

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“Agreement”)** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

### **BETWEEN**

**ALCOVE CONSTRUCTION PRIVATE LIMITED** (CIN: U70101WB1996PTC079790; PAN: AACCA5779R), a Company under the provisions of the Companies Act, 2013, having its registered office at No.68/2, Harish Mukherjee Road, P.O. Bhawanipore, Police Station-Kalighat, Kolkata – 700 025 represented by its Director / Authorized Representative, Mr. \_\_\_\_\_, son/wife/daughter of Mr. \_\_\_\_\_, by occupation-\_\_\_\_\_, and working for gain at No.\_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata – \_\_\_\_\_, pursuant to the Board Resolution dated \_\_\_\_\_, hereinafter called “the **PROMOTER/DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors or successors-in-interest and/or nominees and assigns) of the **FIRST PART**

### **AND**

**(1) (SMT.) AAKRITI SHROFF** (PAN: GNFPS6299B), wife of Shri Yashaswi Shroff, and **(2) (SHRI) AJAY KUMAR SHROFF** (PAN: AIMPS9017P), son of Shri Amar Nath Shroff, both by faith Hindu, both by Nationality Indian, both by occupation Business, both residing at No.68/2 Harish Mukherjee Road, P.O. Bhawanipore, Police Station Kalighat, Kolkata-700025, hereinafter jointly referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs, executors, administrators legal representatives and/or assigns) of the **SECOND PART**

### **AND**

\_\_\_\_\_ hereinafter referred to as “the **ALLOTTEE / PURCHASER**” of the **THIRD PART**:

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

### **WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B-1 The Land Owners was the full and absolute owners of **All That** the piece and parcel of land containing an area of 15 Cottahs 13 Chittacks more or less (equivalent to 1057.692 sq. mtrs.) situate lying at and being Municipal Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700019, Borough-VIII, under Ward No.069, within the Kolkata Municipal Corporation (hereinafter for the sake of brevity called “the **said Larger Premises**”).
- B-2 A portion of the said Larger Premises measuring 343 sq. mtrs. has been gifted to the Kolkata Municipal Corporation for road widening and development and to be used by the public at large by a Deed of Gift dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ and registered with the \_\_\_\_\_ in \_\_\_\_\_, and consequent to such gift the area of the said Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-

Ballygunge, P.O. Ballygunge, Kolkata – 700019, Borough-VIII, under Ward No.069, within the limits of The Kolkata Municipal Corporation stood at 714.692 sq. mtrs.and the same is fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity called “the **said Premises**”.

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

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

**All That the Residential Flat / Apartment bearing Unit No. \_\_\_\_\_ on the \_\_\_\_\_ side on the \_\_\_\_\_ floor of the \_\_\_\_\_ Building at the said Premises described in the First Schedule and shown in the Plan annexed hereto, duly bordered thereon in “Red”, containing a Carpet Area of \_\_\_\_\_ Square Feet [Built-up Area whereof being \_\_\_\_\_ Square Feet (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ Square Feet) and Maintenance Chargeable Area being \_\_\_\_\_ Square Feet, which is inclusive of pro rata share in the Common Areas and Installations] more or less.**

\_\_\_\_\_ **CAR PARK NARRATION / SERVANT QUARTER ETC.** \_\_\_\_\_

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

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

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

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

1. **TERMS:**

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

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

Explanation:

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

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within the period stipulated in such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The Total Price of Apartment / Unit includes (i) pro rata share in the Common Areas; and (ii) \_\_\_\_\_ car park(s) / garage(s)/closed parking(s), if any and other properties and appurtenances as provided in the Agreement. However, the total price excludes the maintenance charges and the Extra Charges and Deposits as set out in **Part-III of the Fifth Schedule** hereunder written, which shall be paid by the Allottee to the Promoter on demand.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee (s) shall make the payment as per the payment plan set out in **Part-II of the Fifth Schedule** hereunder written ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee, as may be mutually agreed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II of the Third Schedule** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sales effected) in respect of the Apartment / Unit or Project, as the case may be without the previous written consent of the Allottee **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan. Provided that the Promoter may (without being obliged) against extra cost payable by the Allottee make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area, as also the built-up and maintenance chargeable areas, that has been allotted to the Allottee after the construction of the Building is complete and the completion / occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area within the same defined limit, the Promoter shall demand the price for the increased area from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement. It is expressly agreed that the certificate of the Architect appointed for the Project

as regards to the carpet area and the built-up area of the said Apartment / Unit, as well as the proportionate share of the Allottee in the common areas, shall be final and binding on the parties hereto.

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

- (i) The Allottee shall have exclusive ownership of the Apartment / Unit;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas, which is subject to the other provisions hereof, including transfer of Common Areas and Installations in favour of the Association as prescribed by RERA. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas of the Project to the association of allottees (upon registration of the same) as provided in the Act, if and as be feasible;
- (iii) That the computation of the price of the Apartment / Unit includes recovery of price of land, construction of [not only the Apartment / Unit but also proportionately] the Common Areas, internal development charges as per agreed specification, external development charges as per agreed specification, taxes, cost of providing electric wiring electrical connectivity to the common areas like lift, water line and plumbing, finishing with POP / Putty, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities as provided within the Project.

