

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE ("Agreement")** executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ **BETWEEN SIOM REALTY PRIVATE LIMITED** (PAN: AAECM1910C; CIN: U70101WB2005PTC101917), an existing company within the meaning of the Companies Act, 2013 having its Registered Office at No. Unit 1A, Juthika Apartment, 11/1, Sunny Park, Post Office & Police Station Ballygunge, Kolkata- 700019, represented by one of its Director/Authorised Signatory, \_\_\_\_\_, (PAN \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_), son / wife / daughter of Mr. \_\_\_\_\_, by occupation-\_\_\_\_\_, by Nationality-Indian, residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata \_\_\_\_\_, pursuant to the Board Resolution dated \_\_\_\_\_, hereinafter referred to as "the **PROMOTER/ DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and interest, nominees and/or assigns) of the **FIRST PART AND (1) VATAN ESTATE PVT. LTD.** (CIN No.U70102WB2013PTC195091;

PAN AAECV4920H), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700 019, **(2) VATAN CONCLAVE PVT. LTD.** (CIN No.U70102WB2013PTC195019; PAN AAECV4917G), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. Ballygunge, Police Station-Ballygunge, Kolkata-700019, **(3) VATAN BUILDCON PVT. LTD.** (CIN No.U70102WB2013PTC195018; PAN AAECV4918K), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700 019, **(4) SUNVAT REALTORS PVT. LTD.** (CIN No.U70102WB2013PTC195181; PAN AATCS2993J), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(5) SUNVAT PROPERTIES PVT. LTD.** (CIN No.U70102WB2013PTC195266; PAN AATCS3278E), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700 019, **(6) SUNVAT INFRA PROJECTS PVT. LTD.** (CIN No.U70102WB2013PTC195774; PAN AATCS3956R), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(7) SUNVAT HIGHRISE PVT. LTD.** (CIN No.U70102WB2013PTC195265; PAN AATCS3279F), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(8) SUNVAT CONCLAVE PVT. LTD.** (CIN No.U70102WB2013PTC195264; PAN AATCS3276L), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(9) SUNVAT BUILDCON (P) LTD.** (CIN No.U70102WB2013PTC195263; PAN AATCS3277M), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(10) PREETI REALTORS PVT. LTD.** (CIN No.U70102WB2013PTC195005; PAN AAHCP2453J), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(11) PREETI HIGHRISE PVT. LTD.** (CIN No.U70102WB2013PTC195013; PAN AAHCP2462M), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(12) PREETI CONCLAVE PVT. LTD.** (CIN No.U70102WB2013PTC195004; PAN AAHCP2455Q), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(13) PRATIBHA ENCLAVE PVT. LTD.** (CIN No.U70102WB2013PTC195020; PAN AAHCP2456P), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(14) MCPRO REALTORS PVT. LTD.** (CIN No.U70102WB2013PTC195180; PAN AAICM6980A), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata-700019, **(15) MCPRO INFRAPROJECTS (P) LTD.** (CIN No.U70102WB2013PTC195773; PAN AAICM7252K), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata-700 019, **(16) MCPRO INFRASTRUCTURE PVT. LTD.** (CIN No.U70102WB2013PTC195179; PAN AAICM6848F), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(17) MCPRO CONSTRUCTIONS PVT. LTD.** (CIN No.U70102WB2013PTC195775; PAN AAICM7256P), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(18) MCPRO HIGHRISE PVT. LTD.** (CIN No.U70102WB2013PTC195178; PAN AAICM6849E), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(19) MCPRO DEVELOPERS PVT. LTD.** (CIN No.U70102WB2013PTC195798; PAN AAICM7257N), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, Post Office and Police Station-Ballygunge, Kolkata-700019, **(20) SANDEEP NIRMAN PVT. LTD.** (CIN No.U45200WB2006PTC111631; PAN AAKCS4067Q), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(21) MCPRO CONCLAVE PVT. LTD.** (CIN No.U70102WB2013PTC195176; PAN AAICM6981B), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(22) MCPRO BUILDCON PVT. LTD.** (CIN No.U70102WB2013PTC195175; PAN AAICM6851E), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(23) M.C. KOTHARI REALTORS LLP** (LLP IN:AAK-6627; PAN ABHFM2520R), a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(24) SINGHWAHINI MARKETING PRIVATE LIMITED** (CIN No.U74900WB2013PTC194094; PAN AATCS1725J), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(25) BHAIKAVKRIPA DEALMARK PRIVATE LIMITED** (CIN No.U74999WB2013PTC194023; PAN AAFCB5149R), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(26) BRAJBIHARI TRADERS PRIVATE LIMITED** (CIN No.U74900WB2013PTC194030; PAN AAFCB5150Q), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(27) VATAN ENCLAVE PVT. LTD.** (CIN No.U45200WB2006PTC111697; PAN AACCV3740M), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata-700019, **(28) SANDEEP PROMOTERS & DEVELOPERS PRIVATE LIMITED** (CIN No.U45200WB2006PTC111641; PAN AAKCS4066R), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(29) VATAN CONSTRUCTION PVT. LTD.** (CIN No.U45200WB2006PTC111636; PAN AACCV3739N), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(30) MOOL CHAND PRATIBHA CONSTRUCTION**

**PVT. LTD.** (CIN No.U45200WB2006PTC111734; PAN AAECM8818R), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata-700019, **(31) PRATIBHA GRIHA NIRMAN (P) LTD.** (CIN No.U45200WB2006PTC111637; PAN AAECPO895R), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(32) SANDEEP ENCLAVE PVT. LTD.** (CIN No.U45200WB2006PTC111669; PAN AAKCS4068B), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(33) PRATIBHA NIRMAN PVT. LTD.** (CIN No.U45200WB2006PTC111640; PAN AAECPO894Q), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(34) M.C. KOTHARI PROMOTERS & DEVELOPERS PVT. LTD.** (CIN No.U70101WB1995PTC072033; PAN AABCM6818L), an existing company within the meaning of the Companies Act, 2013, having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(35) VATAN PROPERTIES PVT. LTD.** (CIN No.U70102WB2013PTC195111; PAN AAECV4915E), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata-700019, **(36) VATAN INFRASTRUCTURE PVT. LTD.** (CIN No.U70102WB2013PTC195031; PAN AAECV4916H), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, **(37) VATAN HIGH RISE PVT. LTD.** (CIN No.U70102WB2013PTC195021; PAN AAECV4919J), an existing company within the meaning of the Companies Act, 2013 having its registered office at 15/2/1 Deodar Street, P.O. and P.S. Ballygunge, Kolkata -700019, all the companies are duly represented by its Director/Authorised Representative\_\_\_\_\_ (PAN: \_\_\_\_\_; AADHAAR No.\_\_\_\_\_) son/daughter/wife of Mr.\_\_\_\_\_, by occupation-\_\_\_\_\_, by Nationality-Indian, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata - \_\_\_\_\_,

-all hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office) of the **SECOND PART AND** hereinafter

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

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

#### WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the full and absolute owners of **All Those** various pieces and parcels of land containing an area of **293.2064 Decimals** (equivalent to **177.38987 Cottahs**) as per ROR (and as per title deeds 297.9 Decimals) more or less, situate lying and comprised in L.R. Dag Nos. 549, 530, 532, 529, 531, 533, 534, 535, 536, 617, 550, 552, 609, 553, 557, 558, 555, 619, 618, 608, 604, 556, 554, 611, 603, 621, 610 and 528, corresponding to R.S. Dag Nos. 448, 432/1676, 433, 432/1677, 432, 434, 435, 436/1810, 436, 499, 449, 451, 492/1716, 452, 456, 457, 454, 500, 500/1717, 492, 490, 455, 453, 494, 489, 502, 493 and 431 recorded in L.R. Khatian Nos. 5578, 5511, 5779, 5531, 5583, 5572, 5510, 5579, 5580, 5570, 5582, 5573, 5568, 5569, 5567, 5532, 5584, 5527, 5525, 5518, 5509, 5517, 5577, 5571, 5586, 5514, 5575, 5515, 5516, 5581, 5526, 5585, 5524, 5576, 5801, 5513, 5512 5530 and Old Khatian Number 3091 (in the name of Previous Owner), all in Mouza Kodalia, J.L. No.35, Touzi No.120, under Police Station Sonarpur, Sub-Registration Office ADSR Sonarpur, in the District of South 24 Parganas, on R.N. Bhattacharjee Road of Ward No. 18, within the limits of Rajpur Sonarpur Municipality, (fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity called "the **said Premises / said Property**").

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

- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Housing Complex / Project (as hereinafter defined). The Allottee has been made aware of the fact that the Promoter has planned to construct a Club at a portion of the said Premises. The Club is not a part of the said Project and/or the Common Areas and Installations only; and accordingly the definition of "Project" shall be read construed and interpreted accordingly.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises on which the Project is to be constructed have been completed;
- F. The Rajpur Sonarpur Municipality has granted the permission to develop the Project.

- G. The Promoter has obtained the sanctioned plan for the Project from Rajpur Sonarpur Municipality as mentioned in the Definition No. xxii (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. xxii (being the definition of Plan) hereinbelow.
- H. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (Act No.16 of 2016) with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- I. The Allottee had applied for allotment of a *Apartment / Bungalow / Row House / Unit* in the Project, and has been allotted the **said Unit**, as hereinafter defined, described in the **SECOND SCHEDULE**, details also mentioned hereinbelow:

**All That** the **Residential Apartment / Bungalow / Row House / Unit bearing No.** \_\_\_\_\_ containing a **Carpet Area** of \_\_\_\_\_ **Square Feet [Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) and inclusive of the exclusive Parking Area therein as shown in the plan and also inclusive of the area of the roof thereof being \_\_\_\_\_ Square Feet) and **Maintenance Chargeable Area** being \_\_\_\_\_ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less at the said Premises described in the **First Schedule** and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**" **Together With** Land directly underneath the said Unit.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Land Owner (each to the extent of their respective rights and interest) hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-I above;
- N. The Allottee has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

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

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

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

The Allottee is aware that the Promoter may undertake construction of the Project / Housing Complex in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed. Further, the Promoter will have the right to shift the situation of facilities and amenities from one phase to another;

The Allottees of the Units in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located in all the phases and also Future Phases, as applicable;

The Owners and the Promoter may avail and consume the Ground Coverage / FAR available for the entire Housing Complex, which need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the permissible Ground Coverage / FAR from phase to phase Row House / Bungalow / High rise buildings / others can also be built in future / other phases to utilize the FAR, to which the Allottee hereby agrees.

The Allottee has also been made aware of the fact that certain Common Areas and Installations may be reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees and no other allottees shall be entitled to use and/or enjoy the same and maintenance of such reserved Common Areas and Installations shall be paid for only by the users thereof.

