration of the Deed of Cancellation. The Allottee further understands that on such

cancellation, the amounts already paid towards Stamp Duty and registration fee of this Agreement For Sale is nonadjustable or non-refundable.

- (c) In the event the Allottee is unable to execute the said Cancellation Deed; the Promoter shall have the right to unilaterally execute and/or register the said Cancellation Deed and the Allottee shall not object to the same.

In respect of clause 10 of this Agreement, it is clarified that the conveyance deed shall be drafted by the Advocates of the Promoter.

The following clauses are to be read in continuation with Clause 11 hereinabove:

The cost of such maintenance as mentioned in clause 11 above from the date of the Allottee taking over physical possession and/or from the Deemed Possession Date, as mentioned in 7.2 above, whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Unit and/or in the manner as provided in this agreement and/or as may be so decided by the Developer and/or the association of allottee, as the case may be,

In respect of clause 12 of this Agreement, it is expressly agreed and understood that in case the Allottee, without first notifying the

Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 30 working days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in clause 12 of this Agreement and the Allottee shall not be entitled to any cost or compensation in respect thereof. Further, the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles (wherever given) after the Allottee taking over possession of the Unit, 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;
- b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

- c. If there are changes, modifications or alterations in doors, or other related items excluding those which the Allottee is not permitted to change then the Promoter will not take responsibility of door locks or door alignment or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d. If the Allottee after taking actual physical possession of the Unit, executes interior work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Unit, 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;
- e. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained;
- f. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Unit going out of order or malfunctioning

due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof;

- g. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
  
- h. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

The Promoter shall not be liable to execute or cause to be executed any conveyance deed or other instruments or deliver possession of the Apartment in favour of the Allottee until such time the Allottee makes payment of all amounts (including all other charges) agreed and required to be paid hereunder by the Allottee AND the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and

performed until then.

The Allottee shall be and remain responsible for and indemnify the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the Said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings, costs, expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants, agents, licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

The Promoter shall assist the Allottee to obtain electricity meters with respect to his/her/its Unit from electricity supply agency. The Allottee shall be required to fill in the requisite forms and pay the applicable security deposit and charges to electricity supply agency. The Allottee shall pay the electricity bill pertaining to his/her/its Unit directly to electricity supply agency.

The Allottee shall within 3 (three) months of completion of sale that is from the date of registration of the Deed of Conveyance ,apply for and obtain at his/her/its own costs separate assessment and

mutation of the Apartment in the records of the Baranagar Municipality and shall keep the Owner/Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner/ Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;

That before taking actual physical possession of the Apartment and execution and registration of the Conveyance Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained provided that the Allottee may transfer or alienate the Apartment or his/her /their rights under this Agreement by way of nomination with the prior consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter till then and not being in default in observance of his obligations under this Agreement provided however that the Allottee shall be liable for payment to the Promoter of a fee / charge calculated Rs.500/- (Rupees Five Hundred) per square feet on Carpet Area (plus applicable taxes) as and by way of nomination fees to the Promoter AND in case so required by the Promoter or the ultimate Allottee of the Apartment, the Allottee herein shall join and also cause all intervening nominees to join in the conveyance and other documents

of transfer as confirming parties And Subject Nevertheless To the following terms and conditions:

- a. The Promoter may grant its consent for such nomination transfer or alienation only upon being paid the fee /charge as aforesaid;
- b. Any such nomination assignment transfer or alienation shall be subject to the terms, conditions, agreements and covenants contained hereunder and on the part of the Allottee to be observed, fulfilled and performed;
- c. The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee/transferee;
- d. Under no circumstances, the Allottee shall be entitled to let out the Unit before possession of the Unit is delivered to the Allottee and Conveyance executed in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
- e. All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer/nomination/alienation shall be payable by the Allottee or its nominees.

#### **FORMATION OF ASSOCIATION OF ALLOTTEES**

In addition, to whatever has been agreed in the clauses 11 and 19

above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas:

- a. There will be an association of the allottees of the Project formed in accordance with the Act and/or the West Bengal Apartment Ownership Act, 1972 along with the rules and bye-laws framed thereunder ("**Association**"). The maintenance of the Common Areas shall be handed over to the Association by the Promoter in conformity with the provisions of the West Bengal Apartment Ownership Act, 1972 and Rules and Bye-laws framed thereunder. The allottees shall be liable to comply with the formalities of becoming members of Association and also to comply with the rules and bye-laws of the Association. The Promoter, as prescribed under the Act and/or the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) shall notify the allottees of the Project regarding formation of the Association of the Project so as to enable them to constitute/form such Association.
  