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

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

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

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only (in short "the **Booking Amount**") as booking amount being **10% (ten percent)** of the total Price of the Apartment / Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the Payment Plan

**(Part-II of the Fifth Schedule)** as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

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

2. **MODE OF PAYMENT**

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

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale /transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment / Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE**

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

Agreement subject to the simultaneous completion of the construction by the Promoter as provided in the Payment Plan.

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

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

## 7. **POSSESSION OF THE UNIT**

- 7.1 **Schedule for possession of the said Apartment / Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before \_\_\_\_\_, with an additional grace period of 12 (twelve) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, court order, pandemic / epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") and the Allottee not being in default of its obligations herein. If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment / Unit, **Provided** that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the completion certificate (which may be partial) from the competent authority shall offer in writing the possession of the Apartment / Unit, to the Allottee in terms of this Agreement to be taken within the period mentioned in such notice and the Promoter shall give possession of the Apartment / Unit to the Allottee **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. **Provided That** the Promoter shall not be liable to deliver possession of the Apartment / Unit to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be.
- 7.3 **Failure of Allottee to take Possession of Apartment / Unit:** Upon receiving a written intimation from the Promoter as per clause 7.2 and its sub-clauses, the Allottee shall within the period mentioned herein and in such intimation take possession of the Apartment / Unit from the Promoter by executing necessary

indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable and all other outgoings as elsewhere mentioned herein.

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

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

7.6 **Compensation**

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

Except for occurrence of a Force Majeure event and the Allottee not being in default of its obligations herein, if the Promoter fails to complete or is unable to give possession of the Apartment / Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment / Unit, with interest at the rate specified in the Rules, within 45 days including compensation in the manner as provided under the Act within the period mentioned in the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over the possession of the Apartment / Unit.

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

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

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

making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Apartment / Unit free of all such mortgages and charges created by the Promoter.

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

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

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

- (i) Promoter fails to provide ready to move in possession of the Apartment / Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment / Unit shall be in a habitable condition which is complete in all respects subject to the other provisions hereof;

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

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the date of offer of the possession of the Apartment / Unit, which shall be paid by the Promoter to the Allottee within the period mentioned in the Rules.

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

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

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

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

Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

The Common Areas and Installations are intended to be transferred by the Promoter and the Land Owners in favour of the Association, of which the Allottee shall be a member, as mandated by law, and the Allottee hereby consents to the same and the Allottee and all other allottees shall do all acts deeds and things in connection therewith and bear and pay all stamp duty registration fees and other charges proportionately, if and as applicable. The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions. However, in case the laws for time being in force require the transfer of proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Apartment / Unit in favour of the Allottee, then by the conveyance deed to be executed in favour of the Allottee, the title of the Apartment and proportionate undivided indivisible impartible variable share in the Common Areas and Installations shall be conveyed.

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

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

#### 11. **MAINTENANCE OF THE SAID BUILDINGS/UNIT/PROJECT**

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

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

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

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

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

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

The Allottee hereby agrees to purchase the Apartment / Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. No maintenance charges shall be payable by the Owner and/or the Developer for any Unsold Areas/Units for a period of 24 months from the date of Completion Certificate whereupon such unsold area shall be treated to be retained area by the Owner and/or the Developer and maintenance shall be payable thereon by the respective Owner and/or the Developer to the association of Allottees, as applicable.

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

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

15. **USAGE**

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

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

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

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement

material etc. on the face façade of the Building or anywhere on the exterior of the Project, Building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment / Unit or place any material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment / Unit.

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

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

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

18. **ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies)except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

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

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Apartment / Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment / Unit. It is specifically mentioned that presently the said Premises is mortgaged to Tata Capital Housing Finance Ltd.

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

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

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

21. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the

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

**22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

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

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

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

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

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

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

**26. SEVERABILITY**

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

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

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

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

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

**30. NOTICES**

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

**31. JOINT ALLOTTEES**

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

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

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

**33.1 ARBITRATION:**

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

by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- (b) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
  - (c) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.
  - (d) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
  - (e) **Summary Proceedings and Interim Awards:** The arbitral tribunal shall have the right to proceed summarily and to make interim awards.
- 33.2 **JURISDICTION:** Courts having territorial jurisdiction and the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove
34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Apartment / Unit in terms hereof and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Apartment / Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Apartment / Unit or his rights under this Agreement with the consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) after expiry of a period of 36(thirty-six) months from the date hereof ("Lock-in Period") and that too only after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and/or the Land Owners and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of nomination charges calculated @ 2% of the total Price consideration or such fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:
- i) The Allottee shall be entitled to have transfer of the said Apartment / Unit in his own favour or in favour of his nominee **Provided That** in case the Allottee shall require the transfer to be made in favour of his nominee then the Allottee shall be bound to pay to the Promoter a fee / charge as shall be made applicable by the Promoter from time to time and similar fee shall be payable for all subsequent nominations **AND** in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to free approval by the Promoter who shall be entitled to refuse such approval without assigning any reason;
  - ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
  - iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;