Further, it is expressly agreed understood and clarified that the Promoter and the Land Owners are in the process of acquiring land parcels adjoining the said Premises on its Eastern-Western side and Northern side, being lands comprised in R.S. Dag Nos.59, 458, 482, 483, 485/2414, 491, 498, 504, 504, 506 and others and/or portions thereof in the said Mouza Kodalia (in short the "**Adjoining Properties**") and/or the development rights thereof, which shall or may be included in and/or made part of the said Project at the said Premises thereby increasing the scope and ambit of the development presently envisaged by the Promoter and/or may be developed separately and facilities of the said presently proposed Project at the said Premises can or may be shared with such adjoining properties and the developments thereat. Upon the happening of the above, the term Project / Housing Complex shall also include such additional developments and the various developments shall be deemed to be and/or treated as different Phases of the Project / Housing Complex and result in the consequent change in the percentage of proportionate share of the Allottee in the common areas and installations. Further, the unconsumed FAR available for the said Premises may be consumed in such Adjoining Properties, to which the Allottee shall not object to and hereby consents to the same

The Allottee herein has also been made aware of the fact that the Allottees / Unit Buyers of the Project at the Adjoining Properties and adjoining lands thereat will be entitled to avail all the Common Areas and Installations and facilities of this Project. Similarly, the Allottees / Unit Buyers of this Project shall be entitled to avail all the Common Areas and Installations and facilities of the Project at the Adjoining Properties, to which the Allottee hereby consents and shall not raise any objection with regard thereto.

The Allottee is also aware of and consents to the fact that the Promoter may acquire development rights in respect of the said Adjoining Properties whereat or on parts whereof the Promoter intends to develop a Project and accordingly will get Plan sanctioned by the authorities and that all the Common Areas and Installations and Facilities at the said Premises and the Adjoining Properties are intended to be used by the Allottees of both the said Premises and the said Adjoining Properties in common with each other, notwithstanding the fact that either of the said Premises or the said Adjoining Properties may be having lesser or higher quantum of Common Areas Installations and Facilities; and the Allottee herein shall not be entitled to object to the same. The Common Areas and Installations at the said Premises have been planned and designed after taking into account the fact that the same shall also be used by the allottees of the Units in the Adjoining Properties.

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

1. **TERMS:**
- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter and the Land Owners agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Unitas specified in para I;
- 1.2 The Total Price for the said Unitis **Rs.**\_\_\_\_\_ (Rupees \_\_\_\_\_) only ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule**, break up whereof is as follows:

Head	Price
(i) Apartment / Bungalow / Row House / Unit No._____, Carpet Area _____; Built-up Area _____; Maintenance ChargeableArea _____;	Rs._____
(ii) Preferred Location Charges - _____+ _____;	Rs._____
Total:	<b>Rs.</b> _____

NB;- Taxes on the total price mentioned above are payable extra as per prevalent rates.  
Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards thesaid Unit;
- (ii) The Total Price above excludes Taxes (i.e. tax paid or payable by the Promoter by way of GST, if any as per law and Cess or any other similar taxes whichare presently levied, in connection with the construction of the Project payable by the Promoter) upto the date of handing over of the possession of the said Unit;

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 10 (ten) 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 said Unit includes (i) pro rata share in the Common Areas; and (ii) car park(s) / garage(s)/closed parking(s), if any and other properties and appurtenances as provided in the Agreement. However, the total price excludes the Taxes, maintenance charges and the Extra Charges and Deposits as set out in **Part-III and Part-IV of the Fifth Schedule** hereunder written that shall be payable in addition to the Total Price aforesaid, The Allottee shall, before the Date of Possession/Date of Commencement of Liability or the Date of Fit-Out Notice/Demand by the promoter, whichever be earlier.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
  - 1.4 The Allottee (s) shall make the payment as per the payment plan set out in **Part-II of the Fifth Schedule** hereunder written ("**Payment Plan**").
  - 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 5% (Five Percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
  - 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I and Part-II of the Third Schedule** in respect of the Units or Project, as the case maybe without the previous written consent of the Allottee **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals N and Definition No. xxii** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
  - 1.7 The Promoter shall based on the Architect's Certificate confirm the final carpet area, as also the built-up and maintenance chargeable areas, that has been allotted to the Allottee after the construction of the said Unit / Project is complete and the completion / occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area within the same defined limit, the Promoter shall demand the price for the increased area from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the Project as regards to the carpet area and the built-up area of the said Unit, as well as the proportionate share of the Allottee in the common areas, shall be final and binding on the parties hereto.
  - 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:
    - (i) The Allottee shall have exclusive ownership of the said Unit;
    - (ii) The Allottee shall also have undivided proportionate share in the Common Areas, which is subject to the other provisions hereof, including transfer of Common Areas and Installations in favour of the Association as may be prescribed by the rules. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas of the

Project to the association of allottees (upon registration of the same) as provided in the Act, if and as be feasible;

- (iii) That the computation of the price of the said Unit includes recovery of price of land, construction of [not only the said Unit but also proportionately] the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, cost of providing electric wiring to the common areas like water line and plumbing, finishing with POP / Putty, tiles, doors, windows, in the common areas within the Project.

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

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

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

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

Delay in obtaining Housing loan or failure to obtain loan from any financial institute / Bank for any reason whatsoever cannot be a ground for delayed payments of outstanding installment.

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

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

## 2. **MODE OF PAYMENT**

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

The Demand Notice for payment of installments, extras, deposits and other charges via E-Mail or SMS shall be considered an accepted means of communication. The Promoter will accept payment of consideration and/or any other sum of money towards Extra Charges or Deposits only from the Allottee or the Co-Allottee and/or from the Bank or Financial Institution from whom the Allottee has obtained Housing Loan. Any payment from any other third party save as mentioned herein will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee shall submit the Cheques/ Drafts etc at the office of the Promoter against proper receipt issued by the Authorised person of the Promoter as otherwise if any cheque is misplaced, the Allottee will be fully responsible for the same in case of Cheque payment a processing charge of Rs \_\_\_\_/- plus applicable GST will be charged. It is agreed and recorded that no cash payment shall be acceptable by the Promoter from the Allottee.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with

such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

5. **TIME IS ESSENCE**

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

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

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

7. **POSSESSION OF THE UNIT**

- 7.1 **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the said Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Unit on or before December 2030, with an additional grace period of 12 (twelve) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, court order, pandemic / epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Unit, **Provided that** such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the said Unit, to the Allottee in terms of this Agreement to be taken within the period mentioned herein and in such notice and the Promoter shall give possession of the said Unit to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance



consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. **Provided That** the Promoter shall not be liable to deliver possession of the said Unit to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter shall upon being requested by the Allottee, handover the copy of Occupancy Certificate/ Completion Certificate of the said Apartment to the Allottee.

**7.3 Failure of Allottee to take Possession of the said Apartment / Bungalow / Row House / Unit:** Upon receiving a written intimation from the Promoter as per clause 7.2 and its sub-clauses, the Allottee shall within the period mentioned herein and in such intimation take possession of the said 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 said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all other outgoings as elsewhere mentioned herein.

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

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

**7.6 Compensation**

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Unit, with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum), within 45 days including compensation in the manner as provided under the Act within the period mentioned in the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) for every month of delay, till the handing over the possession of the said Unit.

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

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

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

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

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

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

- (i) Promoter fails to provide ready to move in possession of the said Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the said Unit shall be in a habitable condition which is complete in all respects subject to the other provisions hereof;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments linked to construction milestones, if any, to the Promoter as demanded by the promoter. If the Allottee stops making payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; Provided That this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Unit, along with interest at the rate specified in the Rules (presently being State Bank of India PLR plus 2% per annum) within the period mentioned in the Rules;

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter.

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

the handing over of the possession of the saidUnit, which shall be paid by the Promoter to the Allottee within the period mentioned in the Rules.

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

- (i) In case the Allottee fails to make payments for 2 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 (presently being State Bank of India PLR plus 2% per annum).
- (ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 15 days after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the saidUnit in favour of the Allottee and refund the amount money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the Allottee on account of Legal charges, Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee and shall be made out of the amounts received by the Promoter against sale of the saidUnit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.
- (iii) In case the Allottee fails to execute and register the Deed of Cancellation, as aforesaid, the Sale Agreement shall be deemed to have been cancelled and the payment due, to the Allottee shall be held by the Promoter and upon the Allottee executing and registering the Deed of Cancellation, the payment shall be released in favour the Allottee and such payment when withheld by the Promoter shall not carry any interest thereof.

10. **CONVEYANCE OF THE SAID UNIT**

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

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

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

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

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

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

proportionate share in the Land comprised in the said Premises, as applicable). The cost of stamp duty and registration fees etc., will be borne and paid by the Allottee proportionately.

**11. MAINTENANCE OF THE COMMON AREAS AND INSTALLATIONS OF THE SAID PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. Which shall be bound to take over the Maintenance within 30 days of issuing of notice by the Promoter.

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

**12. DEFECT LIABILITY**

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

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

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

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

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

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

**15. USAGE**

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

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

**16.1** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said 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 Project, or the said Unit, or the Common Areas including staircases, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said 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 said Unit is not in any way damaged or jeopardized.

**16.2** The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Unit and/or Project anywhere on the exterior of the Project, 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 said Unit or place any heavy material in the common passages or staircase of the Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Unit.

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

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

The Allottee is entering into this Agreement for the allotment of an Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Unit 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 plan has been approved by the competent authority(ies) except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

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

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Unit / Project 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 Unit.

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

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

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

21. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever but after deduction of Processing Fees mentioned in the application form.

22. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, 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 said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

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

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

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

26. **SEVERABILITY**

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

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

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

28. **FURTHER ASSURANCES**

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

29. **PLACE OF EXECUTION**

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

30. **NOTICES**

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

31. **JOINT ALLOTTEES**

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

32. **GOVERNING LAW**

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

33. **DISPUTE RESOLUTION**

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

***[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].***

**33.1 ARBITRATION:**

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

(b) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.

(c) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.

- (d) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (e) **Summary Proceedings and Interim Awards:** The arbitral tribunal shall have the right to proceed summarily and to make interim awards.

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

34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms hereof and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Land Owner and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of @ 3% of the price at which Allottee agrees to transfer the unit to his nominee of such fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

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

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

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

### 35. **OTHER PROVISIONS:**

35.1(a) The use and enjoyment of the Apartment / Unit shall however, be subject to the payment of the Taxes and Outgoing mentioned in **Annexure "B"** and in accordance with the Rules and Regulations framed by the Promoter from time to time (including those mentioned in **Annexure "B"** hereto). The Allottee binds himself and covenants with the Promoter, other Allottees, Maintenance Staff and the persons permitted by the Promoter (a) to use the Common Areas and Installations in common with the Promoter, other Allottees, Maintenance Staff and the persons permitted by the Promoter without causing any inconvenience or hindrance to them, and (b) to observe fulfill and perform the rules regulations obligations covenants and restrictions framed and made applicable by the Promoter and/or the Maintenance-In-charge from time to time for the quiet and peaceful use enjoyment and management of the Housing Complex.