- b. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee shall simultaneously with execution of this

Agreement, provide a Letter of Authority to the Promoter authorizing the Promoter to take necessary steps for formation of Association in respect of the Project, on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- c. Each Apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment. Further, in the event an Apartment is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
  
- d. The Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within and in such manner as prescribed under applicable laws (hereinafter referred to as the “**Handover Date**”). Save as provided herein, on and from the

Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter , and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner/Promoter fully safe, harmless and indemnified in respect thereof.

- e. The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.

- f. The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make the payment of the proportionate share of the monthly Maintenance Charges and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the rights of the allottees in the Project.
  
- g. Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
  
- h. Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably

determine for recovery of the said amounts.

- i. Till such time the Association is formed and the maintenance of the Project is handed over to the Association, the Promoter shall look after the maintenance and for this purpose the Allottee shall pay to the Promoter maintenance charges.

#### **INTERIM MAINTENANCE PERIOD**

In addition, to whatever has been agreed in the clauses 11 and 19 above, the Parties agree specifically as under with regard to maintenance and management of the Common Areas:

- a. The Promoter, in order to ensure the benefit of the Project and the allottees, either on its own or through its nominated agency shall maintain and manage the Common Areas at the costs and expenses of the allottees but for a period not exceeding three (3) years from the date of obtaining the completion certificate for the Project ("**Interim Maintenance Period**"). The Allottee, will pay Maintenance Charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period. It is hereby clarified that in case the Association is not formed even after the Interim Maintenance Period without any fault on the part

of the Promoter and despite its repeated persuasion for the formation of the Association, then, there shall be separate agreement between the Promoter and the allottee(s) containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of Common Areas beyond the Interim Maintenance Period.

The Allottee hereby expressly and unequivocally agrees to strictly observe and fulfil the rules, regulations and restrictions as described in the **SCHEDULE-7** hereunder written for the better use and enjoyment of the Apartment, and also for the better management and maintenance of the Building and the Project.

There shall be some services which shall be on free basis and/or some services shall be on chargeable basis which shall be decided by the Developer or Association in due course.

That the developer shall have every right to change the uses and or modification of the proposed building and also regularize the sanction plan from the competent authority and for the same the allottee shall not raise any objection in any manner whatsoever.

**THE SCHEDULE-1 ABOVE REFERRED TO:**

**(“Said Premises”)**

**ALL THAT** piece and parcel of Land admeasuring 9 (nine) *cottah* 11

(eleven) *chittack* and 9 (Nine) square feet **together with** brick built structures thereon, situate, lying at and being Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in R.S. *Dag* Nos. 2869 and 2869/9404, corresponding L.R. *Dag* Nos. 4523 and 4520, recorded in R.S. *Khatian* No. 8606 and 9183, L.R. *Khatian* No. 15603, *Mouza* Baranagar, J.L. No. 5, Post Office Baranagar, Kolkata-700035, Police Station Baranagar, within Ward No. 30 (old No. 6) of Baranagar Municipality, District North 24 Parganas butted and bounded in the following manner:

**On The** : By Maharaja Nanda Kumar Road (North).

**North**

**On The East** : By others' property.

**On The** : By 12 (twelve) feet wide Municipal Road.

**South**

**On The West** : By Courtyard and thakur dalan.

**THE SCHEDULE-2 ABOVE REFERRED TO:**

**("Apartment")**

**ALL THAT** apartment No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ Sq. , covered area of.....Sft more or less( super built up area of ..... Sft more or less) located at the \_\_\_\_\_Floor of the Building in the Project named "**Laxmikunj**" **TOGETHER WITH** the right to use \_\_\_\_\_ (\_\_\_\_) numbers of parking space admeasuring\_\_\_\_\_sq. feet, more

or less, and located at the Building/Said Premises (referred to and identified as the “**Parking Space**”) (collectively referred to and identified as the “**Unit**” ) **TOGETHER WITH** the perpetual irrevocable proportionate right to use the common areas parts, portions, facilities, amenities, utilities and installations, more fully, described under **SCHEDULE 3** hereto (referred to as the “**Common Areas**”) in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner/Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (collectively referred to and identified as the “**Apartment**”) and the Unit is delineated in **RED** color on **MAP/PLAN** annexed hereto and the Parking Space(s) is/are delineated in **RED** color on the **MAP/PLAN**.