- iv) Under no circumstances, the Allottee shall be entitled to let out the said Apartment / Unit before possession of the said Apartment / Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.
  - v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.
- 34.1 It is clarified that any change in the management or ownership of the Allottee (if being a Company or a partnership or an LLP or any entity) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
- 34.2 Transfer of the said Apartment after the Promoter has executed / caused to be executed the deed of conveyance of the said Apartment / Unit in favour of the Allottee shall not be governed by this clause.
35. **OTHER PROVISIONS:**
- 35.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment / Unit) nor do anything whereby the construction or development of the Project or the sale or transfer of the other Units in the Project is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Land Owners are restrained from construction of the Project and/or transferring and disposing of the other units / apartments / saleablespaces and rights in the Project, then and in that event without prejudice to such other rights the Promoter and/or the Land Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by them or any of them.
- 35.2. Save the said Apartment / Unit and the common right to use the Common Areas and Installations in terms of this agreement, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units / Apartments and spaces or store-rooms or constructed or open areas or parking spaces at the said Premises or the Project or the Buildings thereat.
- 35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain units may have the exclusive open to sky Terrace / Gardens attached to their respective units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Apartment / Unit in the records of concerned authorities.
- 35.5 The rights of the Allottee in respect of the said Apartment / Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.6 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

- 35.7 In relation to Clause No.7.2, it is agreed that even prior to completion of the said Apartment / Unit in the manner aforesaid, in case the Allottee desires to simultaneously carry out its fit-outs therein, then the Allottee may be permitted to carry out the same if the Promoter agrees to the same subject to the Allottee following the guidelines issued therefor by the Promoter, and in such event the Allottee shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder prior thereto. During such fit-out period, the Allottee shall be liable for payment of fit-out Deposit and other charges for various utilities like electricity generator water lifts etc., as be determined by the Promoter.
- 35.8 In relation to Clause No.7.3, it is further agreed and clarified that in case the Allottee fails or neglects to take possession of the said Apartment / Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only per Square Foot per month of the Maintenance Chargeable area of the said Apartment / Unit, plus GST (if applicable), from the Deemed Date of Possession /Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee, it being clarified that the Promoter shall not be liable for wear and tear or damages to the said Apartment.
- 35.9 In relation to Clause No.7.5 it is agreed and clarified that where the Allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount and interest and compensation, as applicable, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee without interest or compensation or damages, and only out of the amounts received by the Promoter after sale of the Apartment / Unit to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 35.10 Post transfer of the said Unit, in case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Apartment / Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.11 The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the premises and also the covered spaces in the Building(including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- 35.12 Save the said Apartment / Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.13 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any

other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

- 35.14 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Land Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Buildings and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Land Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.15 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.16 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Tower, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.17 The Allottee shall have no connection whatsoever with the Allottees / Buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the

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

- 35.18 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Apartment / Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.19 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment / Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Apartment / Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.
- 35.20 The Promoter will be at liberty to create further mortgages and/or charges and/or create further mortgages and/or charges in respect of the Projector any part thereof and the Allottee hereby consents to the same. At the time of execution of the deed of conveyance/ transfer in terms hereof, the Promoter, as applicable, assure to have the said Apartment / Unit released from any such mortgage and/or charge with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Apartment / Unit free of all such mortgages and charges created by the Promoter.
- 35.21 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and also the provisions of West Bengal Apartment Ownership Act, 1972, including for vesting/transfer of the title / interest in respect of the Common Areas and Installations, if proportionate share thereof is held by the Allottee herein, in favour of the Association as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.
- 35.22 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.23 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 35.23.1 In case any parking space is covered by a shed / canopy / glass cover / awning or any other form of cover, then the same shall be managed maintained

and upkept by and at the costs and expenses of the allottee thereof, if allotted to any allottee.

35.24 The Project at the said Premises shall bear the name " \_\_\_\_\_" unless changed by the Promoter from time to time in its absolute discretion.

