

## AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By and Between

**(1) SRI TAPENDRA NATH BANERJEE** (PAN ADFPB4057N, Aadhaar No. 9648 9264 6603 and Mobile No. 9903025637) son of Late Rajendra Nath Banerjee, by faith Hindu, by Nationality Indian, by Occupation Businessman, residing at No. 145/A/2, South Sinthi Road, Kolkata 700050, Post Office and Police Station Sinthi, **(2) SRI ARINDAM BANERJEE** (PAN AFSPB4259D; Aadhaar No. 9608 8727 3908 and Mobile No. 9231963076) son of Sri Dipendra Nath Banerjee, by faith Hindu, by Nationality Indian, by Occupation Businessman, residing at No. 145A, South Sinthi Road, Kolkata 700050, Post Office and Police Station Sinthi And **(3) SRI TIRTHANKAR BANERJEE** (PAN BIJPB4015N) Aadhaar No.- 4184 9664 0314 and Mobile No. 9903976509, son of Sri Tapendra Nath Banerjee, by faith Hindu, by Nationality -Indian, by Occupation Businessman, residing at No. 145 A/2, Sinthi, South Sinthi Road, Kolkata 700050, P.O. and P.S. Sinthi, hereinafter jointly and collectively referred to as the **LAND OWNERS** (which express shall mean and include unless excluded by or repugnant to the context of their legal heir or heirs, executor or executors and assigns) of the **ONE PART**

AND

**M/S. SATYA KRISHNA ENTERPRISE**, a partnership firm having PAN: ADNFS1451R

having its office at 145A/2, South Sinthee Road, Post Office Sinthee, Police Station Sinthee, Kolkata 700050 represented by its partners **(1) TAPENDRA NATH BANERJEE** (PAN ADFPB4057N, Aadhaar No. 964892646603 and Mobile No.9903025637) son of Late Rajendra Nath Banerjee, residing at No. 145/A/2, South Sinthi Road, Kolkata 700050, Post Office and Police Station Sinthi, **(2) TIRTHANKAR BANERJEE** (PAN BIJPB4015N, Aadhaar No. 418496640314 and Mobile No.9903976509) son of Sri Tapendra Nath Banerjee, residing at No. 145A/2, South Sinthi Road, Kolkata 700050, Post Office and Police Station Sinthi and **(3) ARINDAM BANERJEE (PAN AFSPB4259D)**, Aadhaar No. 960887273908 and Mobile No. 9231963076) son of Sri Dipendra Nath Banerjee, residing at No. 145A, South Sinthi Road, Kolkata 700050, Post office and Police Station-Sinthi, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **SECOND PART:**

AND

**[If the Allottee is an individual]**

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about -----years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_) , hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns).

or

**[If the Allottee is the company]**

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

[or]

**[If the Allottee is the Partnership Firm or a LLP]**

\_\_\_\_\_ a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized Partner, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_ hereinafter referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the

time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns. ) of the **THIRD PART**:

[or]

**[If the Allottee is a HUF]**

Mr \_\_\_\_\_ (PAN No \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_HUF, having its place of business/ residing at \_\_\_\_\_,

PAN no. \_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns, ) of the **THIRD PART**:

The owner, the Developer and allottee shall hereinafter collectively be referred to as the "parties" and individually as a "party" WHEREAS:

- A. The Land Owners are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring about **20** (twenty) Cottahs more or less lying and situated at 57C/3 Barrackpore Trunk Road, (eastern side of the Premises No 57C, Barrackpore Trunk Road) Police Station Sinthi, being assessee No. 110020106645, Ward No. 002, under the Kolkata Municipal Corporation, District 24-Parganas (North), hereinafter referred to as the "**SAID PROJECT PROPERTY**" more fully described in **Part-I** of **SCHEDULE-A** AND demarcated and delineated in the attached PLAN/MAP and border in RED ink, annexed hereto and marked **Annexure- A**.
- B. The title of the Land Owners in respect of the "**Said Project Property**" are more fully described in the PART –II of **SCHEDULE – A** hereunder;
- C. The Allottee further agrees to allow and hereby gives his/her consent to the Developer for modifications of plan to incorporate any Future Development, additions/alterations and/or the constructions to be made thereon and sharing of common amenities, facilities, services. Developer may at its sole discretion also create few more facilities in the future for betterment of the Project which will also be shared by all the Allottees.
- D. The Allottees will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through the entire Project 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 land owners of the Units.
- E. The Said Project Property is earmarked for the purpose of construction of a residential cum commercial building of (G+X) herein after referred to as the "**Said Project**", more fully described in the PART –III of **SCHEDULE – A**.
- F. The Land Owners entered into a Development Agreement dated 07.03.2024 with the Developer and registered it in the Office of the Additional Registrar of Assurances-IV, recorded in Book No.1, Volume No.1904-2024 in Pages 196586 to 196632, Being No. 1904-03259 for the year 2024 and granted the exclusive right of Development unto and in favor of the Developer.
- G. By a Power Of Attorney dated 08.03.2024 registered in the office of the Additional Registrar of Assurances-IV, recorded in Book No.1, Volume No.1904-2024 in Pages 196807 to 196830, Being No. 1904-03267 for the year 2024, the Land Owners granted development powers to the Developer to undertake the development in terms of the said

Development Agreement.

- H. The Developer is thus fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owners in the said Project Land on which Project is to be constructed have been completed.
- I. It is presently envisaged that the entire Project to be developed will have residential Units as well the Commercial Units, as may be permitted under the law (s) and as to be permitted by the competent authority and the said Entire Building (G+X) residential cum commercial (**Said Complex**) will be constructed and registered under WBRERA.
- J. The Allottee agrees that in case of any exigency, statutory or otherwise, the Developer may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and in such event the Allottee shall have no objection.
- K. All The Facilities and Amenities will be shared by and between the Allottees of the Said Complex and with the progression of development and registration under The West Bengal Real Estate Regulatory Authority (WBRERA) of the Project, the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by and between the Allottees, as part of a common integrated development. All the Common Facilities and Amenities may not be made available as soon as the initial construction are started, as some of the Facilities will be made available only upon completion of the entire Complex and further the Developer will have the right to shift the situation of a particular Facility from one place to another for convenience without curtailing the facilities committed to the Allottees.
- L. The Allottee/s admits and accepts that the Allottee and other Intending Allottees in the Said Building shall form the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions of the Said Building and the Said Project. Each Allottee will be entitled to cast a vote irrespective of his/her/its size of Unit/s., the Allottees who have taken possession respective Unit/s will be required to pay the Common Expenses as well as the Common Area Maintenance expenses(CAM) as morefully described in the Schedule-J below, and common services of all common amenities towards maintenance of common pathways, infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, and common services divided by the area of Project for which notice of possession has been issued by the Developer in accordance with law and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession. The Association (upon formation) will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Association is formed, the Developer shall act as the Association and on the formation of the Association, the Developer shall withdraw itself from such role and hand over the responsibility to the new body. If the Allottee/s shall not take the position of his/her/its unit/s upon getting the possession notice to be issued by the Developer as per the provision of the Law, in such case the Allottee/s also shall be liable to pay the Common Area Maintenance expenses(CAM).
- M. With the intention of developing and commercially exploiting the Said Property by constructing the Said Building thereon and selling the individual Unit/s, Commercial Spaces, and together with Car Parking, the Developer got a building plan sanctioned by the Kolkata Municipal Corporation (KMC) vide Building Permit No. - 2025010056 dated 4<sup>th</sup> September, 2025 (Sanctioned Plans, which includes all sanctioned/permissible modifications made thereto, if any, from time to time).

The Developer shall use/rent out/lease out/transfer the Ground Floor and First Floor for

commercial purposes like the shop/s, parlors, showroom, office, banquet hall for any kind of social occasions and/or meetings etc. as per the sole discretion of the Developer, either in part by part or the entire floor in accordance with the sanctioned plan and/or modified sanctioned plan. The Developer may change the mode of use of such commercial spaces in accordance with the sanctioned plan as and when required. The allottee/s shall not have any right to obstruct the ingress or egress of the guest/s' of the banquet hall or create any nuisance. The Developer at its sole discretion shall be entitled to rent out /least out the banquet hall to the resident/s of the Said Project and also to the any out sider/ third party or also shall be entitled to rent out /least out the entire commercial spaces as office/shop/parlour etc. and the Allottee/s have understand the mode of uses of the commercial spaces and shall not raise any objection in this regard.

The Developer may make such minor changes, additions or alterations in the Plans as may be required as per the provisions of the Act due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not materially affect the Unit in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee , the Developer will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Developer do so for the reasons to be recorded in writing and in that case consent of allottees is deemed to be granted.

The Developer shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party , unless it results in structural defect. 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 Developer, for which the Developer shall not be liable after handing over to the Allotees.

A. The Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Project from Sanctioning Authority.

B. If the plan sanctioned by Sanctioning Authority /Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Developer in such event the Developer agrees and undertakes that save and except raising additional floors if permitted by law, in strict compliance with section 14 of the Act and other laws as applicable and Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Developer may change the location.

C. The Developer has also made out proposed lay-out plan showing proposed development as disclosed by the Developer in his registration before **WBRERA Authority** and further disclosed on the web-site as mandated by the Developer.

D. The Developer may at its option keep aside a demarcated area in any portion of

the Project area for future own use. This Area will be termed as the 'RETAINED AREA'. The Developer will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Developers utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses.

E. The Developer has appointed / will appoint an Architect, a Structural Engineer and other consultants for the preparation of the architecture and structural design and other drawings of the buildings and the Developer and Allottee accepts the professional supervision of the Architect and the structural engineer and other Consultants till the completion of the building/buildings.

F. The Developer will register the Project under the provision of the The Real Estate (Regulation And Development) Act, 2016 vide Registration No. \_\_\_\_\_.

G. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Developer and based on the title assurance by the Developer and after referring to the papers and documents supplied by them available on the link of the Developer / WBRERA website the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Developer and after inspection of the Plan, designs and specifications prepared by the Developer's Architects and sanctioned by the Competent Authorities in respect of the Project and all other permissions necessary for construction and development of the Project had applied for an Apartment, vide application No \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted/Booked Apartment No \_\_\_\_\_ type \_\_\_\_\_ BHK, on \_\_\_\_\_ floor, \_\_\_\_\_ Side, in Building having carpet area of \_\_\_\_\_ square feet corresponding to Built-up area of \_\_\_\_\_ square and super built-up area of \_\_\_\_\_, square feet, with attached balcony having an area of \_\_\_\_\_ Square feet, more or less, (**Said Apartment**) demarcated in the Floor Plan annexed hereto and marked as **ANNEXURE-B** and pro rata share (in the "common areas" (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building in the G + X residential cum commercial building namely "**Avishikta Heights**" together with \_\_\_\_\_ (\_\_\_\_) car parking space being car parking no. \_\_\_\_\_, having an area of \_\_\_\_\_ Sqft. located on the ground floor or right to use of \_\_\_\_\_ (\_\_\_\_) car parking space located on the Multi-Level Mechanical Car Parking, more particularly described in Schedule "B" below ("**Said Parking Space**") together with right to use of pro rata share in the common areas of the Project (Share In Common Areas), the said common areas of the Project being described in Schedule "E" below ("**Common Areas**"); and also together with undivided, impartible, proportionate and variable right and interest in share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment (Land Share). The said Apartment, the said Parking Space (if any), and Share In Common Areas, and Land Share collectively described in Schedule "B" below (collectively "**Said Apartment And Appurtenances**"). (hereinafter referred to as the "Apartment /Unit" as per Floor Plan annexed hereto and collectively marked **Annex-B** and described in **SCHEDULE B**);

H. The authenticated copies of Certificate of Title issued by the Advocate of the Developer, have been uploaded in the official web-site of the Project under the website of the WBRERA Authority and the Allottee may also independently satisfy

himself/herself/itself/themselves about the Owner's title to the Project Land on which the Units are to be constructed.

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

J. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the project and with the further understanding that the Developer may charge different rates from different allottees for Apartment, for different locations, specifications and at different times at the sole discretion of the DEVELOPER.

K. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution, fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.

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

## **1. TERMS**

1.1 **SUBJECT TO** Terms and conditions as detailed in this agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment, as specified in para T above in this agreement.

1.2 The price of the Apartment, based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Apartment price) (which includes cost of Apartment, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas (If Provided), together with \_\_\_\_ (\_\_\_\_) car parking space being car parking no. \_\_\_\_\_, having an area of \_\_\_\_\_ Sqft. located on the ground floor or right to use of \_\_\_\_ (\_\_\_\_) car parking space located on the Multi-Level Mechanical Car Parking, if allotted is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and Height Escalation Charges / Preferential Location Charges (PLC) Rs. \_\_\_\_\_ per square feet if any (Collectively Total Price) proportionate cost of common area, taxes, maintenance charges. Breakup and description is more fully described in **SCHEDULE – C** hereunder written.