**THE SCHEDULE-3 ABOVE REFERRED TO**

**(Common Areas)**

- Lobbies on all floors and staircase of the Said Building.
- Lift machine room and lift well of the Said Building.
- Water supply system including pumps, reservoirs/tanks of the Said Building.
- Water supply pipeline in the Said Building (save those inside any Flat or attributable thereto).
- Drainage and sewage pipeline in the Said Building (save those inside any Flat or attributable thereto).
- Wiring, fittings and accessories for lighting of lobbies, staircase and other Common Portions of the Said Building.

- Electricity meters and space for their installation.
- Elevators and allied machinery in the Said Building.
- Total work of Cable Television in the Said Building.
- Roof above the top floor of the Said Building.
- Generator space.
- One community room with A.C. provision on the top roof of the said building.
- One small children play area without A.C. provision on the top roof of the said building.
- Water purifier.
- C.C. Tv Camera, monitor and machineries.

**SCHEDULE-4 ABOVE REFERRED TO**

**(Specifications)**

**Common Portions:**

The Common Portions will be completed and finished as follows:

<b>Structure &amp; Brick Work</b>	<p>Earthquake resistant RCC framed construction. All concrete works, plain or RCC will be done in desired proportion of (1:3:6), (1:2:4) and (1:1.5:3).</p> <p>External Walls: 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1<sup>st</sup> class kiln burnt brick, except the</p>
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	<p>front wall of the Said Building which will be finished by mechanized bricks.</p> <p>Partition Walls: 75/125 mm thick brick work with sand cement mortar in proportion (1:4) by using 1<sup>st</sup> class kiln burnt bricks and in case of 75 mm thick wall wire mesh will be used at every 3<sup>rd</sup>/4<sup>th</sup> layer.</p>
<b>Plastering</b>	19 mm/12mm/6mm of plastering in standard proportion in respective areas, viz. outer and inner surface of walls and ceiling.
<b>Stair Case</b>	Staircase will be finished with good quality Marble and 75 mm diameter wooden polished railing with 16 mm M.S. Square bar.
<b>Roof Treatment</b>	25 mm thick mosaic roof tiles or PCC with IPS finish of chequered fashion over water proof chemical treatment.
<b>Water Supply</b>	<p>Water will be made available from municipal supply. Deep tubewell may be provided subject to permission of Baranagar Municipality, at extra cost.</p> <p>Over Head Tank will be made of R.C.C. and distribution to each Flat will be through GI pipe (from 1" to ¾") network.</p>
<b>Drainage</b>	Necessary water drainage connection as per Baranagar Municipality requirement (as per

	approved drawing) with very good quality material.
<b>Electrical</b>	<p>Concealed P.V.C. conduits and copper wire of desired cores of reputed make.</p> <p>MS concealed switch box and modular switches of reputed make.</p> <p>Separate Meters for all co-owners as well as for common use will be provided at extra cost.</p> <p>1 (one) elevator having capacity of 4 (four) passengers will be provided.</p>
<b>Painting And Finishing</b>	<p>Outside face of external walls will be finished with Snowchem or equivalent cement based paint.</p> <p>Internal face of the walls will be finished with very good quality plaster of paris.</p> <p>Window, gate and grills will be painted with two coats of enamel paints over a coat of primer.</p>

**Said Flat:**

The Said Flat will be completed and finished as follows:

<b>Brick Work</b>	<p>External Walls: 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1<sup>st</sup> class kiln burnt brick.</p> <p>Partition Walls: 75/125 mm thick brick work with sand cement mortar in proportion (1: 4) by using 1<sup>st</sup> class kiln burnt bricks and in case of 75 mm thick wall wire mesh will be used at every 3<sup>rd</sup>/4<sup>th</sup> layer.</p>
<b>Plastering</b>	19 mm/12mm/6mm of plastering in standard proportion in respective areas, viz. outer and inner surface of walls and ceiling.