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

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

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

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

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

**WITNESSES TO ALL THE ABOVE:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
  
2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Drafted by

Advocate  
Saraogi & Co., Advocates  
High Court, Calcutta

**SCHEDULES**

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

**All That** piece and parcel of land containing an area of 10 Cottahs 10 Chittacks 43 Square Feet more or less situate lying at and being Municipal Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700 019, Borough-VIII, under Ward No.069, within the Kolkata Municipal Corporation and butted and bounded in the manner as follows and bordered “**RED**” in the map or plan hereto annexed:

On the **North**: By the junction of Ballygunge Circular Road and Gurusaday Road;  
 On the **East** : By Gurusaday Road;  
 On the **West** : By Ballygunge Circular Road;and  
 On the **South**: By Premises No.22,Gurusaday Road;

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

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

**All That** the **Apartment/ Unit bearing No.** \_\_\_\_\_ on the \_\_\_\_\_ side on the \_\_\_\_\_ floor of the Building at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in “**Red**”, containing a **Carpet Area** of \_\_\_\_\_ **Square Feet** [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ Square Feet) and **Maintenance Chargeable Area** being \_\_\_\_\_ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less.

\_\_\_\_\_ *Car Park / Servant Quarter etc., narration* \_\_\_\_\_

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

1. Land comprised in the said Premises;
2. \_\_\_\_\_
3. \_\_\_\_\_

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

**PART-II**  
**(Specifications of Apartment / Unit construction)**

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

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

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

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

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

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

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

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

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

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

**PAYMENT SCHEDULE:**

<b>Event/Happening</b>	<b>%Paymentofthe Consideration</b>	<b>Cumulative%of the Consideration</b>
InitialTokenAmount	25LAC	25LAC
BookingAmountonAgreement(IncludingInitialTokenAmount)	10%	10%
OnCompletionofFoundation(Raft)	10%	20%
OnGroundFloorRoofCasting	10%	30%
On2ndFloorRoof Casting	10%	40%
On4thFloorRoof Casting	10%	50%
On7thFloorRoof Casting	10%	60%
On10thFloorRoofCasting	10%	70%
On13thFloorRoofCasting	10%	80%
OnCastingofUltimate Roof	10%	90%
OnInstallationofServiceLift	5%	95%
On Possessionortemporarypossessionforfit-outwork	5%	100%

**Part III  
(EXTRA CHARGES AND DEPOSITS)**

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

**Extra Charges:**

- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Allottee any additional facility and/or utility in or relating to the said Apartment / Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Allottees in the said Project in addition to those mentioned herein, payable before the work is commenced by the Promoter. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Apartment / Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Apartment / Unit by the Promoter to the Allottee, the Promoter shall not be liable for any interest damages compensation etc., that may be suffered by the Allottee thereby.
- ii) Pay to the Promoter the service charge and cost incurred and payable to electricity authority for obtaining electric connection/ service (HT/LT) in the said premises and other cost incurred and also payable to the electricity authority/ consultant/ agencies for installation, maintenance and running and operating common area installation (HT/LT), which the Parties have mutually agreed at Rs.\_\_\_\_ per Square Foot of built-up area of the said Apartment. Additionally, the Allottee shall also be liable for payment of GST on such amount.
- iii) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Apartment / Unit (if applicable) and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Apartment / Unit shall be that of the Allottee.
- iv) Legal Documentation Charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs.\_\_\_\_\_, out of which 50% shall be paid by the Allottee at or before the execution hereof and the balance 50% on or before the Possession Date / Deemed Date of Possession or the date of execution of the sale deed in respect of the said Apartment / Unit, whichever be earlier. In addition to the said fees, the Allottee shall also be liable for payment of GST thereon, if and as applicable. In addition to the abovesaid fees, the Allottee shall make payment of Miscellaneous Charges (including commission fees, copywriting charges etc.) for registration.
- v) Rs.\_\_\_\_\_ towards formation of the Association.
- vi) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp duty and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

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

Allottees bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

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

**Deposits (Interest Free):**

- i) A sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only towards advance maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**);
- ii) A sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only towards Sinking Fund;
- iii) A sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) on account of Municipal Tax Deposit. This Municipal Tax Deposit shall be refunded to the Allottee on completion of the Mutation of the Unit, subject to adjustment of any Municipal Tax payment which the Promoter has to bear due to delay in such Mutation.

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

- Ai) By an Indenture of Conveyance dated 14<sup>th</sup> August 2006 and registered in the office of the District Sub-Registrar III, South 24 Parganas and recorded in Book No.I, Volume No.19, Pages 910 to 930 Being No.7548 for the year 2006, Reverend HanokGhose, acting as Administrator De Bonis Non to the Estate of Mrs. Gertrude Violet Chippendale, sold conveyed and transferred the said Larger Premises unto and in favour of (1) Kesharshyam Constructions Private Limited, (2) Pawan Kumar Gupta, (3) Naveen Gupta, (4) Abhishek Gupta, (5) Manish Kumar Newar HUF and (6) Ashish Tibrawalla, absolutely and forever, in the following shares:

<b>Name</b>	<b>Share</b>
(1) Kesharshyam Constructions Private Limited	: 1/2nd
(2) Pawan Kumar Gupta	: 1/12th
(3) Naveen Gupta	: 1/12th
(4) Abhishek Gupta	: 1/12th
(5) Manish Kumar Newar HUF	: 1/8th
(6) Ashish Tibrawalla	: 1/8th