- (b) The Allottee shall not hold the Promoter and/or the Maintenance In-charge liable in any manner for any accident or damage while enjoying the Common Areas and Installations by the Allottee or his family members, guest, visitors or any other person.
  - (c) The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Said Premises or the said Premises or the sale or transfer of the other units in the Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owners are restrained from construction and development of the Said Premises and/or transferring and disposing of the other units / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owners or any of them including third party claim.
  - (d) The Allottee is aware of the fact that there may be some normal wear and tear of the said Unit through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks, localized dampness as a percentage of human error within normal limits and natural occurrences since buildings/units are man made and not a machine made products. In case the said Unit is kept closed for protracted period there may be faults appearing for non-usage of the same. All structural factors are considered and taken into account before Completion Certificate/Occupancy Certificate is granted by the concerned authorities. Hence, the appearance of minor faults at a time lag is natural. However, in case of any structural defect, the Promoter will rectify all structural defects within a period of five years, as mentioned herein. These defects will not imply any fault on the part of the Promoter. Repairing cost of any false ceiling will be part of Maintenance expense.
  - (e) In case the Allottee intends to change his allotted Unit and purchase another Unit, the Allottee shall cancel the present allotment and book a new Unit at the then available price. The refund amount for the cancelled allotment will be adjusted in the new booking.
  - (f) Placement of Transformers, DG, air-conditioners etc. will be done as per the advise of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.
  - (g) The Allottee is made aware of the fact that there may be a delay in obtaining electrical power connection for the Housing Complex due to procedural reasons. In case of such delays, till such time the connection is obtained, the Promoter assures that power shall be made available from the DG and Promoter's Sub-meter shall be installed and Allottee shall pay the cost of electricity proportionately, as applicable.
  - (h) The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts / agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over of the said Unit to the Allottees.
  - (i) It is expressly agreed understood and clarified that that the unconsumed FAR available from time to time in respect of the Project land at the said Premises (including those on account of Green Building, Metro Corridor etc,) can or may be availed and consumed in the proposed project(s) at the Adjoining Properties as the Promoter may in its absolute discretion may deem fit and proper and the Allottee shall not object to the same and the Allottee hereby consents to the same.
- 35.2(a) The Promoter may expand the size of the Housing Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Housing Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with the said Housing Complex along with shared infrastructure and common facilities which means that the facilities available in the said Housing Complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Allottees/Occupiers of the present Phase/ Housing Complex
- (b) The Promoter will have the right to decide which Block(s) of the said Unit to construct first. The landscape and green areas will only be available on completion of the entirety of the Project as the same may be utilized for construction activities during the construction period. All the Unit may not be constructed simultaneously. The Project will be completed in various construction phases/slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as may be decided by the Promoter.



- (c) Till such time the proposed project(s) at the Adjoining Properties are constructed and completed, the Promoter shall have the full and free and unfettered right entitlement and liberty to use the Common Areas Installations and Facilities and the internal roads paths passages etc., in the said Project for all purposes connected to construction and completion and/or development of the proposed project(s) at the Adjoining Properties and the Allottee shall not object to the same and hereby consents to the same and if the Allottee or any person claiming through under or in trust for the Allottee objects or causes hindrance or obstruction in such development, then the Allottee shall be bound and obliged to fully indemnify and keep the Promoter and the Land Owners and each of them fully saved harmless and indemnified of from and against all losses damages costs claims demands (including loss of profit or goodwill or business) suffered or incurred or likely to be suffered or incurred by them or any of them.
- (d) The Allottees / Unit Buyers of the proposed project(s) at the Adjoining Properties, shall be entitled to avail all the Common Areas Installations and Facilities and the internal roads paths passages etc., of this Project and the Allottee herein shall not object and hereby consents to the same and if the Allottee or any person claiming through under or in trust for the Allottee objects or causes hindrance or obstruction with regard thereto, then the Allottee shall be bound and obliged to fully indemnify and keep the Promoter and the Land Owners and each of them fully saved harmless and indemnified of from and against all losses damages costs claims demands (including loss of profit or goodwill or loss of business) suffered or incurred or likely to be suffered or incurred by them or any of them.
- 35.3. Save the said Unit and the common right to use the Common Areas and Installations in terms of this agreement, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Unit and spaces or store-rooms or constructed or open areas or parking spaces at the said Premises or the Project / Said Premises or the Housing Complex thereat.
- 35.4 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain units may have the exclusive Gardens / Green Area attached to their respective units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.5 The Allottee admits and acknowledges that the Allottee has been duly made aware of the fact that the Community Hall at the said Project and/or the Adjoining Properties cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Allottees or the Maintenance In-Charge or Association to persons who are not the residents of the said Premises or the Adjoining Properties and the same is and shall be for the use and enjoyment of the Allottees / residents of the Project and/or the Adjoining Properties subject to the Rules, Regulations and Bye-laws governing the same from time to time.
- 35.6 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 35.6 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.7 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.
- 35.8 In relation to Clause No.7.2, it is further agreed that even prior to completion of the said Unit in the manner aforesaid, in case the Allottee desires to simultaneously carry out its fit-outs therein, then the Allottee may be permitted to carry out the same if the Promoter agrees to the same, and in such event the Allottee shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder prior thereto. During such fit-out period, the Allottee shall be liable for payment of charges for various utilities like electricity generator water etc., as be determined by the Promoter.
- 35.9 In relation to Clause No.7.3, it is understood that upon receiving a written intimation from the Promoter, for carrying out fit-outs in the said Unit, the Allottee shall not refuse to take possession of the said Unit due to minor defects and ongoing construction / development of the common areas and installations. If there be any minor defect in the said Unit, the Promoter will rectify the same. However, in case the Allottee itself intends to rectify the defect in the said Unit, it can do so by providing prior written notice to the Promoter for cost approval and claim reimbursement upon completion of the work.
- 35.10 In relation to Clause No.7.3, it is further agreed and clarified that in case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of

breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.50,000/- (Rupees Fifty Thousand) only per month for the said Unit, plus GST (if applicable), from the Deemed Date of Possession /Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

- 35.11 In relation to Clause No.7.5 it is agreed and clarified that where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter, then the Allottee shall serve a 90 (ninety) days' notice in writing and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount and interest and compensation, as applicable, with applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after sale of the said Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 35.12 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.13 The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or any place in the Project or otherwise use and enjoy for any other purposes the same, (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 35.14 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.15 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property or otherwise. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the Promoter and all persons authorised / permitted by the Promoter shall be entitled to full free unfettered and uninterrupted rights and liberties (including the right of easements and of ingress and egress and also the right of access, way, flow and passage of electricity, water, telephone, gas, waste, soil etc. through pipes drains wires conduits etc.) at all times by day or night to pass or repass to or from such Adjoining / contiguous Property along, over and under the paths passages driveways etc. within the said Premises with or without men materials and vehicles of any description for all purposes connected with the beneficial use and enjoyment of the said Adjoining / contiguous Property and for all lawful purposes.
- 35.16 The Promoter may already have or in future, in its absolute discretion, shall also be entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous / in close vicinity to the existing property, including those properties for which the Promoter has / may have ownership / development rights thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of some or all of the Common Areas Installations and Facilities in the said Premises / existing property.
- 35.17 The Allottee is also aware of and consents to the fact that the Promoter may acquire development rights in respect of the said Adjoining Properties whereat or on parts whereof the Promoter intends to develop a Project and accordingly will get Plan sanctioned by the authorities and that all the Common Areas and Installations and Facilities at the said Premises and the Adjoining Properties are intended to be used by the Allottees of both the said Premises and the said Adjoining Properties in common with each other, notwithstanding the fact that either of the said Premises or the said Adjoining Properties may be having lesser or higher quantum of Common Areas Installations and Facilities; and the Allottee herein shall not be entitled to object to the same. The Common Areas and Installations at the said Premises have been planned and designed after taking into account the fact that the same shall also be used by the allottees of the Units in the Adjoining Properties.

- 35.16 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the said Unit and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.17 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the consequent change in the percentage of proportionate share of the Allottee in the common areas and installations which may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter. The Allottee further agrees to allow and hereby gives its consent to the Promoter to purchase such land and to develop and register under RERA under the same entire Project and the same and/or to integrate the land so purchased into the Said Entire Land and/or the Bungalows / Row Houses / Housing Complex and the Allottee also has no objection and hereby gives his unequivocal and unconditional consent to the Promoter making necessary amendments to the particulars.
- 35.18 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the said Unit or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.19 **CLUB**
- 35.19.1 The Promoter has planned to construct a Club named to be decided later at a portion of the said Premises. The Club is not a part of the said Project and/or the Common Areas and Installations. The Allottee may be given preferential membership of the Club subject to fulfillment of stipulated conditions for the time being. The Club shall be for use and enjoyment of the Allottees this Project as well as Allottees / Unit Buyers of the proposed project(s) at Adjoining Properties and the ownership of the Club shall remain vested in the Land Owners and the Promoter. Membership charges shall be payable as made applicable from time to time by the Promoter, as also the charges for using and enjoying the facilities of the Club. Applicable annual maintenance / monthly/quarterly charges as be made applicable shall be payable by the Allottees of this Project as well as the Allottees / Unit Buyers of the proposed project(s) at Adjoining Properties. The owners / members / visitors / employees / guests / owners / agents etc. of the Club shall have the right of passage and ingress and egress over, along and under all paths passages driveways, etc. in the said Premises.
- 35.20 The Allottee shall have no connection whatsoever with the Allottees / Buyers of the other units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.21 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

- 35.22 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.23 The Promoter will be at liberty to create further mortgages and/or charges and/or create further mortgages and/or charges in respect of the said Premises or any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter, as applicable, assure to have the said Unit released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
- 35.24 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and also the provisions of West Bengal Apartment Ownership Act, 1972, including for vesting/transfer of the title/interest in respect of the Common Areas and Installations, if proportionate share thereof is held by the Allottee herein, in favour of the Association as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.
- 35.25 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.27 Nothing contained above shall affect to derogate the right of the Promoter to claim any Extra or Deposit at any time after the delivery of possession in case the Promoter delivers possession of the Apartment/Unit without receiving the same and the Allottee shall be liable to pay all such amounts within 30 days of receiving a notice from the Promoter in this behalf.
- 35.26 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 35.26.1 In case any parking space is covered by a shed / canopy / glass cover / awning or any other form of cover, then the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 35.27 The Project at the said Premises shall bear the name "**EKKASH**" unless changed by the Promoter from time to time in its absolute discretion.
- 35.28 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

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

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

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

**WITNESSES TO ALL THE ABOVE:**

1.