<b>Description</b>	<b>Rate Per Square Feet Carpet Area (In INR)</b>	<b>Amount (In INR)</b>
<b><u>Apartment /Unit Price:</u></b> a) Cost of Apartment, /unit b) Height Escalation Charges / Preferential Location Charges (PLC) Rs. 25/- per square feet on SBU area. The PLC will be applicable from 5 <sup>th</sup> Floor onwards and the charges are as		

follows: (i) For 5 <sup>th</sup> & 6 <sup>th</sup> Floor Rs. 25/- per sqft (j) For 7 <sup>th</sup> & 8 <sup>th</sup> Floor Rs. 50/- per sqft (k) For 9 <sup>th</sup> & 10 <sup>th</sup> Floor Rs. 75/- per sqft		
<b><u>Car Parking and Other Charges :</u></b> a) Covered Parking / Multi Level Mechanical Car Parking b) Generator & Transformer Charges @ Rs.200/- per Sqft on SBU area		
Total		
GST		
<b>Total Price</b>		
<b>Electricity Deposit</b>	The individual Meter shall be obtained by the Owner from the competent authority i.e CESE/WBSEDCL and the developer may assist the Owner in regard to the same. Deposit on actual basis.	
<b>LEGAL CHARGES</b>	<p>The Allottee shall pay to the Developer or to the Project Legal Advisor, @ _____ of Total Consideration or the government assessed Market Value (whichever is higher) towards legal documentation charges for the Said Apartment And Appurtenances, out of which 50% shall be payable on execution of this agreement and the balance 50% on execution of the sale deed.</p> <p>In addition thereto, the Allottee shall also pay further _____ as miscellaneous expenses for each registration.</p> <p>Out of the above the Allottee shall a some of _____ for nomination documentation charges as and when applicable.</p>	
<b>Association formation Charges</b>	Association formation Charges @ Rs. _____ for each Unit/Apartment. For commercial spaces (i) Ground Floor _____ and (ii) First Floor _____	



of Demand Letter, E-Mail or SMS, WhatsApp message shall be an accepted means of communication. The Developer 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. Payment from any other third party other than the Allottee/Co-Allottee will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Developer in its account. The Allottee shall submit the Cheques/ Drafts etc at the office of the Developer against proper receipt issued by the Authorised person of the Developer as otherwise if any cheque is misplaced, the Allottee will be fully responsible for the same.

**Explanation:**

- I. The Apartment Price above includes the booking amount paid by the allottee to the Developer towards the Apartment.

The Apartment Price excluding GST, Extra Charges and Deposits is as mentioned in Schedule C. Other than Apartment Price, Buyer is liable to pay applicable GST as per the Act and extra charges and Deposits as detailed mentioned herein above and also in the Booking/Allotment Letter shall be paid as and when required after the date of execution of this Agreement.

Schedule-C, Booking/Allotment Letter together is for the sake of convenience only defined as total price( which includes taxes, extra charges and deposits).

- II. The Total Price includes Taxes consisting of tax paid or payable by the Developer by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer up to the date of handing over the possession of the Apartment, to the Allottee and the project to the Association of Allottees or the Competent Authority, as the case may be , after obtaining the completion certificate subject to providing that the cost of maintenance of the Apartment, /Building or the Project or the Project shall be carried out by the Developer upto a maximum period of 3 months after CC/ Partial CC which shall be included in the total price.

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

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project the same shall not be charged from the Allottee.

- III. The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (FIFTEEN) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- IV. The Total Price of Apartment, (as defined and calculated in Schedule C) includes

recovery of proportionate price of land, construction of not only the Apartment, but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, , Lift, Water line and plumbing, tiles, doors, windows, Fire detection and Fire fighting equipments in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Project and also, pro rata share in the Common Areas; exclusive rights in parking(s) (dependent/independent) (if provided in the Agreement ).

- 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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority , which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act , the same shall not be charged to the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in SCHEDULE- C (“Payment Plan”).
- 1.5 Payment of any instalment if made in advance shall generally be adjusted to the next instalment. No interest shall be paid by the Developer for such Advance payments made by the Allottee or by Housing Finance Companies/Banks etc on behalf of Allottee. The Developer may however allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments upon discussion with Allottee 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 Developer.

Provided that the Developer may make such minor additions or alternations as may be required by the Allottee , or such minor changes or alternations due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not affect the Unit and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee, the Developer will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Developer do so for the reasons to be recorded in writing and in that case consent of allottees is deemed to be granted.

- 1.6 It is agreed that the Developer shall not make any additions and alteration in the

sanctioned plans, layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein in **Schedule D** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, without the previous written consent of the Allottee as per the provision of the Act.

Provided that the Developer may make such minor additions or alternations as may be required by the Allottee, or such minor changes or alternations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area then the Developer 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 carpet area which is not more than three per cent of the Carpet area of the Apartment, , allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.7 Subject to Clause 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to Apartment, as mentioned below:
  - i The Allottee shall have exclusive ownership of the Apartment, ;
  - ii The Allottee shall also have undivided proportionate variable share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate of the Project from the Competent Authority as provided in the Act. Provided that The Allottee shall have the right upon the Exclusive Common Area (morefully described in the Schedule-E) for Multi-Level Mechanical Car parking in the Project, only if the Developer shall provide the same to the Allottee. Notwithstanding that the Multi Level Mechanical Car Parking spaces form part of the Exclusive common areas, the Developer shall have the right to allocate specific car parking spaces to certain Allottees for their exclusive use and enjoyment, as may be mutually agreed. Such allocation shall not confer any ownership, title, or proprietary right in the Multi Level Mechanical Car parking space upon the Allottee, but shall merely constitute a right to exclusive use thereof, co-terminus with the ownership and possession of the respective Apartment/Unit.
  - iii That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment, but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, , lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
  - iv The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be subject to prior consent and approval of the project

engineer and complying with all safety measures while visiting the site.

- 1.8 It is made clear by the Developer and the Allottee agrees that the Apartment, together with \_\_\_\_ (\_\_\_\_) car parking space being car parking no.\_\_\_\_\_, having an area of \_\_\_\_\_ Sqft. located on the ground floor or right to use of \_\_\_\_ (\_\_\_\_) car parking space located on the Multi-Level Mechanical Car Parking, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land underneath the building. It is clarified that Project's Infrastructure, services, facilities and amenities shall be available for use and enjoyment of the Allottees of the Project. It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project/Complex shall not form a part of the declaration to be filed with the Competent Authority under the West Bengal Apartment Ownership Act 1972.
- 1.9 The Developer agrees to pay all outgoings before deemed possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges(i.e 3 months' from Notice of Possession), including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring Apartment, to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. Notwithstanding the above, it is provided that in so far as any taxes and levies with regard to the allotted Apartment are concerned the same shall become due and payable by the Allottee from the date of Notice of possession.
- 1.10 The Allottee has paid a sum of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_Only) as booking amount being part payment towards the Total Price of the Apartment, at the time of booking the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment, as prescribed in the Payment Plan as per Schedule – C as may be demanded by the Developer within the time and in the manner specified therein:

If there is delay in obtaining Housing loan or if the Allottee fails to obtain loan from any financial institute/Bank for any reason whatsoever it cannot be a ground for delaying payment of outstanding instalment. Provided that if the allottee delays in payment towards any amount he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a.

## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft /PO or online payment i.e NEFT/RTGS/IMPS or other Banking mode (as applicable) in favour of “**SATYAKRISHNA ENTERPRISE**” payable at Kolkata. It is agreed and recorded that no cash payment is acceptable by the Developer 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 amendment(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 Developer with such permission, approvals which would enable the Developer 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 Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment, applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

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

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

### **5. TIME IS ESSENCE**

Time is essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment, to the Allottee and the common areas in the Project to the association of the Allottees after receiving the occupancy certificate\* or the completion certificate of the entire Complex, as the case may be subject to the same being formed and registered as per local law.

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

The Allottee has seen the proposed layout plan, specifications, Amenities and facilities of the Apartment, and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer 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 relevant State 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 breach of this term by the Developer shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT**

- 7.1 Schedule for possession of the said Apartment, :** The Developer agrees and understands that timely delivery of possession of the Apartment, to the Allottee and the Common Areas to the Association of the Allottees, is the essence of the Agreement. The Developer assures to hand over possession of the Apartment, with all specifications, in place on **September, 2030** with a grace period of six months (**Completion date**) unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity, order, rule, notification of the government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the real estate project ("Force Majeure"). The Common Areas of the entire Project shall be completed on the completion of the entire Project. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, and the same shall not include the period of extension given by the Authority for registration,

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. Developer will give possession upon obtaining the Completion Certificate/ Partial Completion Certificate of the building.

The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this

allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer 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 Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

## **7.2 Procedure for taking possession-**

- i The Developer, upon obtaining the occupancy certificate/Completion Certificate/Partial Completion Certificate from the Competent Authority shall offer in writing the possession of Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate (Provided that, in the absence of local law the Conveyance Deed in favor of the Allottee shall be carried out by the Developer within 3 months from the date of issue of Occupancy Certificate/Completion Certificate/Partial Completion Certificate as the case may be). However, upon the Developer giving a written notice, the Developer shall give and the Allottee shall take possession of the Apartment, within 15 (fifteen) days of the written notice. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/association of Allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing after receiving the occupancy certificate/ completion certificate /Partial Completion Certificate of the Project(notice of possession). The Developer shall hand over the photocopy of the Completion / Partial Completion Certificate of the Project to the Allottee at the time of conveyance of the same.
- ii At the time of registration of conveyance or Lease of the structure of the building or wing of the building to the Association of Allottees, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said Association on such conveyance or lease or any document or instrument of transfer in respect of the said property to be executed in favour of the association.

## **7.3 Failure of Allottee to take the possession of Apartment::**

Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Apartment, from the Developer by executing necessary indemnities, undertakings and such other documentation as required and/or prescribed in this Agreement, and the Developer shall give possession of the Apartment, 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 interest on amounts due and payable in terms of this agreement, maintenance charges, municipal tax and other outgoings and further shall also be liable to pay Holding Charges/ Guarding Charges as decided by the Developer for the period of delay in taking possession.

- 7.4 **Possession by the Allottee** - After obtaining the Completion Certificate certificate /partial completion certificate and handing over physical possession of the Apartment, to the Allottees, it shall be the responsibility of the Developer to handover the necessary documents and plans, including common areas to the association of the Allottee on its formation or the competent authority, as the case may be, as per the local laws.

Provided that in the absence of any local law, the Developer shall hand over the necessary documents and plans including common areas to the Association of Allottees within 30 days after obtaining the completion certificate of the entire Housing complex or as per local laws.

- 7.5 **Cancellation by Allottee-**

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Allottee shall serve a 90 (ninety) days' notice in writing on the Developer and on the expiry of the said period the allotment shall stand cancelled and the Developer herein is entitled to forfeit entire booking amount and the applicable GST on such cancellation charges. The balance amount of money paid by the allottee shall be returned by the Developer to the Allottee within 45 days of such cancellation.

- 7.6 **Compensation-**

The Developer/Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over possession of the Unit to the Allottee and Common areas and the common purposes to the Association of Allottees.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the



Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment with interest at the rate specified in the Rules within forty five days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within forty five days of its becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

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

- (i) The Developer has absolute, clear and marketable title with respect to the said Project Property; the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project. On the basis of the title assurances by the Land Owners and/or their Advocates and after referring to the papers and documents supplied by them the Developer shall ensure the Owner's title;
- (ii) The Developer 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 Project Property or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land at present, Project or the Apartment, ;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Project Property and Apartment, are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Property, Building and Apartment, and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Project Property including the Project and the said Apartment, which will, in any manner encumber the rights of Allottee under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment, to the Allottee in the manner contemplated in this Agreement ;
- (ix) Before or at the time of execution of the conveyance deed the Developer shall hand over lawful, vacant, peaceful, physical possession of the Apartment, to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion /Partial completion certificate has been issued and possession of Apartment,;

Provided that immediately on possession and/or from the 15<sup>th</sup> day from the Notice of Possession(Deemed Possession) the Allottee shall become liable to pay the rates, taxes and charges. The Allottee shall start payment of the Maintenance charges three months from the date of Notice of Possession.

- (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 Developer in respect of the said Land and/or the Project.

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

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

- i Developer fails to provide ready to move possession of the Apartment, to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authorities. For the purpose of this clause, ready to move in possession' shall mean that the Apartment, shall be in a habitable condition which is complete in all respects including the provision of all specifications as agreed to between the parties and for which Completion /Partial Completion Certificate has been issued by the Competent Authority.
- ii Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In the above context, the term "Complete in all respects" shall mean that the Unit will be deemed to be complete upon grant of CC/Partial CC and/or Architect's certificate notwithstanding the fact there may be minor deficiencies resulting from structural defect or workmanship since construction is man made and not machine made and there may be minor defects which will keep coming and the same will remain the responsibility of the Developer to rectify upto 5 Years without further charge as provided in Clause 12 hereunder.

9.2 In case of default by Developer under the conditions listed above, Allottee is entitled to the following:

- i Stop making further payments to Developer as demanded by the Developer by the Developer. If the Allottee stops making payments, the Developers shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any

interest; or

- ii The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, , alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part as more fully mentioned in para/clause 7 of this Agreement;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 days of its becoming due.

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

- 9.3 The Allottee shall pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment, is situated. 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 more than 15 days from scheduled date and demands made by the Developer as per the payment plan as per **Schedule - C**, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified herein.
- ii In case of Default by Allottee in payment of either the instalment or the interest or both under the condition listed above continues for a period beyond two consecutive months after the notice from the Developer in this regard and/or refusal or failure to register the Agreement, the Developer shall cancel the allotment of the Apartment, in favour of the Allottee and refund the amount of money paid to him by the allottee by deducting the entire booking amount of 10% of total consideration and interest liabilities and the applicable GST payable on such Cancellation charges and this Agreement shall thereupon stand terminated .

Provided that the Developer shall intimate the Allottee about such termination at least 30 days prior to such termination

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

The Developer on receipt of complete amount of the price of the Apartment, as

per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Developer's Advocate and convey the title of the Apartment, together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy/Completion /Partial Completion certificate.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 months from the date of issue of Partial/occupancy certificate . However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/ her favour till full and final payment of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

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

The Developer shall be responsible to provide and maintain essential services in the Project for three months from the date of Notice of possession or till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the entire project whichever is earlier. The Allottee shall commence payment of Maintenance Charges to the Developer from the date of Partial Completion Certificate of the Building and shall continue to pay till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period, due to no fault of the Developer; the Developer shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Developer or facility management company, the charges for such maintenance as fixed by the Developer at actuals. Once the Association is formed and the said project is handed over to the Association the Allottee shall start payment of Maintenance Charges to the Association.

#### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions (of the Allottee or any person appointed by him or acting under him or under his instructions such as

change in wiring, plumbing, fitting, cutting, chiseling, making hole, minor defects as per tolerance level (The table of Tolerance level is appended in Part II of SCHEDULE – D) allowed as per IS code will be acceptable to the Allottee. If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Developer, will also be acceptable to the Allottee.

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

- i. The Allottee hereby agrees to purchase the Apartment, on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the Developer/maintenance agency or the association of allottees from time to time.
- ii. The Common areas can be used for jogging, playing, visitor's parking (on wide road and in house road for drop off /temporary parking) as may be decided by the maintenance in charge /developer/association.
- iii. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, (II) Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (Save and except the parking space, terraces specifically allotted to the Allottee (IV) the elevation and the exterior of the Block (V) Storage areas (VI) Gardens attached to a Apartment, (IX) Basement not meant for Common Use (VII) Any Community or Commercial/ other facility which is not meant for common use (VIII) Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour within the Project or the Entire Housing Complex (IX) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the **reserved rights**, specifically mentioned in the Schedule- **G** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Developer shall be entitled to among others to the following rights and interest in respect thereof:
- iv. To make construction, addition or alteration in any part of the said Housing Project/Complex in accordance with law and to use and connect all common installations facilities and utilities at said Housing Project/Complex for and to all such construction, addition or alteration.

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

The Developer/ Maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas, garages/ closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the Apartment, 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 area, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans or requirement of the Project. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces or specifically sanctioned and allotted for that sanctioned purpose to any Allottee, and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

## 16. COMPLIANCE WITH RESPECT TO THE APARTMENT, :

- 16.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment, at his/ her own cost, in good repair and condition including periodic painting of the exterior on all sides. It shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized and shall not cause any change to the colour, design of the elevation & **exterior**.
- 16.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign board/ name-plate, neon light, publicity material or advertisement material etc on the face/ façade of the Building or anywhere on the exterior of the project, building therein or common areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors/windows or carry out any change in the Lobby/exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment, or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment, .
- 16.3 It is agreed recorded that the Developer shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room and in other Common areas/walls and exteriors.
- 16.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer. The Allottee shall be responsible for

any loss or damage arising out of breach of any aforesaid conditions.

Periodic test of Electrical installations including wiring by Chartered Engineer shall be carried out at interval of every 2 years after possession and at the time of possession by the Maintenance In Charge/Association for ensuring safety and this is very much mandatory keeping the safety of the Complex as a whole in mind.

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

The Parties are entering into this agreement for the allotment of an Apartment, with the knowledge of all laws, rules, regulations, notifications applicable to the project in particular. That the Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Apartment, , all the requirements, requisitions, demands and repairs which are required by any competent authority/as per Association of allottees in respect of the Apartment, at his/ her own cost.

Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building, Project or Common Areas or any part thereof.

**18. ADDITIONAL CONSTRUCTIONS**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, lay- out plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act save and except vertical increase in the Floor as agreed.

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

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

**20. WEST BENGAL APARTMENT OWNERSHIP ACT**

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment, Ownership Act 1972. The Developer showing compliance of various laws/regulations as applicable in the said Act .

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration for the same before the concerned Sub-Registrar as and when intimated by the Developer. If the

Allotte(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said agreement and appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of the 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.

## **22. ENTIRE AGREEMENT**

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the said Apartment /Building, as the case may be.

## **22 RIGHT TO AMEND**

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

## **23 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ 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 Allotees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment, for all intents and purpose.

## **24 WAIVER NOT A LIMITATION TO ENFORCE**

24.1 The Developer may, at its sole option and discretions, 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 Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Developer 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 provisions.

## **25 SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed



amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made hereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

## 27 **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.

## 28 **PLACE OF EXECUTION**

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

## 29 **NOTICES**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post / under Certificate of Posting/ standard mail or courier at their respective addresses specified below.

### (i) For Allottee

\_\_\_\_\_

### (i) For Developer

Mr. Tapendra Nath Banerjee (Mobile ) \_\_\_\_\_ (Email) \_\_\_\_\_, P.S Sinthi, Kolkata – 700\_\_\_\_.

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

Any correspondence from the Allottee shall carry the Unit/Apartment No and customer name in the subject line. Any correspondence not mentioning the Unit/Apartment No and customer name shall be deemed to be non-est / null and void.

### 30 **JOINT ALLOTTEES**

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

### 31 **SAVINGS**

Any Expression of Interest, the Booking letter, agreement or any other document signed by the Allottee in respect of the Apartment /Building prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder. All previous understandings save and except the Allotment/ Booking letter shall stand cancelled.

### 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 dispute arising out or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties including those relating to common purposes of the Complex, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

**[Please insert any other terms and conditions as per the contractual understanding between the parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder]**

34. Disclaimer: That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

### 35. **DEFINITIONS**

In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- 1) **“Act”** means the the Real Estate (Regulation and Development) Act, 2016.
- 2) **“Allottee/Buyer/Purchaser/Owner”** means the person to whom an Apartment in the Said Project particularly or in the Project generally, as the case may be, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent and also includes the Allottee herein. The term ‘Allottee’ shall mean and include:
  - (a) If he/she be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
  - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
  - (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
  - (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
  - (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
  - (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.
- 3) **“Apartment”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Building of the Said Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in any such Building or the Project Land, used or intended to be used for any residential cum commercial purpose.
- 4) **“Association”** shall mean an association of all the allottees of the Project (including the Developer for such apartments in the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 5) **“Building”** shall mean the One Ground Plus Ten (G + X) building on the Project Property, the Developer has already the sanctioned the building plan comprising of Ground plus Ten floors on Project Property and shall also include such open or

covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Project Land from time to time.

- 6) **“Built-Up Area”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein. Provided That if any wall, column or pillar be common between two apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such apartment.
- 7) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 8) **“Common Expenses and Charges”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Project Common Areas and Project Common Amenities and Facilities and also the Project Property, and also the expenses for Common Purposes of the Allottees the Project and shall be payable proportionately by the Allottee periodically as part of maintenance charge.
- 9) **“Common Purposes”** shall include the purposes of managing and maintaining the Project, the Buildings and in particular the Project Common Areas and Project Common Amenities and Facilities, rendition of services in common to the allottees of the Said Project, collection and disbursement of the Common Expenses and Charges and dealing with the matters of common interest of the allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartment exclusively and the Project Common Areas and Project Common Amenities and Facilities in common.
- 10) **“Car Parking Spaces”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a parking space, excluding such open car parking spaces which are part of the Project Common Areas and Project Common Amenities and Facilities and are set aside for visitor car parking spaces.
- 11) **“Project Common Areas/Portions”** shall mean such common areas and installations including but not limited to all passages, pathways, entrances, main entrances, gates, gardens & parks, sewerage (if any), and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, amenities, that may be built or installed by the Promoter on the Project Property from time to time for the use and enjoyment thereof by all the allottees of the Said Project in common with the other allottees of the Said Project more particularly mentioned in the **Schedule-E** hereto.  
  
**“Exclusive Common Areas/Portions”** shall mean such common areas for construction of Multi Level Mechanical Car Parking in the open spaces of the Project, as sanctioned by the Authority.
- 12) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project, may bear to the total Carpet Area of each of the Apartment in the Project.

- 13) **“Proportionate Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the Project Land and the Project Common Areas in the Project, that is attributable to such apartment at any point of time.
- 14) **“Regulations”** means the regulations made by the The West Bengal Real Estate Regulatory Authority (WBREERA) under the Real Estate (Regulation and Development) Act, 2016;
- 15) **“Rules”** means The West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- 16) **“Said Apartment and appurtenance”** as more particularly mentioned and described in the **Schedule-B** together with the right to use the proportionate undivided share in the Project Common Areas together with the right of common use and enjoyment of the Project Common Amenities and Facilities together with Car Parking Space including additional car parking if any particularly mentioned and described in the **Schedule-B** hereunder written.
- 17) **“Sanctioned Plans”** shall mean the plan sanctioned by the Kolkata Municipal Corporation (K.M.C.) vide Building Permit No. - 2025010056 dated 4<sup>th</sup> September, 2025, subsequently revised vide Building Sanction if any, for construction of the Building on the Project Land, and shall deem to mean and include any modifications and/or amendments thereto, including but not limited to extensions thereof and shall also include any other plan or plans sanctioned by any other department or departments authorized to do so.
- 18) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 19) **“Singular”** number shall include the **“Plural”** and vice versa
- 20) The term or expression **'Party'** according to the context refers to the Promoter, Land Owners or the Allottee and the term or expression **'Parties'** refers to the Promoter, the Land Owners and the Allottee collectively. Reference to a **gender** includes a reference to all other genders.

## **B. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

The Allottee hereby represent and warrants to the Developer and the Owner as follows:

- (i) The execution and delivery of this Agreement and the performance of his/her /its obligations hereunder shall not (i) conflict with or result in a breach of the terms of any other contract or commitment to which he/she/it is a party or by which he/she/it is bound;(ii) violate its memorandum of Association, articles of Association or bye laws or any other equivalent organizational document (if applicable) (iii) conflict with or require any consent or approval under any judgment , order, writ, decree, permit or license to which he/she/it is bound or (iv) require the consent or approval of any other party to any contract, instrument or commitment to which he/she/it is a party or by which he/she/it is bound.
- (ii) There are no actions, suits or proceedings existing, pending or to his/its knowledge, threatened against or affecting him /her/it before any court, arbitrator or

governmental authority or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect his/her/its ability to perform his/her/its obligations hereunder with his/her/its obligations under or in connection with this Agreement.

- (iii) That he/she/it enters into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement and agrees that the obligations under this Agreement are valid and legal and binding on him/her/it in accordance with the terms hereof.
- (iv) His/her/its entry into this Agreement, and the exercise of his/her/its rights and performance of the compliance with his/her/its obligations under or in connection with this Agreement or any other documents entered into under or in connection with this Agreement , will constitute private and commercial acts done and performed for private and commercial purposes.
- (v) The Allottee has the financial and other resources, to meet and comply with all his /her/its obligations under this Agreement, punctually and in a timely manner and that the Allottee, has not used and shall not use 'proceeds of crime' as defined in prevention of Money Laundering Act,2002, for making any payments hereunder.
- (vi) The Allottee shall observe, perform and fulfil the covenants, stipulations , restrictions and obligations required to be performed by the Allottee hereunder. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas.
- (vii) The Allottee agrees and confirms that the Developer may fix an amount as 'liquidated damages' which the Allottee will be liable to pay if he causes any damage to the construction by committing breaches of the Agreement and such determination of Liquidated damages is a genuine /pre-estimate of the loss or damage that is likely to be suffered by the Developer. The liquidated damages is also arrived at having regard to the cost of construction , the cost of funds, raised by the Developer , the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- (viii) Save and except the information /disclosure contained herein the Allottee confirms and undertakes not to make any claim against Developer or seek cancellation of the Apartment/Unit or refund of the money paid by the Allottee by reason of anything contained in other information /disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.
- (ix) The Allottee agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment and/or Car Parking space by concerned Authorities due to non payment by the Allottee of any taxes /outgoings etc payable to the concerned Authorities.
- (x) The Allottee accepts the architect's certification of Covered space, common architecture + furniture layout + toilet layout and will not raise any issue as such.
- (xi) Allottee is satisfied with flat layout, toilet, Kitchen and other lay-out and will not complain regarding design etc.
- (xii) Drainage drawing and other plans prepared by Consultants are acceptable to Allottee and Allottee will not raise any issues regarding the same.

- (xiii) The Allottee has perused himself/herself/itself about all the rules, regulations and restrictions governing the Complex and its common purposes and undertakes and declares that he/she/it is acquiring this Flat/Unit based on the various covenants, rules, regulations and restrictions contained in this Agreement.
- (xiv) The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act 1961.
- (xv) In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, subject however the Developer being assured of all amounts being receivable for sale and transfer of the Apartment and until all amounts payable hereunder have not been paid , the Developer shall have a lien on the Unit to which the Allottee has no objection and hereby waives his right to raise any objection in that regard, and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- (xvi) The Allottee hereby expressly agrees that so long as the Loan and the total consideration remain unpaid /outstanding, the Purchaser subject to the terms hereof , shall not sell, transfer, let out and /or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Developer and/or the relevant banks/financial Institutions which have advanced the loan. The Developer shall not be liable for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee to inform the Association about the lien/charge of such banks/financial institution and the Developer shall not be responsible for the same in any manner whatsoever.
- (xvii) Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Developer and the Developer shall have the first charge on the said Unit and/or the Premises for the un-paid/outstanding amount including interest thereon.
- (xviii) The Allottee indemnifies and hereby agrees to keep indemnified the Developer and its successors and assigns from and against all claims costs charges expenses damages and losses which the Developer and its successors and assigns may suffer or incur by reason of any action that any Bank /financial institution may initiate on account of the Loan or for the recovery of loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the Loan.

