

ANNEXURE 'A'

[See Rule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on the

_____ day of

_____, 20____,

BY AND BETWEEN

CASTINGS AND METAL PRODUCTS PVT. LTD., PAN - AABCC1231F, a non-functioning Company having its office at 122, B.T. Road P.O. Alambazar, P.S. Baranagar, Kolkata – 700035, represented by its Directors **1. SMT. TAPASREE CHAUDHURI, PAN – ACSPC0365L, AADHAAR – 6256 7449 9462**, daughter of Late Harendra Kumar Roy, by faith Hindu, by occupation Business, residing at 5N, Ram Mohan Mallik Garden Lane, P.O. & P.S. Belegghata, Kolkata – 700010, **2. SRI SOUMYADEEP CHAUDHURY, PAN – AFIPC9841A, AADHAAR – 7868 8649 8898**, son of Bikas Kusum Chaudhury, by faith Hindu, by occupation Business, residing at 5N, Ram Mohan Mallik Garden Lane, P.O. & P.S. Belegghata, Kolkata –

700010, **3. SRI SOURADEEP CHAUDHURY, PAN – AEOPC6208G, AADHAAR – 3810 6091 8622**, son of BikasKusumChaudhury, by faith Hindu, by occupation Business, residing at 10/3, B.T. Road, P.O. & P.S. Belghoria, Kolkata – 700056, **4. SMT. MITRA ROY, PAN – ADJPR7476F, AADHAAR – 4850 0525 1738**, daughter of Late Harendra Kumar Roy, by faith Hindu, by occupation Business, residing at 10/3, B.T. Road, P.O. & P.S. Belghoria, Kolkata – 700056 hereinafter referred to and called as the “**LANDOWNER/VENDOR**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include all its respective legal heirs, executors, representatives, administrators and/or assigns);

The Landowner/Vendor is represented by its constituted Attorney **SRI ASHA MUKUL GHOSH, PAN – AJOPG7658M, AADHAAR – 2200 2936 3520**, son of Sri KalyanGhosh, by faith Hindu, by occupation Business, residing at 40, Netaji Colony, P.O. Noapara, P.S. – Baranagar, Kolkata – 700090, sole proprietor of **M/S AKASH CONSTRUCTION**, having its office at 40, netaji Colony, P.O. Noapara, P.S. Baranagar, Kolkata – 700090, by virtue of a Development Power of Attorney, registered in the office of A.D.S.R. Cossipore Dum Dum and recorded in Book No. I,

Volume No. 1506-2022, Pages from 540881 to 540901, being No. 150616080 for the year 2022

AND

M/S AKASH CONSTRUCTION, a sole proprietorship firm, having its office at 40, Netaji Colony, P.O. Noapara, P.S. Baranagar, Kolkata – 700090, represented by its proprietor **SRI ASHA MUKUL GHOSH, PAN – AJOPG7658M, AADHAAR – 2200 2936 3520**, son of Sri Kalyan Ghosh, by faith Hindu, by occupation Business, residing at 40, Netaji Colony, P.O. Noapara, P.S. – Baranagar, Kolkata – 700090 hereinafter referred to as the →**PROMOTER/DEVELOPER**→ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

[If the Allotted is a company] _____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as

the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (PAN No. _____, Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the →Allottee→ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (PAN No. _____, Aadhar no.
_____) son of _____ aged about _____ for self and as
the Karta of the Hindu Joint Mitakshara Family known as _____ HUF,
having its place of business / residence at _____,
hereinafter referred to as the →Allottee→ (which expression shall unless repugnant
to the context or meaning thereof be deemed to include his heirs, representatives,
executors, administrators, successors-in-

interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Landowner Promoter and Allottee shall hereinafter collectively be referred to as the →Parties→ and individually as a →Party".

WHEREAS

A. by virtue of Decree passed in Civil Suit No. 55 of 1920, Smt. Krishna Bhabini Devi became the absolute owner of Land measuring 1 (one) bigha 6 (six) Cottahs at District 24 Parganas, Mouza Bonhooghly, J.L. no. 6, Touzi No. 3027, Khatian no. 41, Dag nos, 403, 404, 405, P.S. and Municipality Baranagar.