<b>Floor Rooms And Toilets</b>	<b>of And</b>	Bed Rooms, Verandah, Drawing-Dinning, Kitchen and Toilet will be finished with white piece Marble.
<b>Toilet</b>	<b>Walls</b>	Upto 6'9" finished with glazed tiles.
<b>Door</b>		Will be made of 12mm thick good quality ply shutter paneled by 35mm thick wooden rail and style filled on Malaysia wooden frame.
<b>Window</b>		Aluminium channel window of 1.2 mtrs. height with MS Grill including painting.
<b>Grills</b>		Mild Steel flats/ square bars will be used as per design.
<b>Sanitary Fittings In Toilets</b>	<b>In</b>	The following will be provided: Tap with mixing arrangement. Wash basin (20") of Hindustan or equivalent. Porcelain European commode of Hindustan or equivalent. Concealed hot and cold water pipe line with GI pipes of Tata (Medium). Fittings will be I.C.I made.
<b>Kitchen</b>		Kitchen platform will be of Black Granite with dado upto 2' of ceramic tiles over the kitchen platform. Stainless steel sink will be provided.
<b>Electrical Points And Fittings</b>		Concealed P.V.C. conduits with copper wire of desired cores of ISI marked. MS concealed switch box with modular switches with earthing for installations.  All bedrooms – 3 light points, 1 fan point, 2 5 amp plug point, 1 15 amp power point, 1 foot lamp and 1 TV/Cable point, 1 AC point in each bedroom.  Living/Dining – 4 light points, 1 fan point, 3 5amp plug point, 1 15amp power point, 1 foot lamp and 1 TV/Cable point.  Kitchen – 2 light points, 1 exhaust fan point, 1 5amp plug point, 1 15amp power point.  Toilet – 2 light points, 1 exhaust fan point, 1 15amp power point. Verandah – 1 light points.

<b>Painting And Finishing</b>	Internal face of the walls will be finished wall putty. Window, gate and grills will be painted with two coats of enamel paints over a coat of primer.
<b>Extra Charges:-</b>	Any other work beyond the above specification inside the Flat area without damaging the structure may be altered / added shall be treated as extra work and this is to be done by the prior information to the seller. Seller will charge the extra cost for such extra works beyond the schedule rate for the Flat. <b>NB.</b> Extra works amount are payable at advance.

**THE SCHEDULE-5 ABOVE REFERRED TO:**

**PART-“I”**

**(Total Price)**

Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_)

**only)** which includes the price of the Apartment, GST for the Apartment to be paid by the Allottee to the Promoter in the manner as mentioned in **Part-II** below,

**PART-“II”**

**(Payment Plan)**

<b>SL NO</b>	<b>STAGES OF PAYMENT</b>	<b>% OF PAYMENT</b>	<b>AMOUNT</b>
1	On Application	10% of Unit Price + GST	
2	Signing of Agreement to Sale/ Completion of Piling	10% of Unit Price + 25% of other Charges +GST	
3	On Completion of 2nd Floor Casting	10% of Unit Price + GST	

4	On Completion of 10th Floor Roof Casting	10% of Unit Price + 25% of other Charges +GST	
5	On Completion of 15th Floor Roof Casting	10% of Unit Price + GST	
6	On Completion of 20th Floor Roof Casting	10% of Unit Price + 25% of other Charges +GST	
7	On Completion of Top Floor Roof Casting	10% of Unit Price + GST	
8	On Installation of Service lift	5% of Unit Price +GST	
9	On Completion of Unit	10% of Unit Price + GST	
10	On Fitout	10% of Unit Price + GST	
11	On Notice for Possession	5% of Unit Price + 25% of other Charges + Interest Free Sinking fund deposit + Interest Free Advance CAM + GST	

**THE SCHEDULE-6 ABOVE REFERRED TO:**

**(Devolution of Title)**

- 1. Sale of First Property:** By a Deed of Conveyance (in Bengali language) dated 15<sup>th</sup> January, 2004, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. I, at Pages 1 to 19, Being No. 03704 for the year 2005, Shobharani Mukherjee, Ashit Kumar Mukherjee and Anita Chakraborty jointly sold, conveyed and transferred to Bio-Drug Laboratories Private Limited, land measuring 2 (two) cottah, more or less, together with brick built structure, situate at Municipal Premises No. 348/2, Maharaja Nanda Kumar Road (North),

comprised in R.S. Dag No. 2869, recorded in R.S. Khatian No. 8606, J.L. No. 5, Mouza Baranagar, Post Office Baranagar, Kolkata-700035, Police Station Baranagar, within the jurisdiction of Baranagar Municipality, District North 24 Parganas (**First Property**), free from all encumbrances and for the consideration mentioned therein. The First Property is an integral part and portion of the Said Premises.