- Aii) By an Indenture of Gift dated 23<sup>rd</sup> November 2021, and registered in the office of the District Sub-Registrar IV, South 24 Parganas and recorded in Book No.I, Volume No.1604-2021, Pages 353350 to 353381 Being No.160409565 for the year 2021, the said Ashish Tibrawalla gifted his 1/8th undivided share in the said Larger Premises to his two sons namely (1) SuyashTibrawalla and (2) DevanshTibrawalla, in equal shares;

The share of the erstwhile owners in the said Larger Premises is as follows:

<b>Name</b>	<b>Share</b>
(1) Kesharshyam Constructions Private Limited:	1/2nd
(2) Pawan Kumar Gupta	: 1/12th
(3) Naveen Gupta	: 1/12th
(4) Abhishek Gupta	: 1/12th
(5) Manish Kumar Newar HUF	: 1/8th
(6) SuyashTibrawalla	: 1/16th
(7) DevanshTibrawalla	: 1/16th

- B. At the time of execution of the said Conveyance dated 14<sup>th</sup> August 2006, portions of the said Larger Premises were in occupation of two tenants namely Bathgate & Co. Ltd. and Pires's Private School (in short "the Erstwhile Tenants").
- C. The First Confirming Party therein (India Heritage Trust) had in the year 2006 instituted a Suit in the Court of the 2nd Civil Judge Junior Division at Alipore, being Title Suit No. 228 of 2006, claiming to have an agreement for purchase of the said Larger Premises, which suit was subsequently transferred to the Court of 1st Additional Civil Judge (Junior Division) at Alipore and renumbered as Title Suit No.73 of 2014. One Comfort India Limited was also making claims in respect of the said Larger Premises, which was duly settled as hereinafter recited.
- D. One Kanhaiyalal Gupta, was in occupation of a portion of the said Larger Premises and had instituted suits with regard thereto. The said Kanhaiyalal Gupta subsequently vacated and delivered possession of his occupied portion to the erstwhile owners and/or predecessors-in-interest on 21.12.2019 and all suits and proceeding were disposed of.
- E. On 21st August 2019, the said Erstwhile Tenants, Bathgate & Co. Ltd. and Pires's Private School (through ShaliniHingorani), the said Comfort India Limited and India Heritage Trust entered into an agreement with the then owners of the said Larger Premises being (1) Kesharshyam Constructions Private Limited, (2) Pawan Kumar Gupta, (3) Naveen Gupta, (4) Abhishek Gupta, (5) Manish Kumar Newar HUF and (6) Ashish Tibrawalla (collectively called the Owners), wherein it was agreed that the Parties thereto would resolve sort out and amicably settle all the issues and disputes and all disputes and litigations would either be withdrawn by the said Bathgate & Co. Ltd., Pires's Private School, Comfort India Limited and India Heritage Trust or be allowed to be decreed on compromise and they confirmed that no other dispute or proceeding was pending in any forum.

Simultaneously with the execution of the said Agreement 21st August 2019, the said Bathgate & Co. Ltd. and Pires's Private School surrendered their respective tenancies and handed over vacant and peaceful possession thereof to the erstwhile owners;

Further, under the said Agreement dated 21st August 2019, it was *inter alia* agreed as follows:

- a) With the approval of the Second Parties thereto namely said Bathgate & Co. Ltd., Pires's Private School, Comfort India Limited and India Heritage Trust, the Owners had appointed a developer namely Wellside Properties Pvt. Ltd. for constructing and erecting a residential cum commercial project at the said Larger Premises;
- b) The Second Parties thereto namely said Bathgate & Co. Ltd., Pires's Private School, Comfort India Limited and India Heritage Trust had inter se agreed that the benefit of the said agreement would be received by them through India Heritage Trust and thus requested the Owners to exclusively deal with the said India Heritage Trust in respect of the said Larger Premises for and on behalf of and for the benefit of the Second Parties. Accordingly, it was agreed between the Owners and India Heritage Trust that upon the said Larger Premises being developed by the developer appointed as therein mentioned, as consideration for the said surrender of tenancies and withdrawal of the litigations mentioned therein by the Second Parties in favour of the Owners, the Owners would pay to India Heritage Trust the net sale revenue of the saleable space for an area of 8000 Square Feet be the same a little more or less, inclusive of proportionate share in the common areas and two numbers of car parking spaces thereto in the proposed project on the said Larger Premises;

- c) The Second Parties thereto did and each of them did thereby confirm and assure the Owners thereto that they would not claim any other sum or make any other claim of any nature whatsoever in respect of the said Larger Premises in future;
- d) The Second Parties thereto did thereby confirm and assure the Owners thereto that the consideration agreed therein for withdrawing and/or settling the Suits therein mentioned on compromise was just and proper and they would not have any further claim or demand either monetary or of any kind of whatsoever nature against the Owners in future;
- e) India Heritage Trust did thereby agree to keep the Owners safe, harmless and indemnified from and against all actions, suits, loss, costs, charges, expenses, claims and demands whatsoever which may arise in future from the Second Parties thereto or in respect of the litigations which were then pending in respect of the said Larger Premises;
- e) If the Developer failed to complete the construction of the Project within the specified period, i.e. 4 (years) years from the date of commencement of the construction subject however to force majeure, in such event the Owners would be liable to transfer 40% (forty per cent) of the undivided share in the said Larger Premises unto and in favour of India Heritage Trust for and on behalf of the Second Parties thereto. The stamp duty, registration charges and all other costs and expenses for transferring the said undivided 40% share in the said Larger Premises would be paid, borne and discharged by India Heritage Trust.