It is clarified that the Allottee accords his/her/its irrevocable consent to the

Developer to appropriate any payment made by him/her/it, notwithstanding any communication to the contrary, in the following manner:

- (a) Firstly towards any cheque bouncing charge in case of dishonor of cheque which was earlier issued by the Allottee Rs.2,000/- (two thousand) for each case;
- (b) Secondly towards interest due on the date of payment;
- (c) Thirdly towards cost and expenses for enforcement of this Agreement and recovery of total consideration, dues and taxes payable in respect of the Unit or any other administrative or legal expenses incurred by the Developer on account of delay in payment by the Allottee and consequential actions required that were required to be taken by the Developer; and
- (d) Fourthly towards outstanding dues including total consideration in respect of the Unit or under this Agreement. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to the order of appropriation of the payments shall be acceptable to the Developer.
- (e) In addition to the Interest, in case of every instance of delayed payment either party shall be entitled to recover from the other party who is responsible for the delayed payment, all costs associated with the administrative actions related to follow-up and recovery of such delayed payment, which are estimated to be \_\_\_\_\_% of the amount of the delayed payment subject to a minimum of Rs. \_\_\_\_\_/- per instance of delayed payment.
- (f) If the Developer at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Developer will have the right to return the money with interest at the prescribed rate which at present is prime lending rate of the State Bank of India plus two per cent p.a. It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'. In those areas where neither a CC nor a OC is issued in such areas the Completion Certificate issued by the Architect shall be deemed to signify 'Completion'.
- (g) 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 stage-wise construction by the Developer as provided in Schedule C ("Payment Plan").
- (h) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Developer of all the amounts including the dishonour charges of Rs. 2,000/- (Rupees Two Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7



(seven) days then the Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Developer has no obligation to return the original dishonoured cheque.

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

**The Developer hereby declared and confirmed that:**

- (a) The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is more and Developer has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned /to be mentioned or amended in the Development Control Regulation, which are applicable to the said Project. The Developer has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said Apartment, based on the proposed construction and sale of Apartment, to be carried out by the Developer by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Developer only. If any FAR remains unutilized in the earlier phases, the Developer will be at liberty to consume the same either in the present phase or in later phases at its discretion.
- (b) Subject to the terms that the Developer 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 Act and shall not have an option to make any major variation / alteration / modification in this phase except rise in the floors , .that too if possible before giving possession to the Allottee and also within Scheduled time of delivery.
- (c) The Developer has agreements with all the contractors and suppliers for five years warranty /Guarantee for defects and Allottee(s) will be required to get the services from them directly for any structural or other defect . The contact details of all of them will be given to the Allottee at the time of possession. Their details will also be available with the Facility Management team/Federation can get the job done through Facility Management /Association also. In case the above efforts fail the Allottee can get in touch with the Developer for rectifying the defect.
- (d) The Developer has applied for and obtained various approvals for the development of the buildings. The key approvals are set out hereunder from the concerned authorities for commencement of construction as more fully described below.

a. Fire NOC has been accorded by the DG, West Bengal Fire & Emergency Services vide No.\_\_\_\_\_ dated \_\_\_\_\_.

b. The Airport Authority of India has also granted NOC for height clearance for the Project vide NoC id. \_\_\_\_\_ dated \_\_\_\_\_ .

c. This Project has not been fall under the purview of Environmental Clearance, hence the Developer has not applied for the same .

Besides the above, the Developer shall obtain the balance approvals from various Authorities from time to time so as to obtain the Completion/Partial Completion Certificate of the said building(s).

- (e) The parties agree that while the Developer may make amendments in the plans or layout of the building and the Project as required for the execution of the Project or as may be directed by the Competent Authorities. This may include any change wherein the Developer may, if permitted by the relevant Authorities transferring the construction permissible on the property to any other property or transferring to the property the construction permissible on the other property at any time prior to the conveyance of the Property to the Association . The Allottee gives his/her/its consent for such change provided such change shall not result in change in location of the Unit (with respect to its direction on a given floor) flowering of the Unit (with respect to its height above ground) or reduction in the carpet area in case a change is proposed which **majorly** impacts any of the aforesaid factors separate written consent shall be obtained from the Allottee.
- (f) The Developer has opened a separate Account with Union Bank Of India, Southe Sinthee branch Kolkata – 700020 for the purpose of the Project.
- (g) Taking into account any extra FAR sanction if any becoming available on account of Green Building/Metro/any other sanctionable provision including any unused FSI, the Allottee agrees that the Owner and the Developer is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned sanctioning authorities. However the Developer can use the FAR only if in this project/phase, lay-out is not materially affected which means that Developer can only raise further stories on the Building Blocks to achieve the additional FAR and no changes in lay-out will be permitted in this project/phase but can change the lay-out vertically and horizontally both in other phases/projects of the Housing Complex.
- (h) Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the staircases, lifts ,entrances , sewerages, drains and others.
- (i) The Allottee acknowledges that in the event of such changes being undertaken , the Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share (**user right**) in the common parts and portions.
- (j) The Developer has annexed herewith the authenticated Layout Plan for the construction of Buildings and Common Areas of the project as per Annex – A and so far as the Allottee's Apartment, is concerned undertakes to ultimately abide by the Unit Lay

Out Plans as approved by the Sanctioning Authorities/ Local Municipal Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the Authorities. The authenticated copy of Plan of the Apartment, agreed to be purchased by the Allottee is annexed hereto and marked Annex-B

**Rights and responsibilities of the Allottees:**

- i The right of the Allottee shall remain restricted to the respective Apartment, and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment, or space and/or any other portions of the Project or Complex.
- ii That the allottee's right at all the times shall be limited to the Apartment and the Association's right at all times shall be limited to the Common Area, and the Allottee and the Association shall neither have nor claim any manner of right, title and/or interest over or in respect of any other part or portion of any other areas, i.e. areas and facilities falling outside the Project, save and except the right to use and enjoy the Project/ Complex Facilities that are made available by the Developer at its sole and absolute discretion for the common use of the Co- Buyers of the Complex;
- iii That the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "Outgoings") related to the Apartment on and from the Possession Date. However, so long as the Apartment is separately assessed for the municipal taxes, rates, levies, surcharge, and other outgoings, the Allottee shall be liable to and will pay his/her / its proportionate outgoings attributable to the Apartment to the Developer , Association; as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas and the Specified Township Facilities on the basis of bills to be raised by the Developer, Association, or the Property Management agency, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- iv The Allottee shall Co-operate with the other Co-Buyers and/or Co- Occupiers of the Project, Residential Project, the Developer, the Association, or the as the case may be, in the management and maintenance of the Apartment, the Building, the Developer, the Residential Project and the Township and shall abide by the directions and decisions the Developer, the Association as the case may be, as may be made from time to time in the best interest of the Apartment, the Building, the Project;
- v That the Allottee shall pay to the Developer, the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building, the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment or people acting on their behalf;
- vi That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;

- vii The Developer has provided to the Allottee a time schedule for construction progress based on the milestones on which payment is due. The dates provided are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule upto completion of the Project including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works but the Developer knows there will definitely be delays in the timelines provided and in some cases it can finish early also but the Developer assures the Allottee that the Project will be completed within the 'Completion date' provided herein/in Clause 7.1 (i) above and accordingly tentative dates are mentioned in the payment plan.

**Possession for Fit-Out:** In case the Allottee seeks permission for carrying out Fit-Out within his Apartment, he will be permitted to do so only upon receiving the Completion Certificate(or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Developer in a designated Account till registration. During this time the Allottee will not be entitled to use the Apartment, till Occupation /Completion Certificate is received and Deed of Conveyance is executed. The Allottee will have to abide by the Fit-Out rules as provided in Schedule-L hereunder.

#### **DEEMED POSSESSION:**

- (a) It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment, within the date such possession is offered by the Developer, the Allottee shall be deemed to have taken possession on the 15<sup>th</sup> day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, , will be deemed to be the deemed possession date ("Possession Date").

On and from the Possession Date:

- The Apartment, shall be at the sole risk and cost of the Allottee and the Developer shall have no liability or concern thereof;
- The Allottee shall pay to the Developer , the Association or the Facility Manager as the case may be within 15(fifteen) days of the demand by the Developer, Security Deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Unit or the Building.
- The Allottee shall become compulsorily liable to pay the Maintenance Charges including GST, if applicable in respect of the Apartment and the Common Areas on and from 3 months from the deemed Possession Date regardless of whether the Allottee uses some of the facilities or not/taken physical possession or not .;
- The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever regardless of whether the Purchaser uses some of the facilities or not and in the event of any default the Allottee shall be liable to pay interest at the prescribed rate which at present is the Prime lending rate of SBI plus 2 % p.a. on the due amount and if such default shall continue for a period of two months then

and in that event the Allottees shall not be entitled to avail of any of the facilities amenities and utilities provided in the Said Complex and the Developer/Association as the case may be , shall be entitled to take the following measures and the Allottee hereby consents to the same:

- to be restricted from the supply of garbage bags and collection of the same.
  - to be restricted from availing power back-up facility;
  - to be restricted from availing electro mechanical services i.e Electrician , Plumber, Intercom Services;
  - to be prevented from giving his Flat on Leave & License or Tenancy;
  - to be prevented from Booking of Community Hall if provided by the Developer;
  - to be restricted from being a Committee member;
  - to be subjected to restrictions on entry to servants.
  - to be prevented from usage of the lift and to be prevented from the usage of the common facilities and amenities by the Allottee and also all persons claiming through him or her.
- (b) If the arrears on this account exceeds a sum of Rs. 50,000/- in such event the Developer/Association as the case may be, shall have the right to take appropriate steps for putting up the Apartment, Unit on Sale and realize the arrears from the Sale Proceeds. Further, if Maintenance Charges of the Allottee remains outstanding any complaint made by the Allottee shall not be attended to by the Developer
- (c) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and exclusively by the Allottee with effect from the Deemed Possession Date. Be it mentioned that the Incidental Charges , Extras and Deposits as per the terms of sale and provided in this Agreement are mutually fixed and non- negotiable and Allottees will not raise any issues in future in this regard and the Developers and the Allottee agree not to dispute the same.
- (d) The Allottee shall become liable to pay interest on defaults and guarding charges on and from Deemed possession. The Developer's time line for defect liability shall be counted from deemed Possession. Allottee is also liable to pay all other expenses necessary and incidental to the management and maintenance of the Project.

**Schedule for possession of the Common Amenities:** The Developer herein is developing the said project land which consists of G+X common amenities like landscape garden, Mandir etc if any, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the phases on the said land . The Developer assures to hand over possession of the said common amenities progressively on completion entire building/Project. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment, on the ground of non completion of aforesaid common amenities if the said Apartment, has received the Completion Certificate/ Partial Completion Certificate and the non- completion of the aforesaid common amenities does not affect his use or occupation of his Unit and he can reside in the Said Unit. However if the Developer is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the work, it shall be deemed to have been done as and against the Developer and the Allottee shall be liable to indemnify the Developer for any losses which the

Developer may suffer for such acts of the Allottee. From the date of Notice of Possession the Allottee shall become liable to pay Property tax and/or after 15 days of the notice of possession of the Apartment, the Allottee shall be liable to bear and pay the proportionate share (i.e in proportion to the carpet area/Built-up area of the Apartment, ) of common expenses and outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned authority and/or Government water charges, and after 90 days to start payment of Maintenance charges including insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project /entire complex land and buildings. The amounts so paid and/or Deposits made on this account to the Developer shall not carry any interest and such Deposit shall remain with the Developer and the same shall be handed over to the Association on completion of the entire Complex after deducting Maintenance Charges incurred by the Developer in that account and also showing the outstanding dues of the residents.

Within 18 months from the date of CC/occupation certificate in respect of the entire complex, the Developer shall execute a Deed of Conveyance in favour of the Association in respect of the structure of the Buildings along with the FSI consumed in the Buildings subject to the right of the Developer (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the allottee; and (ii) to consume the entire balance FSI, and any additional future increase in FSI additional FSI dues to change in law or policies of any Authority on the Common area; and (iii) to use all internal roads and all the facilities, amenities and services for such future (and / or) ongoing development or otherwise.

The Allottee must not fail to take actual physical possession of the Apartment, within a period of not more than 15 days from the date of Notice of possession failing which the Allottee shall become liable to pay the Guarding Charges and all other losses suffered on this Account. The Allottee shall be liable to bear and pay and/or contribute proportionately of the outgoings in respect of the Project land and Building/s namely all Municipal rates, taxes and 90 days from completion /CC all other Common charges such as water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other common expenses necessary and incidental to the management and maintenance of the project land and building/s for the Apartment, 3 months from the date of Notice of possession Physical possession of the Apartment, shall be withheld if all dues are not cleared by the Allottee. Be it noted that all the liabilities of paying Guarding Charges, Maintenance, Taxes and other charges will commence from the Notice of Possession and the Allottee cannot avoid payment of the same on the ground that physical possession was not taken under any circumstances.

It is hereby agreed by the Parties that upon receipt of CC/ Partial CC for the said Apartment/Unit , the Allottee shall not be entitled to terminate this Agreement Further if the Allottee fails or neglects to take possession of the Apartment/Unit within the aforementioned time then the Developer shall also be entitled alongwith other rights under this Agreement to cancel the allotment and forfeit 10% of the consideration alongwith interest on default in payment of instalments (if any) , applicable taxes and any other administrative charges /amounts, Stamp Duty and registration charges on

Deed of Cancellation and any subvention cost (if the Allottee has opted for subvention plan) .

**The Developer shall have the right to terminate this Agreement only in the following circumstances:**

- (a) **Non-payment** : If Allottee is in default of any of his/her/its obligations under this Agreement including(not limited to) making payment of all due amounts as per Schedule of Payments in the manner prescribed in this Agreement and upon such failure the Developer may issue Notice of Termination .
- (b) **Attempt to Defame**: The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the Developer or its representatives and in such cases the Developer shall without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Notice of Termination.
- (c) Upon cancellation or termination of this Agreement in accordance with the terms hereof, on and from the date of refund to the Allottee after deducting maintenance dues, taxes, brokerage etc. this Agreement shall stand cancelled /terminated automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Unit or the Project land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof , in any manner whatsoever. The effect of such cancellation shall be binding and conclusive on the Parties.
- (d) Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever, the Parties hereto shall execute and register a deed of cancellation for the same before the concerned Sub-Registrar , as and when intimated by the Developer, at the Allottee's cost and expenses. In the event the Allottee fails or refuses to execute and/or register such deed of cancellation within a period of 30 days for any reason whatsoever, the Allottee shall further be liable to pay to the Developer an additional amount equivalent to 10% of the total price as damages. In such event the Allottee hereby agrees that the Developer shall have the right to forfeit an additional amount equivalent to such damages, prior to making refund /return to the Allottee under this Agreement. The Allottee hereby agrees to do all such acts or execute all such other documents, including but not limited to , executing and registering powers of attorney in favor of the Developer or its nominee in such form or in such manner as the Developer may specify, at the cost and expense of the Allottee.
- (e) The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment, without the consent in writing of the Developer, provided however after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment, for which no further consent of the Developer shall be

required. All the provisions contained herein and the obligations arising hereunder shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment, for all intents and purposes.