Signature

Name

Address
2.

Signature

Name

Address

## SCHEDULES

### THE FIRST SCHEDULE ABOVE REFERRED TO: (said Premises / said Property)

**All Those** various pieces and parcels of land containing an area of **293.2064 Decimals** (equivalent to **177.38987 Cottahs**) as per ROR (and as per title deeds 297.9 Decimals) more or less, situate lying and comprised in L.R. Dag Nos. 549, 530, 532, 529, 531, 533, 534, 535, 536, 617, 550, 552, 609, 553, 557, 558, 555, 619, 618, 608, 604, 556, 554, 611, 603, 621, 610 and 528, corresponding to R.S. Dag Nos. 448, 432/1676, 433, 432/1677, 432, 434, 435, 436/1810, 436, 499, 449, 451, 492/1716, 452, 456, 457, 454, 500, 500/1717, 492, 490, 455, 453, 494, 489, 502, 493 and 431 recorded in L.R. Khatian Nos. 5578, 5511, 5779, 5531, 5583, 5572, 5510, 5579, 5580, 5570, 5582, 5573, 5568, 5569, 5567, 5532, 5584, 5527, 5525, 5518, 5509, 5517, 5577, 5571, 5586, 5514, 5575, 5515, 5516, 5581, 5526, 5585, 5524, 5576, 5801, 5513, 5512 5530 and Old Khatian Number 3091 (in the name of Previous Owner), all in Mouza Kodalia, J.L. No.35, Touzi No.120, under Police Station Sonarpur, Sub-Registration Office ADSR Sonarpur, in the District of South 24 Parganas, on R.N. Bhattacharjee Road of Ward No. 18, within the limits of Rajpur Sonarpur Municipality and butted and bounded as under and bordered **"RED"** in the map or plan hereto annexed:

On the North	:	By Mouza Harinavi J.L. No.36;
On the East	:	Partly by R.S. Dag Nos.495 and 498, Partly by R.S. Dag No.500/1717, Partly by R.S. Dag No.500, Partly by R.S. Dag No.502 and 503, R.S. Dag No.446, 445, 437 and 438;
On the West	:	Partly by L.R. Dag No.601, 602, 605 and 607 R.S. Dag No.497, Partly by R.S. Dag No.457/1812, Partly by R.S. Dag No.451 and 450, Summit School and Partly by R.S. Dag No.432; and
On the South	:	By R.N. Bhattacharjee Road.

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

### THE SECOND SCHEDULE ABOVE REFERRED TO: (APARTMENT / BUNGALOW / ROW HOUSE / UNIT)

**All That** the **Residential Apartment / Bungalow / Row House / Unit** bearing No. \_\_\_\_\_ containing a **Carpet Area** of \_\_\_\_\_ **Square Feet** [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ **Square Feet** and inclusive of the exclusive Parking Area therein as shown in the plan being \_\_\_\_\_ **Square Feet** and also inclusive of the area of the roof thereof being \_\_\_\_\_ **Square Feet**) and **Maintenance Chargeable Area** being \_\_\_\_\_ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in **"Red"** **Together With** Land directly underneath the said Apartment / Bungalow / Row House / Unit.

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

\_\_\_\_\_ **TO SET OUT** \_\_\_\_\_

**It is clarified that** the internal roads pathways passages, etc. are retained by the Promoter for ingress and egress and/or for future development of proposed project(s) at the Adjoining Properties and access to those as elsewhere mentioned herein and the Allottee shall have merely a limited right to use the same in common with the Promoter and the Land Owners and the owners and occupiers (including allottees) of the Adjoining Properties and the Project(s) therein as also the owners / members / visitors / employees / guests / owners / agents of the Club.

### **PART-II** (Specifications of Apartment / Bungalow / Row House / Unit construction)

**(I) FOUNDATION & STRUCTURE:**

The Said Building/s' designed and is being built on R.C.C. foundation.

**(II) External & Internal walls:**

The External and the Internal walls will be built with a combination of fly ash bricks/AAC Blocks and Reinforced concrete walls.

**(III) DOORS:**

- Entrance Door: flush door with Laminate on both side and with magic eye & handle

- Internal Doors: Primer finish flush doors with cylindrical locks
- Toilet doors will have cylindrical locks

**(IV) WINDOWS:** Natural Colour Anodized Sliding Aluminium/ UPVC windows

**(V) FLOORING:**

- (a) The flooring of the Living & Dinning, Bedrooms will be finished in vitrified tiles
- (b) Anti-skid ceramic tiles in bathrooms
- (c) Kitchen floor finished with ceramic tiles
- (d) Other common area floored with screed concrete
- (e) Typical floor lobbies finished with vitrified tiles

**(VI) TOILETS:**

- (a) Ceramic tiles on the walls upto door height and Anti-Skid ceramic tiles on the floor.
- (b) White Porcelain sanitary wares of Hindware/Parryware/Cera or equivalent brand.
- (c) Concealed piping system for Hot and cold water line.
- (e) Sleek CP fittings of Jaquar/Parryware/CERA/ESCO/Hindware or of a similar/equivalent make.
- (f) Matching glass mirror, soap tray and towel rail.

**(VII) KITCHEN:**

- (a) Granite top cooking platform with one stainless steel sink.
- (b) Walls of kitchen will be covered with ceramic tiles upto a height of two feet above the counter.

**(VIII) DECORATION WORK / WALLS:**

- (a) External walls completed in cement and sand plaster with cement paint and/or texture finish and glazing as per architectural scheme
- (b) Internal walls finished in cement and sand plaster with neat POP punning

**(IX) ELECTRICAL WIRING & FITTINGS AND GENERATION POWER:**

- (a) Total concealed electrical wiring for all the rooms.
- (b) Air-conditioning plug point in all the bedrooms and Living Room.
- (c) Geyser point in all toilets.
- (d) Light and plug point in dining/drawing and bedrooms
- (f) Telephone point in living room.
- (g) Compatible wiring which can be hooked up to a cable television network.
- (j) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1 (one) watt per Square feet of the built-up area of the said Unit.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

- 1. Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
- 2. Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
- 3. Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
- 4. Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
- 5. Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting, renovating, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the towers and enjoyed or used by the allottee in common with each other, main entrance and exit gates, landings and staircases of the towers and enjoyed by the allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the new complex so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. The Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, main structures and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
- 6. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas &

Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

7. **Rates and Taxes:** Municipal and other rates and levies, taxes, surcharges, Multistoried Building Tax, Water Tax and other outgoing in respect of the Building and/or the Premises (save those separately assessed in respect of any unit.)
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.
12. **Common Utilities:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**PART-I**

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

Head	Price
(i) Apartment / Bungalow / Row House / Unit No. _____, Carpet Area _____; Built-up Area _____; Maintenance Chargeable Area _____;	Rs. _____
(ii) Preferred Location Charges - _____ + _____;	Rs. _____
Total:	<b>Rs.</b> _____

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

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

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

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee

**PAYMENT SCHEDULE:**  
to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of "**Siom Realty Private**

Particulars	Installment %
On Agreement (including booking amount)	10%
On Completion of Ground Floor Casting	8%
On Completion of 1 <sup>st</sup> Floor casting	8%
On Completion of Roof Casting	8%
On Completion of Brick Work of concerned unit	8%
On Completion of Flooring of concerned unit	8%
On Completion of Flooring and Wall Tiles of kitchen	8%
On Completion of Flooring and Wall Tiles of Toilets	8%
On Completion of plaster of Paris inside the concerned unit	8%
On Completion of Installation of Windows	8%
On Completion of Sanitaryware & CP Fittings	8%
On Possession	10%
Total	100%



***TO SET OUT***

**PART-III  
(TDS)**

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

**PART-IV  
(EXTRA CHARGES AND DEPOSITS)**

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

**Extra Charges:**

- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the said Project in addition to those mentioned herein, payable before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.
- ii) Pay to the Promoter the service charge and cost incurred and payable to electricity authority for obtaining electric connection/ service (HT/LT, including transformers, RMU, all electric panels, cables, wires, etc.) in the said Premises and other cost incurred and also payable to the electricity authority/ consultant/ agencies for installation, maintenance and running and operating common area installation (HT/LT), which the Parties have mutually agreed at Rs.\_\_\_\_\_per Square Foot of built-up area of the said Unit or at actuals whichever is higher. Additionally, the Allottee shall also be liable for payment of GST on such amount. In case CESC or WBSEDCL decides not to provide individual meters and instead makes provision for transfer of bulk supply and provide for sub meters to the individual Allottees the Allottee may be required to pay proportionate Security Deposit.
- iii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit (if applicable) and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Allottee.
- iv) Legal Documentation Charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs. 65,000/- (Rupees sixty five thousand), out of which 50% shall be paid by the Allottee at or before the execution hereof and the balance 50% on or before the Possession Date / Deemed Date of Possession or the date of execution of the sale deed in respect of the said Unit, whichever be earlier. In addition to the said fees, the Allottee shall also be liable for payment of GST thereon, if and as applicable. In addition to the abovesaid fees, the Allottee shall make payment of Miscellaneous Charges (including commission fees, copywriting charges etc.) for registration.
- v) All cost towards formation of Association.
- vi) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.  
  
The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.
- vii) Betterment fees, development charges and other levies taxes duties and statutory liabilities, Goods and Service Tax, other government taxes duties levies and impositions by whatever name called that may be charged on the said Premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Purchaser within 7 days of the demand being made by the Promoter.

**Stamp Duty etc.:** The Allottees shall also bear and pay all stamp duty, registration fee and allied expenses payable on this agreement and the sale deed and other documents to be executed in pursuance hereof. The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the Apartment/ Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on the part of the Allottee.

**Deposits (Interest Free):**

- i) A sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only towards advance maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**);

ii) A sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only towards Sinking Fund;

Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that nothing shall affect or derogate the rights of the Promoter to claim any Extras or Deposits at any time after the delivery of possession, in case the possession of the said Apartment / Unit is delivered to the Allottee without receiving the such Extras and Deposits and the Allottee shall be bound to pay all such pending amounts, within 30 days of receiving a notice from the Promoter thereof.