F. Subsequently, the said Title Suit No.73 of 2014 was decreed on compromise on 24th December 2019 on the basis of the Agreement of Compromise dated 8th November 2019 made between the said India Heritage Trust as the Party of the First Part and the then owners of the said Larger Premises namely (1) Ashish Tibrawalla, (2) Kesharshyam Constructions Private Limited, (3) Pawan Kumar Gupta, (4) Naveen Gupta, (5) Abhishek Gupta and (6) Manish Kumar Newar HUF as the Owners of the Second Part.

Under the said Agreement of Compromise dated 8th November 2019, it was *inter alia* agreed as follows:

- a) The Parties thereto agreed on the development of the said Larger Premises through a developer to be appointed by the said Owners;
  - b) As consideration for withdrawal of the said Suit, the said Owners would, out of their allocation, pay to India Heritage Trust the net sale revenue of the saleable space for an area of 8000 Square Feet and proportionate share in car parking spaces in the proposed project at the said Larger Premises and India Heritage Trust would not make any other claim or demand;
  - c) India Heritage Trust would keep the said Owners saved, harmless and indemnified from and against all actions, suits, loss, costs, charges, expenses, claims and demands whatsoever which may arise in future from it, and other parties namely, Bathgate & Co. Ltd., Pires Private School, Comfort India Ltd., and other related entities of whatsoever nature or in respect of any other litigations which were then pending in respect of the said Larger Premises filed by parties named above and others and further confirmed and assured that if in future any claim or demand was received from the Owners then it would make good the same.
- G. The development of the said Larger Premises having failed to take place, India Heritage Trust and the said Owners arrived at an arrangement and agreed that in lieu and instead of the entitlement / receivables of India Heritage Trust under the said Agreement of Compromise dated 8th November 2019 and the said Agreement 21st August 2019, it was agreed that the said Owners shall sell and transfer the said Larger Premises, with the said Owners entitled to 60% of the

consideration and the India Heritage Trust entitled to 40% of the consideration, which 40% of the consideration shall be in full and final settlement and satisfaction of all entitlements claims and demands of India Heritage Trust under the said Agreement of Compromise dated 8th November 2019 and the said Agreement 21st August 2019 and shall also include all claims and demands of the said Bathgate & Co. Ltd., Pires Private School, Comfort India Ltd., and other related entities of whatsoever nature; and India Heritage Trust shall continue to be liable and responsible to keep the said Owners safe, harmless and indemnified from and against all actions, suits, loss, costs, charges, expenses, claims and demands whatsoever which may arise in future from it, and other parties namely, Bathgate & Co. Ltd., Pires Private School, Comfort India Ltd., and other related entities of whatsoever nature or in respect of any other litigations pending in respect of the said Larger Premises filed by parties named above and others and further confirms and assures that if in future any claim or demand was received from the said Owners then it would make good the same.

- H. By virtue of the Indenture of Conveyance dated the 15<sup>th</sup> March, 2024 registered in the office of the DSR-III, South 24 Parganas in Book No.I, Volume No.1603-2024, Pages 116546 to 116581, Being No.160304766 for the year 2024 made between (1) Kesharshyam Constructions Private Limited (2) Pawan Kumar Gupta (3) Naveen Gupta (4) Abhishek Gupta (5) Manish Kumar Newar Huf (6) SuyashTibrawalla and (7) DevanshTibrawalla as the Vendors, the Owners herein as the Purchasers, India Heritage Trust as the First Confirming Party and (1) (Smt.) CharulataNewar, (2) AvneeshNewarand (3) YashasNewaras the Second Confirming Parties,the Land Owners herein became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said **Larger Premises**, being **ALL THAT** the piece and parcel of land containing an area of **15 Cottahs 13 Chittacks** more or less, together with structures standing thereon or on the part thereof, situate lying at and being Municipal Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700 019, more fully described in the Schedule thereunder written, free from all encumbrances whatsoever.
- I. A portion of the said Larger Premises measuring \_\_\_\_\_ Cottahshas been gifted to the Kolkata Municipal Corporation for road widening and development and to be used by the public at large by a Deed of Gift dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ and registered with the \_\_\_\_\_ in \_\_\_\_\_, and consequent to such gift the area of the said Premises No.62/11, Ballygunge Circular Road(formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700 019, Borough-VIII, under Ward No.069, within the limits of The Kolkata Municipal Corporation stood at \_\_\_\_\_ Cottahs and the same is fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity called “the **said Premises**”.