**NOMINATION;** If prior to execution of the conveyance, the Allottee(s) nominates his/their booked an Apartment, unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so after first notifying the Developer about his intention and disclose the proposed transferees details and obtain the permission of the Developer after payment of 2% of the Nomination Price or the govt assess market value whichever is higher of the Flat. However the first 12(twelve) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party. Upon nomination, the Transferee will be compulsorily required to register the Agreement for sale /nomination agreement. In furtherance to the legal charges mentioned herein above the Allottee/the New Allottee shall pay an additional legal charges of Rs. 8,000/- (eight thousand) for such nomination agreement.

Provided that if the nomination takes place after the registration of the Agreement for Sale by the first Allottee(i.e Transferor), nomination shall be permitted simultaneous with the execution and registration of the Cancellation/Nomination Agreement and all charges and expenses relating to which shall be borne by the Allottee.

In case of nomination, the property taxes leviable by the municipal authorities with regard to the Unit from the date of CC / Partial CC shall be paid by the Transferee only.

Further, it is provided that the Maintenance Charges till the date of nomination shall be payable by the Transferor and thereafter by the Transferee only. If any Maintenance charges or any other charges which was payable by the Transferor remains pending/outstanding same shall be paid by the Transferee only.

The Allottee shall pay a sum calculated @ 2% of the Nomination Price or the Govt assess market value whichever is higher, plus applicable taxes, as and by way of nomination fees to the Developer. The Allottee(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said Unit, without taking 'No Dues Certificate' from Developer and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

### **ADDITIONS OR REPLACEMENTS**

- (A) As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment, acquirers in the project on pro-rata basis as specified by the Developer and upon completion the association and handing over to Association, shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.
- (B) The Municipal tax cess and charges, Lease Rent from date of CC/ Partial CC shall become payable by the Allottee immediately on possession or deemed possession.
- (C) From the end of 3 (three) months from the notice of possession the Allottee shall be liable



and pay regularly and punctually the proportionate share of maintenance charges;

- (D) Till such time Units are separately assessed, Property Tax as determined from time to time, based on estimate shall be borne and paid by the Allottee. The said amount shall be paid by the Purchaser within 7(seven) days from demand based on the estimate provided by the Developer.

The Allottee undertakes to make payment of the estimated Property Tax simultaneously with the CAM Charges becoming payable as per the terms stated herein.

In the event of any shortfall between the amount deposited by the Allottee and the actual amount (shortfall amount) the Developer/Facility Manager shall inform the Allottee and the Allottee shall be liable to pay the same within 7(seven) days of receipt of intimation from the Developer/Facility Manager failing which the Allottee shall be liable to pay interest as levied by the local Authorities together with late payment charges alongwith such part of the shortfall amount remaining unpaid. The Developer shall not be responsible for such penalty/delay/action on account of shortfall amount and the same shall be entirely on account of Allottees.

- (i) In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Association at the time of handover of the common purposes to the Association.
- (ii) If Property Tax demand comes directly in the name of the Allottee, the amount paid by the Allottee shall be refunded to the Allottee within 15(fifteen) days of the Developer being informed by the Allottee that such demand has been raised.
- (iii) In the event Association is formed but there is /are unsold units that are not sold by the Developer, in that event till such time those units are sold the Property tax for these unsold units shall be payable by the Developer as charged by the Competent Authority .
- (iv) The Allottee shall not withhold payment of the same on any account whatsoever.
- (v) In the event of any default in payment of the Maintenance Charges the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a on amounts outstanding and if such default shall continue for a period of two months the Developer or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented:
  - (a) to the discontinuance of services;
  - (b) to be restricted from supply of garbage bags and collection of the same.
  - (c) to be restricted from Power back-up facility;
  - (d) to be restricted from Electro mechanical services  
i.e Electrician , Plumber, Intercom Services;
  - (e) to be prevented from giving his Flat Leave & License or Tenancy;
  - (f) to be prevented from Booking of Community Hall if provided by the

Developer;

- (g) to be restricted from being a Committee member;
- (h) to be subjected to Restrictions on entry to servants.
- (i) to be prevented from usage of the lift and prevent usage of the common facilities and amenities and/or by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
- (j) The Allottee will not be permitted to use any of the facilities and/or utilities in the Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.
- (k) Developer or the Association shall become entitled to all rents accruing from such Apartment, if the Apartment, has been let out and/or is under tenancy and/or lease.
- (l) The Allottee shall not sell, transfer, alienate, assign, and/or encumber nor create any interest of third party nor part with possession of the Apartment, or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
- (m) Any sale/transfer of the Unit after this time shall require written approval from the Association and till such time that Association is formed, the Developer ) and payment of administrative charges as communicated by the Developer or Association (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines by laws and/or objectives of the Organization Any document for sale/transfer/lease etc. which is entered into by the Allottee(s) with any prospective buyer, without obtaining written approval of the Organization (and till such time that the Association is formed, the Developer), shall not be valid and not binding on the Organisation and/or the Company, as the case may be.
- (vi) In the event of sale and transfer of the Apartment, the Developer or the Association as the case may be, will have first charge and/or lien over the sale proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon. Entry to new Unit will be withheld if the realizations continue to remain in arrears. During subsistence of arrears transfer or assignment of the Unit will also be restricted and will be treated as illegal and void transfer.

**The Developer has the right:**

- a) To grant the right or facility of multi-level mechanical car parking space at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing building in the Project, the Developer will be

entitled to make additional construction in any manner as per sanction either vertically on top of building or on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at the Project for and to all such construction, addition or alteration.

- c) To set or permit the setting up of roof top swimming pool , gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy, hold, grant, transfer or otherwise part with the same with or without any construction and in any manner.
- d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Developer shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Allottees shall be deemed to have given their consent to such construction by Developer
- e) To establish and grant any facilities thereat or there from to one or more occupants of the Building.
- f) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) .
- g) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers or any portion thereof in accordance with law.
- h) The Developer will have free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Project and/or Building.

The Allottee and all persons under him shall observe all the Rules , Regulations and Restrictions that be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units. A set of Rules, Regulations And Restrictions are listed in **Schedule - H** hereto which may be amended and/or changed by the Association/Developer any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs at the instance of Developer/Association or in a proper case by an aggrieved Apartment Owner. The allottee shall indemnify and keep indemnifying the Developer towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non performance of such obligations given specifically herein to the allottee.

**Name of the Project/Building:** Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Developer herein has decided to have the name of the project “**Avishikta Heights**” or as decided by the Developer who will also have the exclusive right to change the name. The Developer can affix Developer’s name board at suitable places as decided by the Developer herein on a building and at the entrances of the scheme. The Allottee(s) in the said project/ building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter Developer’s name board in any circumstances. This condition is essential condition of this agreement.

The internal security of the Apartment, shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the **Safety Rules And Maintenance Rules** as provided in the **Schedule-I** hereto subject to further additions and modifications from time to time.

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Developer to raise finance/loan from any institution / company / bank by any mode or manner by way of charge / mortgage / securitization of the Apartment, / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment, shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s).

**THE SCHEDULE –A (PART –I)**  
**ABOVE REFERRED TO SAID PROJECT PROPERTY**

ALL THAT piece and parcel land measuring about **20** (twenty) Cottahs more or less of the Premises No. 57C/3, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700002, Assessee No 110020106645, Ward No. 002, under the Kolkata Municipal Corporation, District 24-Parganas (North), which was also a part of the Eastern side of Premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700002, is butted and bounded as follows and the site plan of the Said Project Property is delineated in Red colour on the Plan annexed hereto and marked as Annexure “A”;

ON THE NORTH	:	30 feet wide K.M.C Road.
ON THE SOUTH	:	Premises no. 57/4, B.T.Road, Kolkata.
ON THE EAST	:	12 ft. wide Ganapati Sur Sarani.
ON THE WEST	:	Land of Gopeswar Dutta Free School of 57/C , B.T.Road, Kolkata.

**THE SCHEDULE –A (PART –II)**  
**ABOVE REFERRED TO**  
**(TITLE OF THE SAID PROJECT PROPERTY)**

WHEREAS one Gopeswar Dutt during his lifetime made and published his Last Will and Testament dated 24th June, 1909 in Bengali language and he bequeathed all his properties movable and

immovable to his wife namely, Smt. Jarat Kumari Dassi.

AND WHEREAS the said Gopeswar Dutt died on 27th June, 1909 leaving behind his wife namely, Smt. Jarat Kumari Dassi as his sole legal heir and representative and thereafter the said Jarat Kumari Dassi filed an application before the Hon'ble High Court at Calcutta for obtaining Probate and subsequently by the order dated 18th July, 1911 the Hon'ble Court granted the Probate in favour of said Smt. Jarat Kumari Dassi.

AND WHEREAS the said Smt. Jarat Kumari Dassi, a Hindu lady with a pious desire and intention by a Registered Deed of Trust executed by her on December 03, 1924 appointed five Trustees named therein and transferred and vested a portion of Premises No. 57, Barrackpore Trunk Road, Kolkata 700002 (subsequently numbered as 57B & C, B.T. Road, Kolkata) and the premises No. 7, Little Russel Street, Kolkata with the provisions that 1/3rd of the rents issues and profits of the said premises No. 7, Russel Street, Kolkata earmarked for the purpose of establishing a school and for affording facilities for imparting free education to the poor students in the neighbourhood of the South Sinthi, Cossipore and Baranagar area and named the school as "Gopeswar Dutt School" after the name of her deceased husband, Gopeswar Dutt and Trustees so appointed consented thereto and laid down the terms and conditions to be followed by the Trustees for the proper management and running of the school.

AND WHEREAS the said Deed of Trust was registered within the office of the Registrar of Calcutta and the said deed has been recorded in Book - 1, Volume No. 139, Pages from 280 to 286, being No. 5325 for the year 1924.

AND WHEREAS the said "Gopeswar Dutt School" was started at the said premises No. 57B & C, Barrackpore Trunk Road, Kolkata. The Headmaster, Teachers and other staffs were duly appointed by the Trustees. Students were admitted to the school in different classes according to merits, gradually number of students increased and at all material times there had been substantial number of students.

AND WHEREAS in accordance with the wish of the settlor the said school was affiliated to the then University of Calcutta upto matriculation and now upto Madhyamik level.

AND WHEREAS thereafter three of the Trustees of the said Trust died and out of two continuing Trustees, one Trustee tendered resignation and the other Trustee was unwilling to act. Thereupon Smt. Jarat Kumari Dassi, the Settlor filed a suit in the Hon'ble High Court at Calcutta being Suit No. 1788 of 1935 (Jarat Coomaree Dassi Vs. Sushil Chandra Chatterjee & Others) against the surviving Trustees under Section 92 of the Civil Procedure Code, 1908, inter alia, for appointment of new Trustees, alteration of the name of the school from "Gopeswar Dutt School" to "Gopeswar Dutt Free School", addition of further properties being moveable and immovable to the trust, such as landed property of Premises No. 57, Barrackpore Trunk Road, Kolkata 700002 framing of scheme for management and for other reliefs as mentioned in the plaint filed in the suit.

AND WHEREAS the said suit was decreed by the Hon'ble High Court at Calcutta by a judgement and order dated January 31, 1936 and a scheme of management of the said school was framed and official trustee was appointed as the sole trustee of the said Trust.

AND WHEREAS pursuant to the judgement and order dated January 31, 1936 an Indenture dated December 11, 1936 was made by Smt. Jarat Kumari Dassi, the settlor of the one part and the Official Trustee of Bengal of the other part wherein the settlor donated remaining portion of 57, B.T. Road Four Bighas of land included in the earlier Deed of Trust dated December 03, 1924 and also donated some Government Promissory Notes as stated therein.

AND WHEREAS the said Jarat Kumari Dassi executed another registered Deed of Trust dated 14th July, 1945 wherein she installed a deity by the name of Sree Sree Radha Raman Jew in her dwelling house being Premises No. 57A, Barrackpore Trunk Road and the Trust properties mentioned therein. AND WHEREAS the said Deed of Trust was registered with the office of the Sub-Registrar,

Cossipore, Dum Dum and the same has been recorded in Book No-I, Volume No-31, Pages 32 to 41 being No-1649 for the year 1945.

AND WHEREAS in the year 1974 some of the heirs of the Settlor instituted a suit in this Hon'ble Court against the Trustees being Suit No. 309 of 1974 (Prayag Chand Roy & Others - Vs. Birendra Narayan Roy & Others) claiming inter alia, for their appointment as Trustees of the said Trust in terms of the Will of the Settlor. In the said Suit No. 309 of 1974, Sri Pashupati Roy, made an application for appointment of a Receiver over the properties belonging to the said Trust. Meanwhile in or about 1974, some of the Teachers of the said school made an application before the Hon'ble High Court at Calcutta being Matter No. 177 of 1974 (Gopeswar Dutt Free School & Another Vs. Official Trustee of West Bengal & Others), inter alia, claiming arrears of salaries. After hearing the said application the Hon'ble Court by a judgment and order pleased to appoint a committee and gave directions for payment of teacher's salary. Mr. Gour Roy Choudhury, a member of the Bar was appointed as the Chairman of the New Committee. Sri Pashupati Roy and Kashi Nath Roy, since deceased were appointed as its members.