B. while the said Krishna Bhabini Devi seized and possessed the said property she, for diverse weighty reasons she sold out the said property to Arup Kumar Datta on 14.03.1944. The said Deed of Gift was registered in the Office of Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 15, Pages 186 to 191 being no. 742 for the year 1944

- C. by virtue of the said Deed of Gift, Arup Kumar Datta became the absolute owner of the said Land.
- D. while the said Arup Kumar Dattaseized and possessed the said land, he sold out the said Land on 20.01.1961 to Casting and Metal Products Pvt. Ltd. . The said Deed of Conveyance was registered in the office of Sub-Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 15, Pages 102 to 106 being no. 445 of the year 1961
- E. Castings and Metal Products Pvt. Ltd. became the absolute owner of the land measuring an area 26 Cottahs and 10 sq. ft. at MouaBonhooghly, J.L. No. 6, Touzi No. 3027, R.S. Khatian no. 41, L.R. Khatian No. 4422, R.S. Dag Nos. 403, 404, 405, L.R. Dag No. 2611, 2612, P.S. and Municipality Baranagar, Premises No. 122, B.T. Road, Kolkata – 700108 erstwhile Kolkata – 700035, District North 24 Parganas
- F. while Castings and Metal Pvt. Ltd. absolutely seized and possessed the said Land, the Directors of the Company mutated the name of the Company in the records of Baranagar Municipality and government authority.

G. business of the company already closed long back in such situation, the Landowner hereof with an object of having more gainful utilization of the said premises now, decided to develop the said land and building and are in search of an experienced developer to carry out the construction work with all financial responsibility.

H. the Promoter being engaged in the field of building/ promoting and construction and upon verification, scrutiny and due searching of all relevant papers and documents relating to the lawful right, bona fide interest and marketable title of the landowners in respect of the said premises, and having been fully satisfied with regard thereto approached Landowners with the proposal to undertake such development work by way of constructing the multi storied building on the First Schedule Property as per the plan sanctioned by the Baranagar Municipality after at its own cost and Landowners, being interested to the Proposal of the Promoter entered into a Development Agreement on 14.12.2022. The said **Development Agreement was registered in the Office of A.D.S.R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2022, Pages from 540843 to 540880, being No. 150616048 for the year**

2022. Landowners also executed a Development Power of Attorney on 14.12.2022 in favour Sri AshaMukulGhosh. The said **Development Power of Attorney was registered in the office of A.D.S.R. Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2022, Pages from 540881 to 540901, being No. 150616080 for the year 2022**

- I. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising multistoried apartment buildings and the said project shall be known as **‘AKASHDEEP’**("Project");
- J. 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 land on which Project is to be constructed have been completed;
- K. The Baranagar Municipality has granted the commencement certificate to develop the Project vide approval dated bearing no. -----
-----.
- L. The Promoter has applied for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority

M. The Allottee had applied for an apartment in the Project vide application

no. _____ dated _____ and has been allotted

apartment no. _____ having carpet area of _____

square feet, _____ type, on _____ floor in Block

_____ no. ("Building") along with garage/closed parking no.

_____ admeasuring _____ square feet in the

_____ floor, as permissible under the applicable law and of

pro rata share in the common areas ("Common Areas") as defined under

clause (n) of Section 2 of the Act (hereinafter referred to as the

→Apartment→ more particularly described in Schedule A and the floor

plan of the apartment is annexed hereto and marked as Schedule B);

N. The Parties have gone through all the terms and conditions set out in this

Agreement and understood the mutual rights and obligations detailed

herein;

O. _____ [Please enter

any additional disclosures/details]

P. 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;

Q. 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;

R. 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 [Apartment/Plot] and the garage/closed parking (if applicable) as specified in paragraph L;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph M; The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____) only ("Total Price") (Give break up and description):

Block No.	Rate of Apartment per square feet*
Apartment No.	
Type	
Floor	

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking – 1	Price for 1
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Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment]: 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 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of [Apartment] includes: 1) pro rata share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments

of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter may make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, or building, as the case may be, including construction on the roof of the building and in that case the Allottee shall not make any objection.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the

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 _____ 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of 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.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc.,

without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or

linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by

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

The Allottee has paid a sum of Rs _____ , (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '_____ ' payable at _____

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over

the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [Please insert

the relevant laws in force] and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1. Schedule for possession of the said [Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment], provided that such

Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within _____ 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 occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within _____ months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the

provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

7.3. Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2. the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. 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.

7.4. Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment] to the Allottees, it shall be the responsibility of the Promoter to hand over the

necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within _____ days of such cancellation.

- 7.6. Compensation –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment], with interest at the rate specified in the Rules within _____ days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession

of the [Apartment].

⚡ REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Landowner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment];

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any

legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

↳ EVENTS OF DEFAULTS AND CONSEQUENCES

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

- ↳1. Promoter fails to provide ready to move in possession of the [Apartment] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects
- ↳2. 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.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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 handing over of the possession of the [Apartment].

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

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and

refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within _____ months from _____.