**Annexure "A"**

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

- i) **ACT** shall mean the Real Estate(Regulation and Development) Act, 2016 (ActNo.XVIof 2016).
- ii) **RULES** shall mean the West Bengal Real Estate(Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PREMISES** shall mean **All That**piece and parcel of land containing an area of 15 Cottahs 13 Chittacks more or less situate lying at and being Municipal Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700 019, Borough-VIII, under Ward No.069, within the Kolkata Municipal Corporation(fully described in the **First Schedule**).
- iv) **PROJECT AND/OR BUILDING/S AND/OR NEW BUILDING/S AND/OR TOWER**shall mean and include the New ResidentialBuildingnamed "\_\_\_\_\_ ", proposed to be constructed by the Promoter at the said Premises, having a Ground Floor and 16 (Sixteen) Upper Floors already sanctioned,containing several independent and self-contained Flats/ Apartments and/or Units and/or parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same.The Allottee is aware that the Promoter may undertake construction of the Project in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed.
- v) **ALLOTTEES / UNIT-HOLDERS / CO-OWENRS** according to the context shall mean all the allottees / buyers who from time to time have purchased orhave agreed to purchase either from the Promoter or the Land Owners and taken possession of any Apartment / Unit in the Said Premises.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Apartment / Unit, exclusive greens / gardens attached to any particular Apartment / Unit, all Parking Spaces and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter and the Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.
- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Apartment / Unit Holders / Allottees in the Said Premises for the Common Areas and

Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Apartment / Unit Holders / Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- ix) **UNITS** shall mean the independent and self-contained flats / apartments and/or Units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / servant quarter(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto, which Common Areas and Installations are to be transferred to the Association as mandated by law.
- x) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces and/or mechanical parking spaces in or portions of the Buildings at the Premises, Basement, if any and also the open parking spaces in the open compound at the said Premises, and also the Multi-Level and Mechanical Car Parkings and parking areas covered by shed / canopy / glass cover / awning or any other form of cover, as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles.
- xi) **CARPET AREA** according to the context shall mean the net usable floor area of any Apartment / Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment / Unit;
- xii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Project (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Apartment / Unit).
- xiii) **CHARGEABLE / MAINTENANCE CHARGEABLE AREA/ SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Apartment / Unit **AND** shall include the proportionate share of the areas of the common areas in the Project and the Premises, attributable to such Apartment / Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Chargeable / Maintenance Chargeable Area / Super Built-up Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Apartment / Unit agreed to be purchased by the Allottee.
- xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Built-up Area of the said Apartment / Unit may bear to the Built-up Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Apartment / Unit ).
- xv) **SAID APARTMENT / UNIT** shall mean **the Residential Flat / Apartment bearing UnitNo. \_\_\_\_\_** on the \_\_\_\_\_ floor of the

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

- xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated \_\_\_\_\_ and \_\_\_\_\_ registered with the \_\_\_\_\_, Kolkata in Book-I, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_ Being No. \_\_\_\_\_ for the year \_\_\_\_\_ whereby the Land Owners appointed the Promoter as the developer of the said Premises;
- xvii) **ASSOCIATION** shall mean any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xix) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Apartment / Unit after fulfilling all his liabilities and obligations in terms of this agreement or 15 days after issue of notice by the Promoter to the Allottee to take possession of the said Apartment / Unit in terms of the said clause 7.2 and its sub-clauses irrespective of whether the Allottee takes actual physical possession of the said Apartment / Unit or not, whichever be earlier.
- xx) **ARCHITECTS** shall mean \_\_\_\_\_ of \_\_\_\_\_ or such other Architects as may be appointed by the Promoter from time to time for the Project;
- xxi) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, 2<sup>nd</sup>Floor, Kolkata 700001 appointed for the said Project at the said Premises;
- xxii) **PLAN** shall mean the plan for the time being sanctioned by the \_\_\_\_\_ vide Building Permit No. \_\_\_\_\_ dated \_\_\_\_\_, for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.

The Allottee also agrees and consents to the fact that in case at any time additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to

construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

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

**Annexure "B"**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Projectand in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association, as the case may be;
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
  - (d) to use their respective Flats / Apartments only for private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained;
  - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
  - (f) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
  - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
  - (i) not to claim any right title or interest whatsoever or howsoever over any unit or portion in the Projectsave their respective units.
  - (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
  - (k) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.