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

A. Under and by virtue of 41 (forty-one) several Deeds of Conveyance, details whereof are mentioned hereunder, the Owners herein had purchased from various Sellers (the Vendors therein) and became seized and possessed of and/or otherwise well and sufficiently entitled as the joint owners to **All Those** various pieces or parcels of land, containing an area of **297.9 (two ninety seven point nine) Decimals** more or less situate lying at and comprised in various Dags, recorded under various Khatians, situate at Mouza Kodalia, J.L. No.35, Touzi No.120, under Police Station Sonarpur, and ADSR Office Sonarpur, in the District of South 24 Parganas, Ward No. 18, within the limits of Rajpur Sonarpur Municipality:

Sl. No	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser (Owner herein)			
1	Swami Vivekananda Institute of Science & Technology	SUNVAT BUILDCON (P) LTD. Represented by its director Mr. Sandeep Kothari	14-02-2014	ARA-I, Kolkata in Book No.I, CD Volume No.3, Page Nos.3859 to 3882, Being No.01320 for the year 2014.	<b>6 Decimals</b> (R.S. Dag No.448 & L.R. Dag No. 549) <b>2 Decimals</b> (R.S. Dag No.432/1676 & L.R. Dag No. 530)
2	Swami Vivekananda Institute of Science & Technology	MCPRO HIGHRISE PVT. LTD. Represented by its director Mr. Sandeep Kumar Agarwal	8-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19, Page Nos.1429 to 1456, Being No.09809 for the year 2013.	<b>3 Decimals</b> (R.S. Dag No.433 & L.R. Dag No. 532) <b>3 Decimals</b> (R.S. Dag No.432/1677 & L.R. Dag No. 529) <b>3 Decimals</b> (R.S. Dag No.432 & L.R. Dag No. 531)
3	Swami Vivekananda Institute of Science & Technology	SUNVAT CONCLAVE PVT. LTD. Represented by its director Mr. Inder Kumar Manot	8-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19, Page Nos.1457 to 1484, Being No.09810 for the year 2013.	<b>5 Decimals</b> (R.S. Dag No.432 & L.R. Dag No. 531) <b>3 Decimals</b> (R.S. Dag No.448 & L.R. Dag No. 549) <b>1 Decimal</b> (R.S. Dag No.434 & L.R. Dag No. 533)
4	Swami Vivekananda Institute of Science & Technology	MCPRO REALTORS PVT. LTD. Represented by its authorised representative Smt. NituManot	14-02-2014	ARA-I, Kolkata in Book No.I, CD Volume No.3, Page Nos.3832 to 3858, Being No.01319 for the year 2014.	<b>3 Decimals</b> (R.S. Dag No.434 & L.R. Dag No. 533) <b>2 Decimals</b> (R.S. Dag No.435 & L.R. Dag No. 534) <b>2 Decimals</b> (R.S. Dag No.436/1810 & L.R. Dag No. 535) <b>1 Decimal</b> (R.S. Dag No.436 & L.R. Dag No. 536)
5	Swami Vivekananda Institute of Science & Technology	MCPRO INFRAPROJECT S (P) LTD. Represented by its authorised representative Mr. MilapManot	14-02-2014	ARA-I, Kolkata in Book No.I, CD Volume No.3, Page Nos.4520 to 4542, Being No.01351 for the year 2014.	<b>9 Decimals</b> (R.S. Dag No.436 & L.R. Dag No. 536)
6	Swami Vivekananda Institute of	VATAN BUILDCON PVT. LTD.	8-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19,	<b>8 Decimals</b> (R.S. Dag No.436 & L.R. Dag No. 536)

Sl. No	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser (Owner herein)			
	Science & Technology	Represented by its director Mr. Uday Kumar Shaw		Page Nos.3045 to 3065, Being No.09795 for the year 2013.	
7	Swami Vivekananda Institute of Science & Technology	VATAN ESTATE PVT. LTD. Represented by its director (Smt./Mr.) Vinod Devi Ghoshal	8-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No.19 Page Nos.1151 to 1171 Being No.09797 for the year 2013	<b>6.2 Decimals</b> (R.S. Dag No.499 & L.R. Dag No. 617)
8	Swami Vivekananda Institute of Science & Technology	PREETI REALTORS PVT. LTD. Represented by its director Mr. Dipak Tibrewal	8-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No.19, Page Nos.1172 to 1193 Being No.09798 for the year 2013	<b>4 Decimals</b> (R.S. Dag No.449 & L.R. Dag No. 550) <b>4 Decimals</b> (R.S. Dag No.451 & L.R. Dag No. 552)
9	Swami Vivekananda Institute of Science & Technology	SUNVAT HIGHRISE PVT. LTD. Represented by its director Smt. Pratibha Kothari	8-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No.19, Page Nos.1338 to 1359 Being No.09805 for the year 2013	<b>5 Decimals</b> (R.S. Dag No.451 & L.R. Dag No. 552) <b>4 Decimals</b> (R.S. Dag No.449 & L.R. Dag No. 550)
10	Swami Vivekananda Institute of Science & Technology	VATAN CONCLAVE PVT. LTD. Represented by its director Mr. MilapManot	8-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No.19, Page Nos.963 to 982 Being No.09788 for the year 2013	<b>8 Decimals</b> (R.S. Dag No.451 & L.R. Dag No. 552)
11	Swami Vivekananda Institute of Science & Technology	PRATIBHA ENCLAVE PVT. LTD. Represented by its director Mr. MilapManot	8-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No.19, Page Nos.1388 to 1407 Being No.09807 for the year 2013	<b>4 Decimals</b> (R.S. Dag No.492/1716 & L.R. Dag No. 609)
12	Swami Vivekananda Institute of Science & Technology	SUNVAT REALTORS PVT. LTD. Represented by its director Smt. Pratibha Kothari	08-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No.19, Page Nos.1194 to 1216 Being No.09799 for the year 2013	<b>5 Decimals</b> (R.S. Dag No.452 & L.R. Dag No. 553) <b>4 Decimals</b> (R.S. Dag No.492/1716 & L.R. Dag No. 609)
13	Swami Vivekananda Institute of Science & Technology	MCPRO CONSTRUCTION PVT. LTD. Represented by its director Mr. Chirag Ghoshal	8-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No.19, Page Nos.1316 to 1337 Being No.09804 for the year 2013	<b>6 Decimals</b> (R.S. Dag No.456 & L.R. Dag No. 557)
14	Swami Vivekananda Institute of Science & Technology	SUNVAT INFRA PROJECTS PVT. LTD. Represented by its director Mr. Mrinal Haldar	8-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No.19, Page Nos.1245 to 1265 Being No.09801 for the year 2013	<b>9 Decimals</b> (R.S. Dag No.456 & L.R. Dag No. 557)
15	Swami Vivekananda Institute of	SUNVAT PROPERTIES PVT. LTD.	8-10-2013	ARA-I, Kolkata in Book No. I, CD Volume	<b>9 Decimals</b> (R.S. Dag No.457 & L.R. Dag No. 558)

Sl. No	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser (Owner herein)			
	Science & Technology	Represented by its director Mr. Inder Kumar Manot		No.19, Page Nos.942 to 962 Being No.09787 for the year 2013	
16	Swami Vivekananda Institute of Science & Technology	PREETI HIGH RISE PVT. LTD. Represented by its director Mr. Sandeep Kothari	8-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No.19, Page Nos.1074 to 1094 Being No.09793 for the year 2013	<b>9 Decimals</b> (R.S. Dag No.457 & L.R. Dag No. 558)
17	Swami Vivekananda Institute of Science & Technology	MCPRO INFRASTRUCTURE PVT. LTD. Represented by its director Mr. Sandeep Kumar Agarwal	8-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19, Page Nos.1408 to 1428, Being No.09808 for the year 2013	<b>9 Decimals</b> (R.S. Dag No.454 & L.R. Dag No. 555)
18	Swami Vivekananda Institute of Science & Technology	PRATIBHA ENCLAVE PVT. LTD. Represented by its director Mr. MilapManot	14-02-2014	ARA-I, Kolkata in Book No.I, CD Volume No.3, Page Nos.8494 to 8514, Being No.01533 for the year 2014	<b>2.5 Decimals</b> (R.S. Dag No.500 & L.R. Dag No. 619) <b>3.7 Decimals</b> (R.S. Dag No.500/1717 & L.R. Dag No. 618)
19	Swami Vivekananda Institute of Science & Technology	MCPRO DEVELOPERS PVT. LTD. Represented by its director Mr. Chirag Ghoshal	8-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19, Page Nos.983 to 1002, Being No.09789 for the year 2013.	<b>8 Decimals</b> (R.S. Dag No.492 & L.R. Dag No. 608)
20	Swami Vivekananda Institute of Science & Technology	PREETI CONCLAVE PVT. LTD. Represented by its director Mr. Dipak Tibrewal	8-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19, Page Nos.919 to 941, Being No.09786 for the year 2013	<b>4 Decimals</b> (R.S. Dag No.490 & L.R. Dag No. 604) <b>4 Decimals</b> (R.S. Dag No.492 & L.R. Dag No. 608)
21	Swami Vivekananda Institute of Science & Technology	M.C. KOTHARI PROMOTERS & DEVELOPERS PVT. LTD. Represented by its director Mr. Sandeep Kothari.	08-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19, Page Nos.1485 to 1507, Being No.09811 for the year 2013	<b>8 Decimals</b> (R.S. Dag No.457 & L.R. Dag 558) <b>1 Decimals</b> (R.S. Dag No.454 & L.R. Dag 555)
22	Swami Vivekananda Institute of Science & Technology	MCPRO BUILDCON PVT. LTD. Represented by its director Mr. Milap Manot	08-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19, Page Nos.1266 to 1286, Being No.09802 for the year 2013	<b>9 Decimals</b> (R.S. Dag No.455 & L.R. Dag 556)
23	Swami Vivekananda Institute of Science & Technology	MCPRO CONCLAVE PVT. LTD. Represented by its director Mrs. Jatan Devi Nahata	08-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19, Page Nos.1003 to 1023, Being No.09790 for the year 2013	<b>9 Decimals</b> (R.S. Dag No.454 & L.R. Dag 555)
24	Swami Vivekananda Institute of Science & Technology	SANDEEP PROMOTERS & DEVELOPERS PRIVATE LIMITED Represented by its director	08-10-2013	ARA-I, Kolkata in Book No.I, CD Volume No.19, Page Nos.1024 to 1046, Being No.09791 for the year 2013	<b>3 Decimals</b> (R.S. Dag No.453 & L.R. Dag 554) <b>6 Decimals</b> (R.S. Dag No.455 & L.R. Dag 556)