AND WHEREAS the aforesaid School namely Gopeswar Dutt Free School is running at premises No. 57B, B. T. Road and the adjacent School ground area more or less 3 Bighas of land along with structure situated at premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700 002.

AND WHEREAS the Said Premises 57C, Barrackpore Trunk Road, Kolkata-700002 is wrongly mutated in the name of Estate of Jarat Kumari Dassi Radha Kishore Madhab Kishore Madan Kishore Roy Trustees shebait to Sree Sree Radha Raman Jew with the Kolkata. Municipal Corporation being Assessee No. 110020100151 which was created during July 1945 and duly mutated against Premises No 57A B.T.Road (now renumbered as 57A/5, Barrackpore Trunk Road, Kolkata vide Assessee No 11-002-01-0311-5 in place of correct name as "GOPESWAR DUTT FREE SCHOOL" (PAN AABTG7573M) a Registered Charitable Trust, which was created during December 1936 which is much earlier than the Trust Deed of 1945 as referred to above and as such K.M.C. record required to be corrected beforehand for effecting Mutation/Separation in favour of proposed Purchasers following the guideline and direction of Honourable High Court and paying taxes by the trustees, hereinafter referred to as the "entire property" and morefully described in the Schedule written hereunder.

AND WHEREAS due to non-availability of funds the Managing Committee was unable to pay the salaries of the teaching and non-teaching staffs for quite some time. In such circumstances the Managing Committee filed an application being G.A. No. 647 of 2011 in ACR No. 2 of 2010 praying for orders, inter alia, for sale of a portion of vacant land situated at 57C, Barrackpore Trunk Road, Kolkata and discharge of the Official Trustee and the Chairman of the Managing Committee. After hearing the Hon'ble Court by an order dated November 02, 2011 was pleased to discharge the Official Trustee of West Bengal from acting as such Trustee of the said Trust and directed him to hand over the assets to Sri Pashupati Roy, a trustee and a member of the Managing Committee appointed by the Hon'ble Court. Gour Roy Chowdhury, the Chairman of the Managing Committee was also discharged by the same order of the Hon'ble Court.

AND WHEREAS Sri Pashupati Roy, the Continuing Trustee No.1 is desirous of appointing the New Trustees for the Constitution of a Board of Trustees of the said school as per the provisions laid down in the Deed of Trust dated December 03, 1924 as amended by the Deed of Trust dated December 11, 1936, for the purpose of administration and management of the said School.

AND WHEREAS due to paucity of funds, the Board of Trustees of the said trust had decided to sell two bighas of land of the East portion, out of Schedule property, of the premises No. 57C, Barrackpore Trunk Road, Kolkata. Accordingly the four Trustees Sri Paashupati Roy, Sri Chira Ranjan Addy, Sri Raj Sekhar Roy and Sri Abik Kumar Dutta jointly filed and application under section 7 of the Charitable and Religious Trust Act, 1920 praying, inter alia, to sell two bighas of land to the East portion of Premises No. 57C, Barrackpore Trunk Road, Kolkata along with other reliefs before the Hon'ble High Court at Calcutta which is registered being ACR No. 2 of 2014.

AND WHEREAS during pendency of the application the said Chira Ranjan Addy, one of the Trustees have died and Sri Suvodip Sen is inducted by virtue of a registered Deed of Appointment of a New Trustee dated April 09, 2021 by the continuing three trustees viz. Sri Pashupati Roy, Sri Raj Sekhar Roy and Sri Abhik Kumar Dutt.

AND WHEREAS as per the direction of the Hon'ble High Court, Calcutta, the Learned Advocate/receiver made an advertisement published in the daily newspapers namely, Bartaman and The Statesman dated July 21, 2022 inviting offer for sale of two bighas of land following prescribed guide line and procedure. After such advertisement the present purchasers alongwith another group of purchasers became willing to purchase the entire two bighas of land to the eastern portion of 57C, B.T.Road, Kolkata.

AND WHEREAS by an order dated May 15, 2023 finally the Hon'ble High Court at Calcutta has pleased to pass an order for sell of two bighas i.e. forty kathas of land from the Schedule property.

The present Land Owners namely (i) Sri Tapendra Nath Banerjee, Sri Arindam Banerjee and Sri Tirthankar Banerjee are directed to purchase 20 (twenty) cottahs of land and remaining 20 (twenty) Kathas of land are directed to purchase by two sets of purchasers namely, (1) M/s Aryan Enterprises and NDBD Creation, a partnership firm being represented by Sri Buddhadev Das, (2) Sri Amit Kumar Das, Sri Bachhulal Pakhira, Sri Lakhsman Das, Sri Narayan Das, Sri Soumen Mondal and Sri Dibyendu Roy within a period of four weeks from the date of the said order. Thereafter the Vendors/Trustees are directed to execute and register the Deed of Conveyance in favour of the Purchaser/s within the following four weeks.

AND WHEREAS as per direction of the Hon'ble High Court Calcutta the present Land Owners agreed to purchase ALL THAT piece and parcel of homestead land measuring about 20 Cottahs more or less along with one storied structure with tin shed measuring about 1,250 sq. ft. from the eastern side of Schedule Property being premises No. 57C, Barrackpore Trunk Road, Kolkata 700002, hereinafter referred to as the "Said Property" and morefully described in the Schedule written hereunder.

AND WHEREAS the Present Land Owners have duly paid the entire consideration amount as per the direction of the Hon'ble Court.

By a Deed of Conveyance dated 21st June 2023 made between Gopeswar Dutt Free School, a registered Charitable Trust represented by its Trustees Sri Pashupati Roy, Sri Suvodip Sen, Sri Abhik Kumar Dutt and Sri Raj Sekhar Roy, the Vendors therein and Sri Tapendra Nath Banerjee, Sri Arindam Banerjee and Sri Tirthankar Banerjee, the Purchasers therein (the Present Land Owners), and registered in the office of Additional Registrar of Assurances II, Kolkata in Book -I, Volume No. 1902-2023, Pages 270507 to 270551 being No. 190208478 for the year 2023, ( Said Conveyance Deed) the present Land Owners have purchased ALL THAT piece and parcel of one storied tin shed structure measuring about 1250 sq.ft. together with homestead land measuring about 20 cottahs situated on the eastern side of Premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata 700002 within the Kolkata Municipal Corporation, District 24 Parganas (North).

After purchase of the said Property, the present Land Owners have mutated their names as owners of the said Property in the record of Kolkata Municipal Corporation and the said Property being the eastern portion of Premises No. 57C, Barrackpore Trunk Road is now separately assessed and numbered as Premises No. 57C/3, Barrackpore Trunk Road, Kolkata having Assessee No. 110020106645.

Thus, the Said Sri Tapendra Nath Banerjee, Sri Arindam Banerjee and Sri Tirthankar Banerjee, became seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property, as morefully described in the Schedule herein above.

### **THE SCHEDULE –A (PART –III)**

**ABOVE REFERRED TO**  
**Said Project**

A residential cum commercial building of (G+X) storied to be constructed in the Said Project Property (Said Building) and the building namely “Avishikta Heights” comprised in the **Said Project Property**.

**THE SCHEDULE –B**  
**ABOVE REFERRED TO**  
**(SAID APARTMENT/UNIT AND APPURTENANCES)**

**Subject matter of this Agreement for Sale**

(a) The said Apartment, being No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and corresponding carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and Super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less in the Said G + X building “Avishikta Heights” comprised in **Said Project Property**. The layout of the Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure “B”;

(b) The said Parking Space \_\_\_\_ (\_\_\_\_) car parking space being car parking no. \_\_\_\_\_, having an area of \_\_\_\_\_ Sqft. located on the ground floor or right to use of \_\_\_\_ (\_\_\_\_) car parking space located on the Multi-Level Mechanical Car Parking.

(c) The Share In Common Areas, being pro rata share in the Common Areas of the project described in Schedule **E** below, as be attributable and appurtenant to the said Apartment, subject to the terms and conditions of this Agreement; and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment;

**THE SCHEDULE–C ABOVE REFERRED TO**  
**( TOTAL PRICE AND PAYMENT PLAN)**

The price of the said Apartment is Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_)  
only payable as per the Table provided and annexed hereto:-

Sr.No.	Milestones	Percentage	Amount
1	On Booking & Execution of Agreement	10% of Total Price	Rs. _____/-
2	On Ground Floor Roof Casting	10% of Total Price	Rs. _____/-
3	On Roof Casting of 1 <sup>st</sup> floor	10% of Total Price	Rs. _____/-



4	On Roof casting of 2 <sup>nd</sup> floor	5% of Total Price	Rs. _____/-
5	On Roof Casting of 3 <sup>rd</sup> Floor	10% of Total Price	Rs. _____/-
6	On Roof Casting of 4 <sup>th</sup> Floor	5% of Total Price	Rs. _____/-
7	On Roof Casting of 5 <sup>th</sup> Floor	10% of Total Price	Rs. _____/-
8	On Roof Casting of 6 <sup>th</sup> Floor	5% of Total Price	Rs. _____/-
9	On Roof Casting of 7 <sup>th</sup> Floor	10% of Total Price	Rs. _____/-
10	On Roof Casting of 8 <sup>th</sup> Floor	5% of Total Price	Rs. _____/-
11	On Roof Casting of 9 <sup>th</sup> Floor	5% of Total Price	Rs. _____/-
12	At the time of Brick Work	5% of Total Price	Rs. _____/-
13	At the time of Flooring Work	5% of Total Price	Rs. _____/-
14	At the time of Registration/Deed of Conveyance	5% of Total Price	Rs. _____/-

**THE SCHEDULE- D (PART-I)**

**ABOVE REFERRED TO**  
**(SPECIFICATIONS)**

- A. **STRUCTURE** – RCC frame structure.
- B. **OUTDOOR FINISH** -5 Years washable weather coat paint.
- C. **WALL & CEILING** - Putty finish.
- D. **FLOORING** – Vitrified tiles
- E. **DOORS** - flush doors
- F. **DOOR FRAME** - Sal Wood / Hardwood.
- G. **WINDOW** – Aluminium/U-PVC sliding windows
- H. **SANITARY WARES**- Jaquar/ Hindware/ Koller/ Roca or Reputed brand
- I. **SANITARY FITTINGS**- Jaquar/ Hindware/ Koller/ Roca or Reputed brand
- J. **ELECTRICAL FITTING** - Concealed wiring with provions of modular switches (Polycab / RR cable / Anchor/ Havells/ Kolors or reputed brands).
- K. **KITCHEN FITTING** - stainless steel sink, provision of water filter point. Provision of Chimney and Exhaust Point.
- L. **PROVISION FOR AC'S** – In all bedroom and living area.
- M. **PROVISION FOR HOT AND COLD LINE** – In shower area only

**N. ROOFTOP TREATMENT-** waterproofing

**O. SOURCE OF WATER IN THE PROJECT** – KMC water

**P. LIFTS** – 2 Nos.

**Q. FIRE FIGHTING ARRANGEMENT IN THE PROJECT-** as per fire Department Norms.

**R. EARTH QUAKE RESISTANT**

**S. PROJECT LIGHTENING RESISTANT**

**T. PROVISION FOR GENERATORS FOR THE FLAT-** only for limited fan, light and refrigerator usage.

**U. 2 BHK- 0.75 KVA**

**V. 3 BHK- 1 KVA**

## **PART-II**

### **TOLERANCE LEVEL**

SL. NO	ITEM DESCRIPTION	TOLERANCE	REFERENCE IS CODE	HAND BOOK
1	COLUMN	CROSS SECTION: (+)12 More (-)5 MM LESS OR	IS456:2000	IN CASE OF VERTICAL DEVIATION OF FORMWORK IS (+) 5 MM PER 2.5 METER AND AS A WHOLE STRUCTURE IT SHOULD NOT BE MORE THAN 10MM.
2	BEAM			
3	VERTICAL WALL			
4	SLAB	Tolerance for Cover Unless specified otherwise, actual concrete cover should not deviate from the required nominal cover + 10mm.	IS456:2000	COMMON TOLERANCE FOR SLAB: MM IN 3 METER
5	FOUNDATION	CROSS SECTION: (+)50 More (-)0.05D FOR THICKNESS	IS456:2000	

6	BRICKWORK	<p>The dimensions of Brick when tested in accordance with 6.2.1 shall be with the following Limit per 20 bricks:</p> <p>a) For modular size (190x90x90 mm) Length 3720 to 3880 mm (3800+80 mm) Width 1760 to 1840 mm (1800+40mm) Height 1760 to 1800 (1800+40mm) (for 40mm high bricks)</p> <p>b) For non-modular size (230x110x70M M) Length 4520 to 4680 mm (4600+80MM) Width 2240 to 2160 mm (2200+40 mm) Height 1440 to 1360 mm (1400+40mm) (For 70mm high brick)</p>	IS1077:1992	JOINT THICKNESS WITHIN PERMISSIBLE LIMIT AND NOT MORE THAN 1/5 <sup>TH</sup> OF SPECIFIED THICKNESS
7	PLASTER	For three-coat plaster work, the local projection shall not exceed 1.2 cm proud of the general surface as determined by the periphery of the surface concerned and local depression shall not exceed 2.0cm. for two-coat plaster, a local projection shall not exceed 0.6cm and local depression 1.2com		

**THE SCHEDULE – E**  
**ABOVE REFERRED TO**

**(THE COMMON PARTS, PORTIONS AND AMENITIES)**

**1. The Common Portions are as follows :**

**1.1 Those which are common to all the segments and are collectively called the “Service Zone” and includes the following:**

**1.1.1 Common generators, its installation and its allied accessories ,**

- 1.1.2 lighting of the common areas, pumps and common utilities.
- 1.1.3 Electric transformer
- 1.1.4
- 1.1.5 Roads including passages providing easement rights, installations, and security arrangements not exclusive to any segment.
- 1.1.6 Drains and sewers from the premises to the Municipal Duct.
- 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.9 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.10. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.11. Transformer electrical wiring meters and fittings and fixtures for lighting common areas (.
- 1.1.12 Management/Maintenance Office
- 1.1.13. Round the Clock Security arrangements with CCTV and intercom
- 1.1.14. Main entrance Gate
- 1.1.15 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.16. water supply- KMC water
- 1.1.17. The water pump, the pump room, water reservoir, , and distribution pipes
- 1.1.18. Durwans/Security Guard Room
- 1.1.19. Roof top swimming pool
- 1.1.20. Mandir on the ground level
- 1.1.23 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.1.24 elevators in Towers, their installation and rooms.
- 1.1.25. Overhead Water Tank.
- 1.1.26 Lifts and their accessories installations and spaces required therefore.
- 1.1.27 Servants/Drivers Toilet and shower room on the Ground Floor.
- 1.1.28 FMC Rooms, if any.
- 1.1.29 Any other services /facility which is required to be shared by all segments.