2. **Sale of Second Property:** By a Deed of Conveyance (in Bengali language) dated 15<sup>th</sup> January, 2004, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. I, at Pages 1 to 16, Being No. 03705 for the year 2005, Shobharani Mukherjee as the vendor along with Ashit Kumar Mukherjee and Anita Chakraborty, as the confirming parties, jointly sold, conveyed and transferred to Bio-Drug Laboratories Private Limited, land measuring 5 (five) cottah, more or less, together with brick built structure, situate at Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in R.S. Dag No. 2869, recorded in R.S. Khatian No. 8606, J.L. No. 5, Mouza Baranagar, Post Office Baranagar, Kolkata-700035, Police Station Baranagar, within the jurisdiction of Baranagar Municipality, District North 24 Parganas (**Second Property**), free from all encumbrances and for the consideration mentioned therein. The

Second Property is an integral part and portion of the Said Premises.

3. **Sale of Third Property:** By a Deed of Conveyance (in Bengali language) dated 15<sup>th</sup> January, 2004, registered in the Office of the Additional Registrar of Assurances II, Kolkata, in Book No. I, Volume No. I, at Pages 1 to 19, Being No. 03706 for the year 2005, Shobharani Mukherjee, Ashit Kumar Mukherjee and Anita Chakraborty, jointly sold, conveyed and transferred to Bio-Drug Laboratories Private Limited, land measuring 3 (three) cottah and 3 (three) chittack, more or less, together with brick built structure, situate at Municipal Premises No. 347B, Maharaja Nanda Kumar Road (North), comprised in R.S. Dag No. 2869/9404, recorded in R.S. Khatian No. 9183, J.L. No. 5, Mouza Baranagar, Post Office Baranagar, Kolkta-700035, Police Station Baranagar, within the jurisdiction of Baranagar Municipality, District North 24 Parganas (**Third Property**), free from all encumbrances and for the consideration mentioned therein. The Third Property is an integral part and portion of the Said Premises.

4. **Ownership of Said Premises:** Pursuant to the above Bio-Drug Laboratories Private Limited became the sole and absolute owner of the First Property, the Second Property and the Third Property, collectively formed the Said Premises described in the **SCHEDULE-1** above.

5. **Amalgamation:** The First Property, the Second Property and the Third Property amalgamated into one premises i.e. Municipal Premises No. 348, Maharaja Nanda Kumar Road (North) which formed the Said Premises.
6. **Mortgage by Bio-Drug Laboratories Private Limited:** Bio-Drug Laboratories Private Limited had taken a cash credit loan from State Bank of India by creating a charge over the Said Premises which they failed to repay.
7. **Auction of Said Premises:** The State Bank of India for securing the repayment of the loan invited bidders to purchase the Said Premises for a sale price as per section 13 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and as per Rule 8 and 9 of the Security Interest (Enforcement) Rules, 2002.
8. **Purchase by Owner:** The Owner being the highest bidder paid a sum of Rs.1,31,76,000/- (Rupees one crore thirty one lakh and seventy six thousand) to the State Bank of India and the State Bank of India duly issues a Certificate of Sale under Rule 9(6) of the Security Interest (Enforcement) Rules, 2002 and on 30<sup>th</sup> August, 2017 registered in the Office of the Additional Registrar of Assurances IV, Kolkata, in Book No. I, Volume No. 1904-2017, at Pages 344278 to 344300, Being No. 190409016 for the year 2017 (**Said Deed**), the Owner purchased from the State Bank of India

being the Auction Seller, the Said Premises, free from all encumbrances.

9. **Mutation by Owner:** The Owner mutated its name in the Baranagar Municipality as well as the Block Land and Land Reforms Office in L.R. *Khatian* No. 15603 with regard to the Said Premises.

10. **Deed of Declaration:** By a Deed of Declaration dated 7<sup>th</sup> November, 2022, registered in the Office of the Additional Registrar of Assurances IV, Kolkata, in Book No. I, Volume No. 1904-2022, at Pages 1078327 to 1078348, Being No. 190418165 for the year 2022, the State Bank of India as the Auction Seller and the Owner as the Auction Purchaser rectified few typographical errors in the Said Deed.