Sl. No	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser (Owner herein)			
		Mr. Sandeep Kothari			
25	Smt. Sushama Ghosh &Ors.	M.C. KOTHARI REALTORS LLP Represented by its authorized signatory Sri. Suprakash Dutta	04-07-2018	ADSR Sonarpur, South 24 Pgs in Book No. I, Volume No.1608-2018, Page Nos.80808 to 80842 Being No.160803589 for the year 2018	<b>2 Decimals</b> (R.S. Dag No.492/1716 & L.R. Dag 609)
26	Smt. Sushama Ghosh &Ors.	SUNVAT REALTORS PVT. LTD. Represented by its authorized signatory Sri. Suprakash Dutta	04-07-2018	ADSR Sonarpur, South 24 Pgs in Book No. I, Volume No.1608-2018, Page Nos.80843 to 80877 Being No.160803590 for the year 2018	<b>1 Decimals</b> (R.S. Dag No.492/1716 & L.R. Dag 609)
27	Dulal Chandra Ghosh	SINGHWAHINI MARKETING PRIVATE LIMITED Represented by its director Mr. Somnath Roy	30-12-2013	ARA-I, Kolkata in Book No.I, CD Volume No.22, Page Nos.9887 to 9904, Being No.11935 for the year 2013	<b>8.5 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)
28	Dulal Chandra Ghosh	SANDEEP NIRMAN PVT. LTD. Represented by its authorized representative Mr. Mangilal Manot	30-12-2013	ARA-I, Kolkata in Book No.I, CD Volume No.22, Page Nos.9987 to 10004, Being No.11940 for the year 2013	<b>8.5 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)
29	Dulal Chandra Ghosh	SANDEEP ENCLAVE PVT. LTD. Represented by its authorized representative Mr. Mangilal Manot	30-12-2013	ARA-I, Kolkata in Book No.I, CD Volume No.22, Page Nos. 10005 to 10022, Being No.11941 for the year 2013	<b>8.5 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)
30	Dulal Chandra Ghosh	VATAN CONSTRUCTION PVT. LTD. Represented by its authorized representative Mr. Uchhab Raj Mahanot	30-12-2013	ARA-I, Kolkata in Book No.I, CD Volume No.22, Page Nos. 10143 to 10160, Being No.11949 for the year 2013	<b>8.5 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)
31	Dulal Chandra Ghosh	VATAN ENCLAVE PVT. LTD. Represented by its authorized representative Mr. Arun Nahata	30-12-2013	ARA-I, Kolkata in Book No.I, CD Volume No.22, Page Nos. 10198 to 10215, Being No.11952 for the year 2013	<b>8.5 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)
32	Dulal Chandra Ghosh	SANDEEP PROMOTERS & DEVELOPERS PVT. LTD Represented by its	30-12-2013	ARA-I, Kolkata in Book No.I, CD Volume No.22, Page Nos. 10267 to 10284, Being No.11956	<b>8.5 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)

Sl. No	Parties		Date of Execution	Registration Particulars	Area Conveyed
	Vendor	Purchaser (Owner herein)			
		authorized representative Mr. Uchhab Raj Mahanot		for the year 2013	
33	Dulal Chandra Ghosh	BRAJBIHARI TRADERS PRIVATE LIMITED Represented by its director Mr. Indrajit Roy	30-12-2013	ARA-I, Kolkata in Book No.I, CD Volume No.22, Page Nos. 10233 to 10250, Being No.11954 for the year 2013	<b>3 Decimals</b> (R.S. Dag No.489 & L.R. Dag 603)
34	Sukumar Ghosh	BHAIRAVKRIPA DEALMARK PRIVATE LIMITED Represented by its director Mr. Suprakash Dutta	30-12-2013	ARA-I, Kolkata in Book No. I, CD Volume No.22, Page Nos. 10180 to 10197, Being No.11951 for the year 2013	<b>2.5 Decimals</b> (R.S. Dag No.489 & L.R. Dag 603)
36	Amar Ghosh	MOOL CHAND PRATIBHA CONSTRUCTION PVT. LTD. Represented by its director Mr. Mool Chand Kothari	30-12-2013	ARA-I, Kolkata in Book No. I, CD Volume No.22, Page Nos. 10110 to 10126, Being No.11947 for the year 2013	<b>2 Decimals</b> (R.S. Dag No. 502 & L.R. Dag 621)
37	Amar Ghosh	PRATIBHA GRIHA NIRMAN (P) LTD. Represented by its director Mr. Mool Chand Kothari	30-12-2013	ARA-I, Kolkata in Book No. I, CD Volume No.22, Page Nos. 9869 to 9886, Being No.11934 for the year 2013	<b>6.5 Decimals</b> (R.S. Dag No. 493 & L.R. Dag 610)
38	Amar Ghosh	PRATIBHA NIRMAN PVT LTD. Represented by its director Mr. Mool Chand Kothari	30-12-2013	ARA-I, Kolkata in Book No. I, CD Volume No.22, Page Nos. 10092 to 10109, Being No.11946 for the year 2013	<b>6.5 Decimals</b> (R.S. Dag No. 493 & L.R. Dag 610)
39	Swami Vivekananda Institute of Science & Technology	VATAN HIGH RISE PVT. LTD. Represented by its authorised representative Smt. Nitu Manot	14-02-2014	ARA-I, Kolkata in Book No. I, CD Volume No. 3, Page Nos. 3806 to 3831, Being No.01318 for the year 2014	<b>2 Decimals</b> (R.S. Dag No.431 & L.R. Dag 528) <b>5 Decimal</b> (R.S. Dag No.432 & L.R. Dag 531) <b>3 Decimal</b> (R.S. Dag No.433 & L.R. Dag 532)
40	Swami Vivekananda Institute of Science & Technology	VATAN PROPERTIES PVT. LTD. Represented by its director Mr. Vinod Devi Ghosal	08-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No. 19, Page Nos. 1360 to 1387, Being No.09806 for the year 2013	<b>3 Decimals</b> (R.S. Dag No.431 & L.R. Dag 528) <b>3 Decimal</b> (R.S. Dag No.448 & L.R. Dag 549) <b>3 Decimal</b> (R.S. Dag No.432 & L.R. Dag 531)
41	Swami Vivekananda Institute of Science & Technology	VATAN INFRASTRUCTURE PVT. LTD Represented by its director Smt. Sushila Manot	08-10-2013	ARA-I, Kolkata in Book No. I, CD Volume No. 19, Page Nos. 1047 to 1073, Being No.09792 for the year 2013	<b>3 Decimals</b> (R.S. Dag No.432 & L.R. Dag 531) <b>3 Decimal</b> (R.S. Dag No.448 & L.R. Dag 549) <b>3 Decimal</b> (R.S. Dag No.431 & L.R. Dag 528)

- B. That in the events aforesaid, the following companies became the full and absolute Owners of the said Property and got their names mutated in the records of the BL & LRO, Sonarpur, South 24 Parganas as the owners of the aforesaid land in the L.R. Records of Rights, as follows:

SUNVAT BUILDCON (P) LTD.	<b>5.6678 Decimals</b> (R.S. Dag No.448 & L.R. Dag No. 549) <b>2 Decimals</b> (R.S. Dag No.432/1676 & L.R. Dag No. 530)	<b>7.6678</b>	<b>L.R. Khatian Number 5578</b>
SUNVAT CONCLAVE PVT. LTD	<b>5.3312 Decimals</b> (R.S. Dag No.432 & L.R. Dag No. 531) <b>2.8322 Decimals</b> (R.S. Dag No.448 & L.R. Dag No. 549) <b>0.8888 Decimal</b> (R.S. Dag No.434 & L.R. Dag No. 533)	<b>9.0522</b>	<b>L.R. Khatian Number 5511</b>
SUNVAT HIGHRISE PVT. LTD.	<b>5.0048 Decimals</b> (R.S. Dag No.451 & L.R. Dag No. 552) <b>4 Decimals</b> (R.S. Dag No.449 & L.R. Dag No. 550)	<b>9.0048</b>	<b>L.R. Khatian Number 5779</b>
SUNVAT REALTORS PVT. LTD.	<b>5 Decimals</b> (R.S. Dag No.452 & L.R. Dag No. 553) <b>5 Decimals</b> (R.S. Dag No.492/1716 & L.R. Dag No. 609) <b>0.5 Decimals</b> (R.S. Dag No.492/1716 & L.R. Dag 609)	<b>10.5</b>	<b>L.R. Khatian Number 5531</b>
SUNVAT INFRA PROJECTS PVT. LTD.	<b>9 Decimals</b> (R.S. Dag No.456 & L.R. Dag No. 557)	<b>9</b>	<b>L.R. Khatian Number 5583</b>
SUNVAT PROPERTIES PVT. LTD.	<b>9.0038 Decimals</b> (R.S. Dag No.457 & L.R. Dag No. 558)	<b>9.0038</b>	<b>L.R. Khatian Number 5572</b>
MCPRO HIGHRISE PVT. LTD.	<b>2.9994 Decimals</b> (R.S. Dag No.433 & L.R. Dag No. 532) <b>3 Decimals</b> (R.S. Dag No.432/1677 & L.R. Dag No. 529) <b>3.0432 Decimals</b> (R.S. Dag No.432 & L.R. Dag No. 531)	<b>9.0426</b>	<b>L.R. Khatian Number 5510</b>
MCPRO REALTORS PVT. LTD.	<b>3.1112 Decimals</b> (R.S. Dag No.434 & L.R. Dag No. 533) <b>2.6664 Decimals</b> (R.S. Dag No.435 & L.R. Dag No. 534) <b>2 Decimals</b> (R.S. Dag No.436/1810 & L.R. Dag No. 535) <b>0.8352 Decimal</b> (R.S. Dag No.436 & L.R. Dag No. 536)	<b>8.6128</b>	<b>L.R. Khatian Number 5579</b>
MCPRO INFRAPROJECTS (P) LTD.	<b>9.5562 Decimals</b> (R.S. Dag No.436 & L.R. Dag No. 536)	<b>9.5562</b>	<b>L.R. Khatian Number 5580</b>
MCPRO CONSTRUCTIONS PVT. LTD.	<b>6 Decimals</b> (R.S. Dag No.456 & L.R. Dag No. 557)	<b>6</b>	<b>L.R. Khatian Number 5570</b>
MCPRO INFRASTRUCTURE PVT. LTD.	<b>8.9984 Decimals</b> (R.S. Dag No.454 & L.R. Dag No. 555)	<b>8.9984</b>	<b>L.R. Khatian Number 5582</b>
MCPRO DEVELOPERS PVT. LTD.	<b>8.0004 Decimals</b> (R.S. Dag No.492 & L.R. Dag No. 608)	<b>8.0004</b>	<b>L.R. Khatian Number 5573</b>
MCPRO BUILDCON PVT. LTD.	<b>6.6555 Decimals</b> (R.S. Dag No.455 & L.R. Dag 556)	<b>6.6555</b>	<b>L.R. Khatian Number 5568</b>
MCPRO CONCLAVE PVT. LTD.	<b>8.9984 Decimals</b> (R.S. Dag No.454 & L.R. Dag 555)	<b>8.9984</b>	<b>L.R. Khatian Number 5569</b>
VATAN BUILDCON PVT. LTD.	<b>7.6086 Decimals</b> (R.S. Dag No.436 & L.R. Dag No. 536)	<b>7.6086</b>	<b>L.R. Khatian Number 5567</b>
VATAN ESTATE PVT. LTD.	<b>5.7652 Decimals</b> (R.S. Dag No.499 & L.R. Dag No. 617)	<b>5.7652</b>	<b>L.R. Khatian Number 5532</b>
VATAN CONCLAVE PVT. LTD.	<b>7.9968 Decimals</b> (R.S. Dag No.451 & L.R. Dag No. 552)	<b>7.9968</b>	<b>L.R. Khatian Number 5584</b>