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).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / 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 cost of such maintenance has been included in the Total Price of the [Apartment].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale 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, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days,

and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights

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

15.USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), 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 basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the

Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] 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], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or

Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after

he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment]/ at his/ her own cost.

14.1 ADDITIONAL CONSTRUCTIONS

The Promoter retains his right to make additions or to put up additional structure(s) on the roof of the Project and in such situation the Allottee shall not have any objection to the same.

14.2 PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/ Building] 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/Building].

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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/ plot/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], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 carpet area of the [Apartment] bears to the total carpet area of all the [Apartments] in the Project.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by

the Promoter at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____ .

30.NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s Akash Construction

_____ (Promoter Address)

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33.DISPUTE RESOLUTION

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____
(city/town name) in the presence of attesting witness, signing as such on the day first above written

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

(1) _____

(2) _____

At _____ on _____ in the Presence
of :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter :

(I) _____

Please affix
photograph
and sign
across the
photograph

(Authorized Signatory)

WITNESSES :

1. Signature _____ Name –

Address _____

2. Signature _____ Name –

Address _____

SCHEDULE A

DESCRIPTION OF THE PREMISES

ALL THAT piece and parcel of land measuring 26 Cottahs and 10 sq. ft. at MouaBonhooghly, J.L. No. 6, Touzi No. 3027, R.S. Khatian no. 41, L.R. Khatian No. 4422, R.S. Dag Nos. 403, 404, 405, L.R. Dag No. 2611, 2612, P.S. and Municipality Baranagar, Premises No. 122, B.T. Road, Kolkata – 700108 erstwhile Kolkata – 700035, District North 24 Parganas and butted and bounded as follows:-

ON NORTH : By passage leading to HaridhanDaw's Garden

ON SOUTH : By Premises No. 117, B.T. Road, Kolkata – 700035

ON EAST : By Premises No. 121, B.T. Road, Kolkata – 700035

ON WEST : By B.T. Road

SCHEDULE-B

DESCRIPTION OF THE APARTMENT AND COVERED PARKING PART- I

ALL THAT piece and parcel of one self-contained flat being **Flat No.**

_____ on the _____ **FLOOR** within the block _____

consisting of _____ BHK numbers of bed room, One drawing cum dining,

One Kitchen, Two Balcony, One Attached Toilet, One Common Toilet,

including proportionate share of stair case, and landing having total **Carpet**

area _____ **sq.ft.** and **Balcony area** _____ **sq.ft.** and **super built up area**

(referred as CAM area) _____ **sq. ft.** be the same a little more or less

and as specifically shown in the annex floor Plan with bordered red together

with undivided proportionate impartible share and interest in the land.

PART – II

ALL THAT right to use space for Car Parking in the Covered Parking

Area measuring _____ sq.ft. approx. for parking of one Car only;

Schedule C

(Payment Plan)

The Total Price of the Apartment is **Rs. _____**(Rupees
 _____ **Only**)(“Total Price”). The breakup and description of the

Total Price is as follows :-

Total Price of Apartment	
Apartment No. : _____	Type : _____BHK
Block : _____	Floor : _____ FLOOR
Cost of Apartment	Rs. _____

PAYMENT SCHEDULE

Sl. No	Payment Event	Apartment	Amount
1.	Booking Amount	20%	
2.	On commencement of Piling	10%	
3.	On completion of Ground Floor Slab Casting of the Booked Unit	10%	
4.	On completion of 2nd Floor Roof Casting of the Booked Unit	10%	
5.	On completion of 4th Floor Roof Casting of the Booked Unit	5%	
6.	On completion of 6th Floor Roof Casting of the Booked Unit	5%	
7.	On completion of 7th Floor Roof Casting of the Booked Unit	5%	
8.	On completion of Top Floor Roof Casting of the Booked Unit	5%	
9.	On completion of Flooring of the booked Unit	10%	
10.	On completion of the Booked Unit	10%	

11.	On Possession of the booked Unit	10%	
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SCHEDULE D**(SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE
APARTMENT)****1. Foundation:**

- i. Earthquake resistant RCC structure

2. Internal walls:

- i. RCC walls with putty finish

3. Exterior walls:

- i. Exterior walls with texture / high quality paint

4. Flooring -

- i. Digital Vitrified tiles in master bedroom
- ii. Digital Vitrified tiles in all floor area of the flats
- iii. Marble/granite/designer tiles in staircase, lobby and common areas.
- iv. Tiles in Balcony

5. Toilet-

- i. Anti-skid ceramic/vitrified tiles on floor

- ii. Designer ceramic tiles upto (door height) 6 ft. height on walls
- iii. Sanitary ware of Jaquar/American Standard or equivalent
- iv. CP fittings of Jaquar/American Standard or equivalent
- v. Electrical points for geyser and exhaust fan