- (l) not to alter the outer elevation of the Building or the Project or any part thereof nor decorate the exterior thereof otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages, common shaft or duct or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment / Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Apartments / Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Apartments / Units to any other allottee of Apartment / Unit in the Building and none else.
- (q) In case any Open Terrace be attached to any Apartment / Unit, then the same shall be a property / right (as applicable) appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Apartment / Unit owned by such Allottee in the said Project);
  - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas*, etc.;
  - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.
- However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.
- (r) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;

- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Apartment / Unit, to any person, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Apartments / Units to any other owner of Apartment / Unit in the Building / Project and none else;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
  - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the said Project and the said Premises.
  - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter, the Land Owners and the Maintenance In-Charge with regard thereto.
- (s) In the event any Allottee has been allotted any store room, whether jointly with the Apartment / Unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store room only for the purpose of storage and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person(other than the co-owners/ occupiers in the Building / Project)such store room or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store room, independent of his Apartment / Unit;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Associationwith regard to the user and maintenance of the store room.
  - (iv) TheAllottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Land Owners, the Promoter and the Associationwith regard thereto.

- (t) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their respective units.
- (u) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (v) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas*, etc.
- (x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the Project including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- (y) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Municipal Authority, Kolkata Metropolitan Development Authority, CESC Limited / WBSEDCL, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter, the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- (z) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- (aa) not to fix or install air conditioners in their respective Apartments / Units save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent

to Rs. \_\_\_\_\_ per sq. ft., of the Carpet Area of such Allottee's Apartment / Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Apartments / Units approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Apartments / Units.

- (bb) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Apartment / Unit which in the opinion of the Promoter or the Association differs from the colour scheme of the Building or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the Building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs. \_\_\_\_\_ per sq. ft. of the Carpet Area of such Allottee's Apartment / Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Association, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Apartment / Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (cc) not to make in the Apartment / Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable for costs and consequences thereof, under civil criminal municipal and other laws, and shall indemnify the Promoter and the Land Owners for all losses damages costs claims expenses dues charges demands actions consequences and proceedings suffered or incurred by the Promoter or the Land Owners or any of them.
- (dd) to bear and pay and discharge exclusively the following expenses and outgoings, with effect from the Deemed Date of Possession / Date of Commencement of Liability:-
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to Municipal / Concerned Authority Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the authority proportionate share of all such rates and taxes assessed on the Premises;
  - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Land Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.
  - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Association shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate (calculated after factoring in the Distribution losses) at which the

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

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Apartment / Unit-Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.\_\_\_\_\_ per square foot per month of the Maintenance Chargeable/ Super Built-up Area of their respective units, with the Maintenance Chargeable / Super Built-up Area of the said Apartment / Unit being \_\_\_\_\_ Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter / Maintenance In-charge / Association at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
- (ee) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Ownersand/or the Association from time to time for the common purposes.
- (ff) the Allottee is aware that the Promoter has undertaken the construction of the said Project by following the norms and practices applicable to Green Buildings and the said Project has been granted pre-certified \_\_\_\_\_rating by Indian Green Building Council (IGBC). The Allottee shall remain bound to abide by the practices, norms, guidelines for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Project. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA /Pollution Control Board in relation to the operation and maintenance (O&M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project are duly and regularly observed, fulfilled and abided by the Allottee and the Association. Without prejudice to the above, the Allottee shall observe fulfill and comply with the following norms guidelines and conditions:
  - (i) If the Allottee installs any air conditioning machine in his apartment then it will be mandatory for him to use Non-CFC based AC units.
  - (ii) The Allottee shall compulsorily install the exhaust fan to use below mentioned rating fan unit for the said Apartment/ Unit:

Location	Floor Area	Minimum Airflow
Kitchen	_____	_____
Bathroom	_____	_____
_____	_____	_____
_____	_____	_____

- (iii) The Allottee shall compulsorily use the below mentioned paint over Putty or Gypsum in the said Apartment / Unit:

Type of Material	VOC Limit (g/L less water)
<b>Paints:</b>	
Non-flat (Glossy paints)	_____
Flat (Mat) paints	_____
Anti-corrosive/ anti-rust paints	_____
Varnish	_____
<b>Adhesives</b>	
Glazing adhesives	_____
Tile adhesives	_____
Wood adhesives	_____
Wood flooring adhesives	_____

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment / Unit or in the letterbox earmarked for the said Apartment / Unit.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
  - (i) disconnect the supply of electricity to the said Apartment / Unit;
  - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Apartment / Unit;
  - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Apartment / Unit.
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the

Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

**DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_**

**BETWEEN**

\_\_\_\_\_  
**... PROMOTER/ DEVELOPER**

**AND**

\_\_\_\_\_  
**... OWNERS / LAND OWNERS**

**AND**

\_\_\_\_\_  
**... ALLOTTEE/ PURCHASER**

**AGREEMENT FOR SALE**

(Apartment / Unit No. \_\_\_\_\_ on the \_\_\_\_\_  
Floor in the Building in the Project “ \_\_\_\_\_ ”)

**SARAOGI & COMPANY**

Advocates

7B Kiran Shankar Roy Road  
2B-G Punwani Chambers, 2<sup>nd</sup> Floor  
Kolkata # 700 001

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