VATAN CONSTRUCTION PVT. LTD.	<b>8.4966 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)	<b>8.4966</b>	<b>L.R. Khatian Number 5527</b>
VATAN ENCLAVE PVT. LTD.	<b>8.5017 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)	<b>8.5017</b>	<b>L.R. Khatian Number 5525</b>
VATAN HIGH RISE PVT. LTD.	<b>2 Decimals</b> (R.S. Dag No.431 & L.R. Dag 528) <b>4.912 Decimal</b> (R.S. Dag No.432 & L.R. Dag 531) <b>3.0006 Decimal</b> (R.S. Dag No.433 & L.R. Dag 532)	<b>9.9126</b>	<b>L.R. Khatian Number 5518</b>
VATAN PROPERTIES PVT. LTD.	<b>2.6672 Decimals</b> (R.S. Dag No.431 & L.R. Dag 528) <b>2.8322 Decimal</b> (R.S. Dag No.448 & L.R. Dag 549) <b>3.0432 Decimal</b> (R.S. Dag No.432 & L.R. Dag 531)	<b>8.5426</b>	<b>L.R. Khatian Number 5509</b>
VATAN INFRASTRUCTURE PVT. LTD.	<b>3.0432 Decimals</b> (R.S. Dag No.432 & L.R. Dag 531) <b>2.8322 Decimal</b> (R.S. Dag No.448 & L.R. Dag 549) <b>2.6664 Decimal</b> (R.S. Dag No.431 & L.R. Dag 528)	<b>8.5418</b>	<b>L.R. Khatian Number 5517</b>
PREETI REALTORS PVT. LTD.	<b>4 Decimals</b> (R.S. Dag No.449 & L.R. Dag No. 550) <b>3.9984 Decimals</b> (R.S. Dag No.451 & L.R. Dag No. 552)	<b>7.9984</b>	<b>L.R. Khatian Number 5577</b>
PREETI HIGH RISE PVT. LTD.	<b>8.9986 Decimals</b> (R.S. Dag No.457 & L.R. Dag No. 558)	<b>8.9986</b>	<b>L.R. Khatian Number 5571</b>
PREETI CONCLAVE PVT. LTD.	<b>4 Decimals</b> (R.S. Dag No.490 & L.R. Dag No. 604) <b>3.9996 Decimal</b> (R.S. Dag No.492 & L.R. Dag No. 608)	<b>7.9996</b>	<b>L.R. Khatian Number 5586</b>
PRATIBHA ENCLAVE PVT. LTD.	<b>3.6674 Decimals</b> (R.S. Dag No.492/1716 & L.R. Dag No. 609) <b>2.5011 Decimals</b> (R.S. Dag No.500 & L.R. Dag No. 619) <b>3.7002 Decimals</b> (R.S. Dag No.500/1717 & L.R. Dag No. 618)	<b>9.8687</b>	<b>L.R. Khatian Number 5514 and 5575</b>
PRATIBHA GRIHA NIRMAN (P) LTD.	<b>6.5 Decimals</b> (R.S. Dag No. 493 & L.R. Dag 610)	<b>6.5</b>	<b>L.R. Khatian Number 5515</b>
PRATIBHA NIRMAN PVT LTD.	<b>6.5 Decimals</b> (R.S. Dag No. 493 & L.R. Dag 610)	<b>6.5</b>	<b>L.R. Khatian Number 5516</b>
M.C. KOTHARI PROMOTERS & DEVELOPERS PVT. LTD.	<b>7.9976 Decimals</b> (R.S. Dag No.457 & L.R. Dag 558) <b>0.95 Decimal</b> (R.S. Dag No.454 & L.R. Dag 555)	<b>8.9476</b>	<b>L.R. Khatian Number 5581</b>
M.C. KOTHARI REALTORS LLP	<b>2 Decimals</b> (R.S. Dag No.492/1716 & L.R. Dag 609)	<b>2</b>	<b>L.R. Khatian Number 10191</b>
SANDEEP PROMOTERS & DEVELOPERS PRIVATE LIMITED	<b>3 Decimals</b> (R.S. Dag No.453 & L.R. Dag 554) <b>4.434 Decimal</b> (R.S. Dag No.455 & L.R. Dag 556) <b>8.4966 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)	<b>15.9306</b>	<b>L.R. Khatian Number 5585</b> <b>L.R. Khatian Number 5526</b>
SANDEEP NIRMAN PVT. LTD.	<b>8.5017 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)	<b>8.5017</b>	<b>L.R. Khatian Number 5524</b>
SANDEEP ENCLAVE PVT. LTD.	<b>8.5017 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)	<b>8.5017</b>	<b>L.R. Khatian Number 5576</b>
SINGHWAHINI MARKETING PRIVATE LIMITED	<b>8.5017 Decimals</b> (R.S. Dag No.494 & L.R. Dag 611)	<b>8.5017</b>	<b>L.R. Khatian Number 5801</b>
BRAJBIHARI TRADERS PRIVATE LIMITED	<b>2.5 Decimals</b> (R.S. Dag No.489 & L.R. Dag 603)	<b>2.5</b>	<b>L.R. Khatian Number 5513</b>
BHAIRAVKRIPA DEALMARK PRIVATE LIMITED	<b>2.5 Decimals</b> (R.S. Dag No.489 & L.R. Dag 603)	<b>2.5</b>	<b>L.R. Khatian Number 5512</b>

MOOL CHAND PRATIBHA CONSTRUCTION PVT. LTD.	<b>2 Decimals</b> (R.S. Dag No. 502 & L.R. Dag 621)	<b>2</b>	<b>L.R. Khatian Number 5530</b>
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- C. The said Land Owners also got the aforesaid lands converted to "Bastu" as recorded in various conversion certificates issued by Additional District Magistrate and District Land and Block Land and Land Reforms Officer, Sonarpur, South 24 Parganas with regard thereto Save and Except L.R. Dag No.550 and 554corresponding to R.S. Dag No.449 and 453 which are recorded as "Doba".

DRAFT

**Annexure "A"**

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

- i) **ACT** shall mean the Real Estate(Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PROPERTY / PREMISES** shall mean **All Those** various pieces and parcels of land containing an area of **293.2064 Decimals** (equivalent to **177.38987 Cottahs**) as per ROR (and as per title deeds 297.9 Decimals) more or less, situate lying and comprised in L.R. Dag Nos. 549, 530, 532, 529, 531, 533, 534, 535, 536, 617, 550, 552, 609, 553, 557, 558, 555, 619, 618, 608, 604, 556, 554, 611, 603, 621, 610 and 528, corresponding to R.S. Dag Nos. 448, 432/1676, 433, 432/1677, 432, 434, 435, 436/1810, 436, 499, 449, 451, 492/1716, 452, 456, 457, 454, 500, 500/1717, 492, 490, 455, 453, 494, 489, 502, 493 and 431 recorded in L.R. Khatian Nos.5578, 5511, 5779, 5531, 5583, 5572, 5510, 5579, 5580, 5570, 5582, 5573, 5568, 5569, 5567, 5532, 5584, 5527, 5525, 5518, 5509, 5517, 5577, 5571, 5586, 5514, 5575, 5515, 5516, 5581, 5526, 5585, 5524, 5576, 5801, 5513, 5512 5530 and Old Khatian Number 3091 (in the name of Previous Owner), all in Mouza Kodalia, J.L. No.35, Touzi No.120, under Police Station Sonarpur, Sub-Registration Office ADSR Sonarpur, in the District of South 24 Parganas, on R.N. Bhattacharjee Road of Ward No. 18, within the limits of Rajpur Sonarpur Municipality, (fully described in the **First Schedule**).
- iv) **PROJECT / HOUSING COMPLEX** shall mean and include the primarily residential Housing Complex named "**EKAKSH**", for the time being proposed to be constructed by the Promoter at the said Premises, containing several independent and self-contained apartments / bungalows / row houses, parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same. The Allottee is aware that the Promoter may undertake construction of the Project / Housing Complex in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed.

The Allottee has been made aware of the fact that the Promoter has planned to construct a Club at a portion of the said Premises. The Club is not a part of the said Project and/or the Common Areas and Installations; and accordingly the definition of "Project" shall be read construed and interpreted accordingly.

**It is expressly agreed understood and clarified that** the Promoter and the Land Owners are in the process of acquiring land parcels adjoining the said Premises on its Eastern Western side and Northern side, being lands comprised in R.S. Dag Nos.59, 458, 482, 483, 485/2414, 491, 498, 504, 504, 506 and others and/or portions thereof in the said Mouza Kodalia (in short the "**Adjoining Properties**") and/or the development rights thereof, which shall or may be included in and/or made part of the said Project at the said Premises thereby increasing the scope and ambit of the development presently envisaged by the Promoter and/or may be developed separately and facilities of the said presently proposed Project at the said Premises can or may be shared with such adjoining properties and the developments thereat. Upon the happening of the above, the term Project / Housing Complex shall also include such additional developments and the various developments shall be deemed to be and/or treated as different Phases of the Project / Housing Complex and result in the consequent change in the percentage of proportionate share of the Allottee in the common areas and installations. Further, the unconsumed FAR available for the said Premises may be consumed in such adjoining properties, to which the Allottee shall not object to and hereby consents to the same.

- v) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Unit in the Said Premises.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces, roofs/terraces of the Units , exclusive greens / gardens attached to any particular Unit, all Parking Spaces and other open and covered spaces at the Premises which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter and the Owners shall be entitled

to deal with and/or dispose of the same in their absolute discretion, to which the Allottee hereby consents.

**It is further clarified that** in case of any emergency / exigency, statutory or otherwise, the Promoter reserves the right to modify / alter the scheme of use and enjoyment of the Common Areas and Installations which may result the increase or decrease in the Common Areas and Installations, to which the Allottee hereby consents.

The Allottee is aware that the Promoter may undertake construction of the Project / Housing Complex in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;

The Allottee has also been made aware of the fact that certain Common Areas and Installations may be reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees and no other allottees shall be entitled to use and/or enjoy the same and maintenance of such reserved Common Areas and Installations shall be paid for only by the users thereof.