## **2. Exclusive Common Area :**

### **2.1. Multi Level Mechanical Car Parking Area:**

The Multi Level Mechanical Car Parking spaces within the project are part of the Exclusive common areas.

### **2.2. Exclusive Right of Use:**

Notwithstanding that the Multi Level Mechanical Car Parking spaces form part of the Exclusive common areas, the Developer shall have the right to allocate specific car parking spaces to certain Allottees for their exclusive use and enjoyment, as may be mutually agreed. Such allocation shall not confer any ownership, title, or proprietary right in the Multi Level Mechanical Car parking space upon the Allottee, but shall merely constitute a right to exclusive use thereof, co-terminus with the ownership and possession of the respective Apartment/Unit.

### 2.3. Restriction on Use by Others:

The Multi Level Mechanical Car parking spaces designated for exclusive use shall be treated as exclusive common areas and shall not be used, occupied, or claimed by any other Allottee, occupant, or person other than the Allottee(s) to whom such right of use has been granted.

### 2.4. Revocation and Maintenance:

The exclusive right of use granted herein shall continue so long as the Allottee remains the owner and in possession of the Apartment/Unit. The maintenance and upkeep of such Multi Level Mechanical Car parking areas shall form part of the overall maintenance of the common areas, and the cost thereof shall be borne by all Allottees through the Association/Society, as applicable.

### **IGBC FEATURE:**

1. Certified wood material for door
2. Natural daylight and fresh air as per norms.
3. Energy efficient light fixture in common area
4. Use of Recycled & Regional produced material
5. Use of Low VOC paints in common area
6. Onsite organic composter
7. Solid waste management
8. Solar power facility for common area lighting
9. Sewage treatment plant
10. Rain water harvesting
11. Sun reflective flooring

### **1.3. Those which are to remain common to the Apartment. These include the following:**

- 1.3.1 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.3.2 elevators in Towers, their installation and rooms.
- 1.3.4. Earmarked area of Roof of respective tower demarcated for common use
- 1.3.5. Overhead Water Tank.
- 1.3.6. Lifts and their accessories installations and spaces required therefore.
- 1.3.7. Servants/Drivers Toilet and shower room on the Ground Floor.
- 1.3.8 Electric Rooms
- 1.3.9 FMC Rooms, if any.

The Developer reserves the right to alter the above scheme or any of the items at its sole discretion.

### **THE SCHEDULE – F ABOVE REFERRED TO**

#### **(LIMITED COMMON AREAS AND FACILITIES )**

#### **(If available in the Complex)**

1. Open, and covered Car Parking areas (Dependent/Independent);
2. Exclusive right of use of Garden space attached to an Apartment, ;
3. Demarcated area of terrace/roof appurtenant to a particular Apartment, ;
4. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
5. Open Terrace of any Floors of the Building (if any);

6. Storage areas (if any);
7. Any community or commercial / **other** facility which is not meant for common use;
8. Commercial Spaces within the Project or entire Complex.
9. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

**THE SCHEDULE-G ABOVE REFERRED TO**  
**(RESERVED RIGHTS)**

**The Developer will be entitled to following easements and other reserved rights as provided hereunder:**

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the allottees **and/or users of areas of units in the building being/to be constructed throughout the complex** and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/**land**.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Developer , in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment, s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, **cable, internet, telephone** etc.
- (5) Until the sale and transfer of all the Apartment, the Developer shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Developer to market the Apartment, s and also the right to place signs in and around the common areas for marketing. Even the Developer/Land Owner may retain any floor / area of the project for its/his own uses at their sole discretion.

- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Developer/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Developer/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building **in accordance with sanctioned plan** in such manner as the Developer may think fit and proper.
- (11) The Developer shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Developer be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Apartment,
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any Building block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Developer shall retain for itself , its successors and assigns including all of the Apartment, Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment, s and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a

- parking area.
- (16) The Developer its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines ,sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment, .
- (17) All unsold units , areas and spaces including parking spaces and anywhere else shall always belong to and remain the property of the Developer at all times remain in overall possession of such unsold units **space** till such time.
- (18) The Developer shall without any reference to the association , be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted units and spaces therein as it deems fit. The Developer shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Developer in its sole discretion. The Allottee(s) and/or Association shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever
- (19) The right to assign or transfer by way of lease, mortgage , sale or otherwise in whole or in part, its rights and obligations in respect of the Apartments/Units .
- (20) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Developer shall be entitled to sign mortgage deeds , loan agreements and other documentation and do all other acts for securing project finance. The Developer has availed finance from Aditya Birla Finance Limited (ABFL) vide its sanctioned letter dated 22<sup>nd</sup> November'2023 against the Said Project Land. The Developer shall arrange to provide the no objection certificate (NOC) from the Lander against the respective units/flats before entering into agreements with the prospective buyer/allottee.

#### **THE SCHEDULE- H ABOVE REFERRED TO**

#### **(REGULATIONS AND RESTRICTIONS USER RULES)**

**As from the date of possession of the said Apartment, /Unit the Allottee agrees and**



**covenants -**

1. To co-operate with the other Apartment, /Unit Owner and the Developer in the management and maintenance of the said New Buildings.
2. To observe the rules framed from time to time by the Developer including those relating to possession policy and permissible changes policy of the Developer and upon the formation of the Association by such Association. The covenants agreed herein to the Developer shall mean and include towards Association also, as and when applicable.
3. To use the said Apartment, /Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Developer/Association.
4. To allow the Developer with or without workmen to enter into the said Apartment, /Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment, /Unit Owner.
5. To pay charges for electricity in relation to the said Apartment, /Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Developer for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the Complex/building.
6. Not to do anything or prevent the Developer from making further or additional constructions notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment, /Unit.
7. To maintain or remain responsible for the structural stability of the said Apartment, /Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment, / Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The elevation must be repaired at intervals of every five years. The Allottee(s) are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Developer be held liable in any manner whatsoever, for the same
8. Not to do or cause anything to be done in or around the said Apartment, / Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment, / Unit or adjacent to the said Apartment, /Unit or in any manner interfere with the use and rights and enjoyment thereof of any open passages or amenities available for common use.
9. The Allottee shall ensure that the key common areas of the Building viz entrance lobby , garden, play areas , temple(if applicable) are maintained to the highest standards with regular cleaning and maintenance . The Allottee shall further ensure that refurbishing /major overhaul is done every 5 years , starting from date of offer of possession.

10. Not to damage demolish or cause to damage or demolish the said Apartment, / Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment, / Units in the building or which may cause damage to any other portion of the building in any manner.
11. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment, / Unit which in the opinion of the Developer differs from the color Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.
12. Not affix or draw any wire, cable, pipe from , to or through any of the common portions or outside walls of the building block or other parts , without approval of the Developer/ Association .
13. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to be payable in respect thereof if the building is insured.
14. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
15. Not to use the said Apartment, /Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
16. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
17. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
18. Not to park car on the pathway or open spaces of the building complex or at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Developer/Association.
19. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment, /Unit .

20. Not to dry any clothes upon/outside the windows/elevations/Balcony and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
21. To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Association. The Developer shall cause an Adhoc Committee of the Apartment, /Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment, /Unit Owner who may be nominated and/or selected by the Developer. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
22. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Developer and/or the Maintenance In-charge in writing.
23. The occupants of the Apartments / Units shall ensure that no garbage shall be permitted to accumulate in front lobby or in any exposed area and always to keep the same neat and tidy and well maintained and to use it as a well decorated space and also car parking space.
24. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Developer.
25. Watchman, driver, domestic servants or any other person employed by the Apartment, / Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas
26. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
27. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
28. Any work men temporarily employed by any Apartment, /Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment, / Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations . Subject to the aforesaid restrictions all such work has to be done with the consent of the Developer or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Developer or the Association as the case may be.
29. The Apartment, /Unit Owner and their visitors shall not litter/spit in the common areas specially betel juice and tobacco products and the Developer / Association will be competent to impose fine on the offenders.
30. Smoking will be prohibited within the residential / commercial areas save and except specified smoking zones where only smoking will be permitted .

Similarly drinking alcoholic drinks in the common areas of the Project will be strictly prohibited

31. All visitors to the respective Apartment, /Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment, /Unit Owner .
32. Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
33. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Building without similar approval.
34. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 60(sixty) persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
35. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
36. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment, /Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
37. To carry out all interiors and/or decorations during the approved time without creating any annoyance or disturbance to the other Owners and/or occupiers.
38. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers/other workmen who may be employed by the Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station/Association.
39. To remain fully responsible for any pets which may be kept by the Apartment, /Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge
40. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
41. To carry out proper pest control treatment in the said Apartment, / Unit at the cost of the Allottee.

42. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment,  
/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
43. Other than what has been provided by the Builder Not to have nor create any place of worship in any common part or portion of the building or the Complex  
. However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex..
44. It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
45. Not to use the Apartment, /Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business in the opinion of the Maintenance In Charge.
46. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment, /Unit nor to permit or suffered to be done into or upon the Apartment, /Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
47. Not to arrange any public/Political function in any part of the property,
48. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
49. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
50. The Allottee agrees and acknowledges that the Developer shall have the unconditional and irrevocable right to sell , transfer, lease, encumber and/or create any right title interest in the unsold units and the Allottee shall not object to or impede the sale of any unsold stock such as apartment, car/two wheeler parking space to any other person and/or persons as the Developer in their absolute discretion may deem fit and proper without requiring any consent of the Allottee. In case the Allottee directly or indirectly breaches this undertaking , he shall be liable to pay appropriate damages to the Developer .
51. The Allottee hereby agrees and acknowledges that at the time of handover to the Association, the Developer shall earmark certain parking spaces for use by such unsold units **or as may be advised by the Developer** and the Allottee hereby agrees and shall cause the Association to ensure that these car parking

spaces are kept available for use by Developer/the buyers of the unsold units.

/

52. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
53. Only drills (and not manual hammers) can be used to drive nails/screws into the walls of the Apartment, /Unit . However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Developer or the FMC or the Association as the case may be(in order( to prevent the puncture or leakage of concealed water pipe lines/ electrical conduits or wires).
54. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines Fine may be imposed in case of failure to do so.
55. The **lobbies and all common areas of the complex** should be kept clean at all times and care should be taken not to litter with any kind of rubbish thrown here and there and keep it dirt-free..
56. No games or sporting activities are allowed which may cause damage to the windows of units, to the landscaped gardens/in the complex and the common facilities of the Complex.
57. No tenant will be allowed to occupy any Unit unless such tenant is introduced by the Allottee to the Developer or the Association, or the FMC and the Allottee will have to provide Police NOC, if required so that he may be recognized as a bona fide occupant of the for security purposes subject to up to date payment of Maintenance Charges.
58. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas and the Allottee shall not trespass or allow any person to trespass over lawns and green plants within the Project
59. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
60. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment, /Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Developer or the Maintenance Body or the Association.
61. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any .
62. Car Parking stickers should be obtained from the Developer, Maintenance Body or the Association to track authorized vehicles.
63. The Developer or Maintenance Body or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
64. The Developer, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring

and controlling the Allottee's fit-out and Maintenance process so as to ensure that :

- (i) The fit-out works are carried out in accordance with the approved plans;
- (ii) The Fit-Out works are in compliance with the guidelines as framed by the Developer/Maintenance Body/Association.
- (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment, /Unit, if undertaken by the Allottee the said repair of interior work shall be done between reasonable hours so as not to cause any annoyance , nuisance and/or disturbance to the other co- buyers of the complex.
- (iv) The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities , such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities.
- (v) All Apartment, /Units, except those specifically meant for non-residential purpose shall be used for residential purpose only. No residential unit shall be used for commercial use or use as guest house.

- 65. Every Allottee shall, undertake and complete all maintenance and repair work within his own Apartment, /Unit , which if delayed , is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Developer/Association.
- 66. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress and further the Owner or occupier of any Apartment, /Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted , any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
- 67. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
- 68. No Apartment, /Unit Owner / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers.
- 69. The Allottee shall not interfere and/or break the Rules and Restrictions as provided herein and/or the covenants agreed upon and in the unlikely event of breach of any of these the Allottee shall make himself liable to pay damages and even police action.
- 70. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer.

71. No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the excepting such as shall have been approved by the Developer..
72. The Apartment, /Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System and also the route to take refrigerant piping or water drainage lines, which the Allottee shall have to strictly follow while installing their AC Units.
73. Allottees cannot cover open terrace by any other means except by temporary awnings with prior permission of the Developer and/or the Association of Apartment, Owners.
74. No radio or television aerial, electrical and telephone installation , machines etc shall be attached to or hung from the exterior or the roof of the building by the occupants.
75. If any electrical points are installed on shear wall/RCC Wall of the Apartment, /Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
76. Garbage from the Apartment, /Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area as per directions of the Maintenance in charge.
77. The Apartment, /Unit Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment, /Unit Owner shall be entitled to avail of the cable connection facilities provided to all.
78. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
79. Ensure that the domestic help/service providers visiting the said Apartment, /Unit use only the common toilets and while so using, keep the common toilets clean and dry.
80. Use the spittoons / dustbins located at various places in the Project. The Allottees and their guests are expected to dispose off all rubbish and wastes in the pre positioned dust bins/spitpoons
81. .
82. Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment, /Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a Builder's standardized name plate outside the main door of the said Apartment, /Unit.
83. Not to install or keep or run any generator in the Said Apartment, /Unit or the Garage/Parking space, if any.



84. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
85. Not to overload the lifts or other lifts as the case may be and not to move goods through passenger lift but from the staircase/service/goods lift of the Building if provided therein.
86. Not to cover the fire exits and balconies/terraces of the said Apartment, /Unit.
87. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation/dharna of any kind takes place inside or in the vicinity of the Complex . The Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Complex by affixing posters,hanging festoons or doing any other act. In the event of such undesirable event taking place the Allottee is advised to take legal recourse.
88. To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Unit .
89. The Allottee shall not make the Developer responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developer shall however make all reasonable efforts to set right the same as soon as possible;
90. To pay to the Developer all costs, charges and expenses including costs and fees which may be incurred by the Developer in connection with or for common purpose or incidental to any services of the said Complex.
91. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Allottee.
92. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
93. Not to change location of the wet /waterproofed areas
94. .Not to sub divide or partition the Said Unit in any manner whatsoever.
95. House rules may be added to, amended or repealed at any time by the Developer and after formation of the Association by the Holding Organization.
96. Not to do anything or prevent the Developer from making further or additional constructions on any day notwithstanding any temporary disturbance in the Purchaser's enjoyment of the Said Unit.
97. To allow the co-Owners and occupants to enjoy the right of easement and/ or quasi easements at the Units.

98. To co-operate with the other Co-Owners and the Developer/ Maintenance in charge in the management and maintenance of the said Project.
99. To observe the rules framed from time to time by the Developer / Maintenance In charge.
100. To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
101. No Birds or domestic animals shall be kept or harbored within the Apartment, without abiding the laws framed by the Local Competent Authorities, Associations by- laws and regulations and the Pet shall not be left in the common area of the phase/building.
102. Not to allow children to be present in the swimming pool, without being accompanied by the Parent/Guardian. The Developer shall not be responsible in any manner whatsoever for any kind of incident.
103. The position of Kitchen and Toilets in each floor of Building blocks as per original plan cannot be shifted as it would affect the drainage system. It is the prerogative of the Unit Owners to preserve the Unit as per the Plan and any modification of the plan by shifting the toilet/kitchen from its original position to another position is strictly prohibited and the Unit Owner will become liable to pay a heavy penalty besides the cost of restoration.
104. The Developer or the Association may implement a system of imposing penalty on occupants who due to neglect or even otherwise commit acts of nuisance in the complex or for any non compliance and The Developer and/or the Association shall have the authority to issue directives to the Unit Owners to follow norms and adopt preventive measures in order to prevent spread of any infectious disease.
105. The Allottee hereby accepts , confirms and declares that the covenants of the Allottee as conceived in this Agreement shall run perpetually and also bind the Allottee and his/its successors in title and that the Allottee shall be responsible for any loss or damage arising out of breach of any of the conditions contained in this Agreement. The Allottee further hereby accepts, confirms and declares that, he/she/they shall not obstruct/disturb the ingress / egress or shall not create any nuisance of the guests/customers/visitors of the banquet hall and/or the commercial spaces.
106. The parties hereby expressly agree that this Agreement is being executed by the Owner and the Developer on the understanding that the covenants contained in this Agreement shall be strictly adhered to and performed by the Allottee . The Allottee further agrees , confirms declares and undertakes that considering the size and scale of the project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and right of all the Co-occupants .

**THE SCHEDULE –I ABOVE REFERRED TO**  
**SAFETY AND MAINTENANCE RULES WILL BE APPLIED TO**  
**ALL THE ALLOTTEES/OWNERS IN TERMS OF THIS**  
**AGREEMENT.**

**1. SECURITY SERVICES RULES :**

- (i) Keeping a record of visitors entering the complex premises.
- (ii) Prevent any trespassing through the Complex compound
- (iii) Guarding the Complex
- (iv) Control Traffic and prevent jams within internal roads and pathways
- (v) Switching On/Off common lights
- (vi) The operation of water supply when needed
- (vii) The operation of lifts in case of electricity failure
- (viii) The operation of Fire Fighting equipment when needed.

## **2. SWIMMING POOL RULES:**

- (i) Upkeep of filtration system, pumps and pool surface ;
- (ii) Keep a close eye on children and children below 12 years should not enter the pool unsupervised.
- (iii) To be open for use at specified timing.
- (iv) Always have a shower before getting into the Pool.
- (v) Use of goggles is advised to avoid irritation to eyes.
- (vi) Avoid use of pool if bottom of the Pool is not clearly visible.
- (vii) Do not carry glass objects, sharp objects or anything that can damage the pool.
- (viii) Swimming Pool should be cleaned regularly with disinfectant.
- (ix) Water recirculation system should be checked daily.
- (x) Changing rooms should be monitored for safety.

## **3. Community Hall (if provided by the Developer):**

- (i) Maximum capacity will be 60 to 70 people gathering at a time.
- (ii) Decorative items should not be stuck on painted walls.
- (iii) The member renting the Hall shall be responsible to arrange cleaning.
- (iv) Cooking Food should be avoided inside the Community Hall .
- (v) Music should be within set decibel limits and as per law.

## **4. MUNICIPAL WATER and WATER TANKS :**

- (i) Ensure that taps are securely closed.
- (ii) Replace the leaky faucets to save water wastage;
- (iii) It is recommended to clean pipes at regular intervals.
- (iv) The Complex may be provided with Solar water connection.
- (v) Drinking water will be supplied by municipal water
- (vi) Should be cleaned at regular intervals by a trained agency.
- (vii) The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
- (viii) If WTP is installed, then trained operator should look after the water parameters regularly and should ensure that AMC is done.
- (ix) Trained plumber to check water supply pipe lines .

## **5. SEPTIC TANK:**

- (i) Periodic cleaning of Septic Tank.
- (ii) Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
- (iii) Ensure that the manholes should always be kept in a closed position
- (iv) Remove excess sludge periodically

## **6. GARBAGE COLLECTION:**

- (i) Dry and Wet garbage should be segregated as mandated by municipalities/ Sanctioning Authorities .
- (ii) Garbage bags should be used for maintaining hygiene.
- (iii) There should always be a trolley placed under the garbage chute.
- (iv) Follow the caution signals that are mentioned on the Chute .
- (v) Do not throw boxes bigger than the size of the door of the chute.
- (vi) Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.
- (vii) Manual cleaning of the moist place near the exit of the garbage once in 15 days. Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.

#### **7. LIFT/ELEVATOR :**

- (i) AMC to a reputed service provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift.
- (ii) The electrical connections, wiring, switches, plugs should be checked periodically.
- (iii) Spitting or throwing garbage inside the elevator is strictly prohibited.
- (iv) Safety instructions to be followed during emergency should be displayed inside the lift.
- (v) Use panic button /intercom unit provided in the elevator in case of emergency.
- (vi) All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
- (vii) Children less than 10 years should not be permitted inside the elevator alone
- (viii) Do not use elevator in case of fire and earthquake
- (ix) Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
- (x) Smoking, Drinking and eating should be prohibited within the elevator.

#### **8. FIRE FIGHTING EQUIPMENT:**

- (i) AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System.
- (ii) The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage.
- (iii) Refuge area should be vacant and not used for any other purpose
- (iv) Regular mock fire drill exercises should be Done
- (v) Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non- functional.
- (vi) In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
- (vii) Fire Protection equipments in High Rise Building includes Sprinklers and Fire detection alarm system which should be tested time to time and In case of fire, the evacuation procedure should be well defined.
- (viii) Assembly point in the Complex compound should be clearly indicated.

#### **9. GREEN BUILDING by IGBC / Griha or any other rating agency):**

- (i) The Association Management Committee should update itself with all requirements of a Green Building and keep the records available.
- (ii) The services of a Green Building Consultant may be retained.

#### **10. INSTALLATION OF AIRCONDITIONER :**

- (i) Should be installed at pre-designated point.
- (ii) In case of split AC , the compressor unit should be installed with firm support.
- (iii) In case of leaking pipes to get the same repaired immediately.
- (iv) Electrical & AC points are designed with electrical consultant as per the furniture lay-out of the builder. If any change is required by the Allottee he can do so on his own expenses.

#### **11. CCTV OF INDIVIDUAL FLATS :**

- (i) Ensure that the Camera lens is clean;
- (ii) Illegal filming of others using the camera is legally prohibited.
- (iii) A notice that the premises is under CCTV surveillance should be displayed.

## **12. COOKING GAS:**

- (i) Ensure proper ventilation and follow norms laid down by Gas agency.
- (ii) Children should not operate any equipment.
- (iii) Periodically check the gas valve, hose pipe condition for any leak.
- (iv) Change the gas pipe(rubber tube) every six months.
- (v) In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.

## **13. DISH TV OF INDIVIDUAL FLATS/UNITS and PLUMBING:**

- (i) The Antenna should be installed at the pre-designated point recommended by the Developer.
- (ii) Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
- (iii) Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
- (iv) Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.

## **14. GENERATOR (D.G) :**

- (i) DG will not be auto. It will be manual.
- (ii) Power from DG can be utilized for running Light, Fan, Freeze, TV (not all at a time).
- (iii) Use of excess load will cause disconnection.

## **THE SCHEDULE –J ABOVE REFERRED TO**

### **(COMMON AREA MAINTENENCE EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project/ Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may in the opinion of the Association/ Maintenance body or at least once every 5(five) years as may be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and common area of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers, Sewage treatment plant forming part of the Project as well as the entire Complex.
6. Costs and expenses relating to purchase, maintenance, renewal and insuring any

equipment, utilities and/or the provision of any service related to the Common areas..

7. Cleaning as necessary the external walls and windows (not forming part of any Apartment, ) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
8. Cleaning and lighting as necessary of the areas forming parts of the Project.
9. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Developer may think fit.
10. Maintaining and operating the lifts.
11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lesseees/ occupiers of any Apartment, .
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment, of any individual lessee of any Apartment, .
14. Insurance of buildings, fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
15. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
16. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/ Association it is reasonable to provide.
17. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.
18. Electric Supply system;
19. Electric Generating Set;
20. Water Supply Lines, Pumps, Motors, Filtration Plant and its allied equipments etc.
21. Community Hall (if provided) and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assts in common areas used for common purpose .
22. Costs and expenses relating to plantation of trees , maintenance of gardens and supply of water to the gardens.
23. Any other expense for common Purpose.

### **SCHEDULE –L**

### **FIT-OUT GUIDE**

- (i) To ensure that all works of a construction nature within the Project correspond to high standards and to ensure that none of the constituents of the

Project is damaged or adversely affected due to undertaking such construction activities, whether external or internal.

(ii) Prior to commencing the Fitting Out Works, the Unit Owner agrees to submit the relevant drawings, plans and specifications to the Developer/Property Management Team in the manner to be specified. Upon receipt of the duly stamped (if applicable) and signed plan from the Unit Owner, the same shall be either approved with or without modification.

(iii) The Property Management Team reserves the right to gain access in to the Unit area to make spot-checks or conduct repair works and the Property Management Team shall carry out periodic checks on the Fitting Out Works to ensure that the contractor complies with the approved plans, If there is any discrepancy found during the check, these discrepancies shall be properly recorded and the Property Management Team shall be permitted to instruct stopping of Fitting Out Works. Provided always that Property Management Team shall not be liable to the Unit Owner for any loss, damage or inconvenience caused whatsoever by such stoppage of work and the Allottee shall bear all the loss, damages as to be ascertained by the Developer/ Property Management Team.

(iv) The Unit Owner will be responsible for all damage to the common areas of the Building. Any special cleaning or drain clearance necessary as a result of the fitting-out works and any other costs incurred by the Said Building which are caused by, or in connection with, the works will also be to the Unit Owner's account.

(v) The Unit Owner will be required to pay an interest free deposit ("**Security Deposit**") to the Developer/Property Management Team, prior to commencement of fitting out of the Said Unit, as security for the due performance by the Unit Owner.

**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.

**Sri Tapendra Nath Banerjee  
Sri Arindam Banerjee  
Sri Tirthankar Banerjee  
Represented by their Constituted Attorney**

-----  
**Sri Tapendra Nath Banerjee  
(Land Owners)**

**M/S. SATYAKRISHNA ENTERPRISE  
Represented through its Partner**

\_\_\_\_\_  
**Sri Tapendra Nath Banerjee  
[Promoter/Developer]**

**[Allottee/Purchaser]**

**Drafted By,**

**Witnesses:**

Signature_____	Signature_____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____

**MEMO OF CONSIDERATION**

**RECEIVED** the sum of Rs \_\_\_\_\_ as part consideration amount as per terms of Agreement for Sale in connection with said Apartment No. \_\_\_\_ in the \_\_\_\_\_ Floor .

<u>Cheque No /Cash/Date</u>	<u>Bank &amp; Branch</u>	<u>Amount</u>
-----------------------------	--------------------------	---------------

**Sri Tapendra Nath Banerjee**  
**Sri Arindam Banerjee**  
**Sri Tirthankar Banerjee**  
**Represented by their Constituted Attorney**

-----  
**Sri Tapendra Nath Banerjee**  
**(Land Owners)**

**M/S. SATYAKRISHNA ENTERPRISE**  
 Represented through its Partner

\_\_\_\_\_  
**Sri Tapendra Nath Banerjee**  
**[Promoter/Developer]**

**Witnesses:**

Signature_____	Signature_____
Name : _____	Name : _____