11. **Deed of Gift by Owner:** By a Deed of Gift dated 16<sup>th</sup> November, 2022, registered in the Office of the Additional District Sub-Registrar, Cossipore, Dum Dum, in Book No. I, Volume No. 1506-2022, at Pages 506459 to 506474, Being No. 150614770 for the year 2022, the Owner with the intention of submitting a building plan gifted and transferred land measuring 7 (seven) chittack and 36 (thirty six) square feet out of Municipal Premises No. 348, Maharaja Nanda Kumar Road (North), comprised in L.R. Dag No. 4523, recorded in L.R. *Khatian* No. 15603, Mouza Baranagar, J.L. No. 5, Post Office Baranagar, Kolkata-700035,

Police Station Baranagar, within Ward No. 30 (old No. 6) of Baranagar Municipality, District North 24 Parganas. Thus, the Owner became the sole and absolute owner of the Said Premises more fully described in **SCHEDULE-1** above.

12. **Title of the Owner:** In the abovementioned circumstances, the Owner/Promoter has acquired right, title and interest to the Said Premises, free from all encumbrances.

**SCHEDULE-7 ABOVE REFERRED TO:**

**(Common Rules and Restrictions)**

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

may be;

- (c) to allow the Association and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge/Interim Body/Association thereabout and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect;
- (d) to use their respective Unit (and utility rooms, servants' room etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.;
- (e) not to use the ultimate roof of the Building or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees;
- (f) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the

Said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of common walls or floor or store such goods which are objected to by the concerned local or other authority or things therein or thereat or in any other common areas of the Said Premises;

- (g) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place on the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective Unit. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his/her/its Unit;
- (h) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any apartment or any part of the Said Premises or may cause any increase in the premium payable in respect thereof;
- (i) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the Said Premises otherwise than in the manner agreed by the

Association in writing or in the manner as near as may be in which it was previously decorated.

- (j) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (k) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Building.
- (l) to keep their respective apartments and walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other apartment in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartments/parts of the Building and not to do or cause to be done anything in or around their respective apartments which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective apartments. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration and/or shall not chisel or in any other manner cause damage in the beams and columns, walls,

slabs or RCC, pardi passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

(o) Car Parking Space: The Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:

- a. The Allottee shall use such Parking Space only for the purpose of parking of its own motor car within the allotted demarcated space and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park motor car thereat;
- b. The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever or raise any kuccha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- c. The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Said Premises or any other

portion of the Said Premises save at the allotted Parking Space;

- d. The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance in Charge with regard to the user and maintenance of the parking spaces in the said Building and the Said Premises.
- e. The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- f. not to carry on or cause to be carried on any obnoxious or injurious activities or noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units, the parking spaces and the Common Areas.
- g. not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and/or install any collapsible gate/grill outside the main door / entrance of the Unit and also not to install any grill/ collapsible gate on the balcony or veranda and/or terrace and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies,

lounges or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the Building and/or detract from the uniformity and aesthetics of the exterior of the Apartment or aesthetic quality of the surroundings of the Building and the Project.

- h. not to make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- i. to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- j. maintain at their own costs, their respective apartments in the same good condition state and order in which the same

be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Baranagar Municipality, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective apartments as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the Said Premises (as applicable) and to make such additions and alterations in or about or relating to their respective apartments and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Association and each of them saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that they or any of them may suffer or incur

due to any non-compliance, non-performance, default or negligence on the part of the Allottees.

k. The Allottee hereby also accepts not to sub-divide the Unit and the Common Areas, under any circumstances.

l. The Allottee hereby also accepts not to change/alter/modify the name of the Project from that mentioned in this Agreement

(i) The service lift is for the use of the domestic help, servants, service providers/delivery boys and/or any other person rendering services of the same kind.

(ii) The main lift is for the exclusive use of the residents and their guests and/or visitors.

(iii) The Allottees , their servants/ domestic help shall not overload the lifts and shall move goods only through the staircase of the Building;

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

written.

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED**

**OWNER/PROMOTER**

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

**SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED ALLOTTEE  
IN THE PRESENCE OF:**

*(including joint allottees)*