The Allottee is also aware of and consents to the fact that the Promoter may acquire development rights in respect of the said Adjoining Properties whereat or on parts whereof the Promoter intends to develop a Project and accordingly will get Plan sanctioned by the authorities and that all the Common Areas and Installations and Facilities at the said Premises and the Adjoining Properties are intended to be used by the Allottees of both the said Premises and the said Adjoining Properties in common with each other, notwithstanding the fact that either of the said Premises or the said Adjoining Properties may be having lesser or higher quantum of Common Areas Installations and Facilities; and the Allottee herein shall not be entitled to object to the same. The Common Areas and Installations at the said Premises have been planned and designed after taking into account the fact that the same shall also be used by the allottees of the Units in the Adjoining Properties.

The Allottee has been made aware of the fact that the Promoter has planned to construct a Club at a portion of the said Premises. The Club is not a part of the said Project and/or the Common Areas and Installations.

The Allottee has been made aware of the fact that the internal roads pathways passages, etc. are retained by the Promoter for ingress and egress and/or for future development of proposed project(s) at the Adjoining Properties and access to those as elsewhere mentioned herein and the Allottee shall have merely a limited right to use the same in common with the Promoter and the Land Owners and the owners and occupiers (including allottees) of the Adjoining Properties and the Project(s) therein as also the owners / members/visitors/employees/guests/owners/ agents of the Club.

- viii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees. **It is however clarified that** in case any of the Common Areas and Installations are reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees, then the maintenance of such reserved Common Areas and Installations shall be paid for only by the users thereof.
- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Apartment / Bungalow / Row House / Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- ix) **UNITS** shall mean the independent and self-contained apartments / bungalows / row houses and/or other constructed areas (capable of being independently and exclusively used and enjoyed) at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / and/or Parking right(s) and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective units and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- x) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces in or portions of the Project at the Premises, and also the open parking spaces in the open compound at the said Premises, and also the Multi-Level and Mechanical Car Parkings and parking areas covered by shed / canopy / glass cover / awning or any other form of cover, as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles.

In case the Promoter makes provision for Mechanical Parking and the Allottee is allotted the right to the use of such Parking facility in such cases the common expenses on account of Mechanical Parking shall be separately billed and shared exclusively among the Mechanical Parking Allottees only.

- xi) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit (including POP and Plaster), excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah, but includes the area covered by the internal partition walls of the said Unit;
- xii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Project (including the area of the balconies therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- xiii) **CHARGEABLE / MAINTENANCE CHARGEABLE AREA/ SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Project and the Premises, attributable to such Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Chargeable / Super Built-up Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Unit agreed to be purchased by the Allottee.

**It is however clarified that** in case any of the Common Areas and Installations are reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees, then the area of such Common Areas and Installations shall be loaded on to the units of such allottees only thereof.

- xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning

The proportionate share of the Allottee in the Common Areas and Installations shall be the proportion in which the Built-up Area of the said Unit may bear to the Built-up Area of all the Units in the said Premises subject to the other provisions hereof and the right of the allottees, owners and occupiers of the Adjoining Properties to use and enjoy the same in common as elsewhere herein contained.

**PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

- xv) **SAID APARTMENT / BUNGALOW / ROW HOUSE / UNIT** shall mean **the Residential Apartment / Bungalow / Row House / Unit No. \_\_\_\_\_** to be constructed at the said Premises more fully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** and **wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Apartment / Bungalow / Row House / Unit **and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Apartment / Bungalow / Row House / Unit if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE**.
- xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 13<sup>th</sup> April, 2022 and registered with the Additional Registrar of Assurances-II, Kolkata, in Book-I, CD Volume No.1901-2021, Pages 184328 to 184475 Being No.190204359 for the year 2022 whereby the Land Owners appointed the Promoter as the developer of the said Property.
- xvii) **ASSOCIATION** shall mean any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- xix) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or 15 days after issue of notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 and its sub-clauses irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xx) **ARCHITECTS** shall mean Raj Agarwal & Associates having its office at No. 8B, Royd Street, 1<sup>st</sup> Floor, Kolkata 700016 or such other Architects as may be appointed by the Promoter from time to time for the Project;
- xxi) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 2<sup>nd</sup> Floor, Kolkata 700001 appointed for the said Project at the said Premises;
- xxii) **PLAN** shall mean the plan for the time being sanctioned by the Rajpur Sonarpur Municipality vide Building Permit No. 170/CB/20/43 dated 25/04/2023, for construction of the Bungalows and/or Row Houses at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.
- The Allottee agrees and consents to the fact that in case at any time additional constructions are sanctioned by the concerned authorities (including by raising additional floors), then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.
- xxiii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxiv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxv) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members / coparceners for the time being their respective heirs legal representatives executors and administrators;
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
  - (d) In case the Allottee be a company, then its successors or successors-in-office;

**Annexure "B"**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association, as the case may be;
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project / Housing Complex and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
  - (d) to use their respective Units only for private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
  - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
  - (f) not to use the ultimate roof for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
  - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
  - (i) not to claim any right title or interest whatsoever or howsoever over any unit or portion in the said Premises save their respective units.
  - (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Project save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Unit.
  - (k) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
  - (l) not to alter the outer elevation of the Project / Housing Complex or any part thereof nor decorate the exterior thereof otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
  - (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project / Housing Complex nor allow or permit any other person to do so.
  - (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Project / Housing Complex.
  - (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Project / Housing Complex in

good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Project / Housing Complex and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

(p) In case any balcony/verandah/open Terrace be attached to any Unit, then the same shall be a property / right (as applicable) appurtenant to such Unit and the right of use and enjoyment thereof shall always travel with such Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony/verandah/open Terrace independently (i.e. independent of the Unit owned by such Allottee in the said Project);
- ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such balcony/verandah/open Terrace nor cover the same in any manner, including *Shamianas* etc.;
- iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.
- iv) Not display any sign board, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony/ verandah / open terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light there from disturbing others.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building and on receiving prior permission from Promoter in writing which the Promoter can deny without any further explanation.

(q) In case any exclusive right to use any space, to be used as garden, be attached to any unit, then the same shall be a right appurtenant to such unit and the right of use and enjoyment thereof shall always travel with such unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:

- i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the unit owned by such Allottee);
- ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such space nor cover the same in any manner, including *Shamianas* etc.;
- iii) The allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
- iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light there from disturbing others.
- v) The allottee thereof shall maintain such space at its own costs and expenses.
- vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.
- vii) The allottee thereof shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association/Maintenance Company with regard to the uses and maintenance of such space.
- viii) The allottee thereof shall remain liable for payment of all municipal and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Promoter and the Association/Maintenance Company with regard thereto.

(r) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:

- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee



or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;

- (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
- (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the said Project and the said premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.
- (s) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their respective Units which may cause nuisance or annoyance to the allottees.
- (t) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (u) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided that internal finishing work may be carried out by the Allottees in a lawful manner.
- (v) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terrace etc., nor cover the same in any manner, including *Shamianasetc.*
- (w) 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, tube-well generator and other installations and amenities at the said Premises including those under the West Bengal Fire Services Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Promoter and the Owners 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.
- (x) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Municipal Authority, Kolkata Metropolitan Development Authority, CESC Limited / WBSEDCL, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Project / Housing Complex as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- (y) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities within 6 (Six) months from the date of possession.
- (z) not to fix or install air conditioners in their respective Unit save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places

earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. 150/- (Rupees one hundred fifty) per sq. ft., of the Built-up Area of such Allottee's Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Unit approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Unit.

- (aa) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the Promoter or the Association differs from the colour scheme of the Project / Housing Complex or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the Project / Housing Complex and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs. 500/- (Rupees five hundred) per sq. ft. of the Built-up Area of such Allottee's Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Association, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (bb) not to make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable for costs and consequences thereof, under civil criminal municipal and other laws, and shall indemnify the Promoter and the Owners for all losses damages costs claims expenses dues charges demands actions consequences and proceedings suffered or incurred by the Promoter or the Owners or any of them.
- (cc) to carry out all fit-out works in the said Unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and Fire Safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- (dd) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns and structural stability of the unit(s);
- (ee) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the said Unit at all reasonable times to view and examine the state and condition thereof and to make good all defects' decays and want of repair in the said Unit within seven days of giving of a notice in writing by the Maintenance in-charge to the Allottee thereabout;
- (ff) unless the right of parking of motor car is expressly granted and mentioned in Part-I Of the Second Schedule hereinabove written, the Allottee shall not park any motor car or any other vehicle at any place in the said Premises except below their said Unit.
- (gg) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the buildings passing through the said Unit or the Common Areas and Installations.
- (hh) not take or allow any person to take dogs and other pets on elevators and not to allow dogs and other pets in the Common Areas and Installations without accompanying them with a leash.
- (ii) to bear and pay and discharge exclusively the following expenses and outgoings, with effect from the Deemed Date of Possession / Date of Commencement of Liability:-
  - i) Property tax, Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to Municipal / Concerned Authority Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the maintenance in-charge the proportionate share of all such rates and taxes assessed on the said Premises and/or deposit in the Suspense Account of the authority proportionate share of all such rates and taxes assessed on the Premises;
  - ii) All other taxes impositions levies cess fees, expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Project / Housing Complex or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Project / Housing Complex or the said Premises as a whole.

- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
  - iv) Charges for water and other utilities consumed by the Allottee and/or attributable or related to the said Apartment against demand made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
  - v) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
  - vi) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. 3.25/- (Rupees three and twentyfive paisa) per square foot per month of the Maintenance Chargeable/ Super Built-up Area of their respective units, with the Maintenance Chargeable / Super Built-up Area of the said Unit being \_\_\_\_\_ Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
  - vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
  - (jj) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Association from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit without any delay, demur or default and the Allottee shall indemnified the Promoter and the Maintenance In-charge and all other Allottees for all losses and damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be withheld by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.
  3. The Liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the said Apartment/ Unit by the Proper to the Allottee or the Deemed date of Possession, whichever be earlier.
  4. It is expressly agreed and understood that so long as the Promoter or its nominee be the Maintenance In-charge, the allottee shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.
  5. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Project / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for

non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

6. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
  - (i) disconnect the supply of electricity to the said Unit;
  - (ii) withhold and stop all other utilities and facilities (including generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
  - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Housing Complex.
7. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

BETWEEN

SIOM REALTY PRIVATE LIMITED

... PROMOTER/ DEVELOPER

AND

VATAN ESTATE PVT. LTD.&360OTHERS

... OWNERS /LAND OWNERS

AND

\_\_\_\_\_

... ALLOTTEE/PURCHASER

**AGREEMENT FOR SALE**

(Unit No. \_\_\_\_\_ in the Project “ \_\_\_\_\_ ”)

**SARAOGI & COMPANY**

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