6. Doors:

- i. Wooden frame with flush doors. (raw finish)
- ii. Main Doors – Flush door with skin and motorized lock

7. Windows:

- i. Anodized/powder coated aluminium windows

↩ Kitchen:

- i. Granite kitchen platform with stainless steel sink.
- ii. Vitrified tiles in all floor area of the flats.
- iii. Ceramic glazed tiles upto 4ft height above platform.
- iv. Electrical points for water filter, exhaust fan, micro wave

↪ Electricals

- i. AC points in living/dining and all rooms for split air-conditioners only
- ii. Geyser point in all bathrooms.
- iii. Cable/DTH, intercom connection in living/dining

- iv. adequate 16 amp and 6 AMP points.
- v. Fire resistant copper wires with MCB (Havells/Finolex or equivalent)
and modular switches (Anchor/Havells or equivalent)

SCHEDULE E

(AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT)

1. Facilities

- i. Swimming pool
- ii. AC community hall
- iii. AC Gymnasium
- iv. Indoor games room
- v. Children's Playing area
- vi. Recreation area for Senior Citizens

2. Power & Fire Safety

- a. 100% power back up for all common areas,
- b. State of art fire fighting equipment

3. Security

- i. 24 hours security
- ii. Closed circuit TV cameras for all common areas

4. Elevators

- i. 2 (Two) automatic elevators (Otis/Kone/Schindler/Iris) in each building

5. Social Infrastructure & Amenities

- i. Water Supply-
 - a. 24 hours water supply from deep tube wells

6. Temple

SCHEDULE F

(COMMON AREAS)

- 1. The foundation column, beams, supports corridors, lobbies, stairs, stairways,

entrance and exits.

2. Pump and motor with installation.

3. Common passage and common areas inside or outside the building.

4. Overhead tanks and water pipes and other common plumbing installations.

5. Electrical fittings, meters and fittings and fixtures for lighting the staircase and other Common Areas (excluding those that are installed inside any particular apartment)

6. Drains and sewers from each building to the municipality duct.

7. Water and sewerage evacuation pipes from the flat to drain sewers common to each building.

↩ Doors and windows on the staircase.

↳ Boundary walls including outside plastering of the walls of the said buildings and main gates.

10. Such other parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the said buildings as are easements of necessity for the buildings.

11. Lift, Stair, Lobby.

12. Temple

SCHEDULE G

(OBLIGATIONS AND COVENANTS OF THE ALLOTTEE)

1. In addition to the obligations provided elsewhere in the Agreement, the Allottee(s) covenants to comply with the provisions contained herein. The Allottee covenants the following :-

(a) to make timely payments of all amounts under this Agreement as per Payment Plan mentioned in Schedule C;

- (b) to pay registration charges, municipal taxes, water and electricity charges, land revenue and other charges as per Applicable Laws;
- (c) sign and deliver to the Promoter all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit from the electricity supply agency in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Unit and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Unit;
- (d) to provide other Allottees the right to easements and/or quasi-easements;
- (e) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Project not forming part of the Unit/Apartment or forming part of Common Areas or Limited Common Areas;
- (f) not use the Common Area immediately outside the Apartment for any purpose whatsoever;

- (g) not to question at any time the computation of the built-up area of the said Apartment/ Unit and not to raise any claim or demand in respect of the same under any circumstances whatsoever;
- (h) The Allottee shall have no connection whatsoever with other Allottees in the Project and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Allottees in the Project (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of all obligations and covenants under this Schedule irrespective of non-compliance by any other Allottee in the Project;
- (i) The Allottee may deal with or dispose of or alienate or transfer the said Apartment/ Unit post conveyance and handover of the physical possession of the said Apartment/Unit to the Allottee, subject to the following conditions :-
 - i. The said Apartment/ Unit shall be one lot and shall be impartible and indivisible and the same shall not and cannot be partitioned or dismembered in parts. In case of sale of the said Apartment/Unit in

favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

- ii. The transfer of the said Apartment/Unit by the Allottee shall not be in any manner inconsistent with the Deed of Conveyance to be executed between the Allottee and the Promoter and the covenants contained therein. The person(s) to whom the Allottee may transfer/alienate the said Apartment/Unit shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Allottee by law and/or by virtue of the Deed of Conveyance.
- iii. All the dues including outstanding amounts, interest, electricity charges, municipal and other taxes relating to the said Unit/Apartment payable to the Promoter/Maintenance Agency/Association of the Allottees and/or to any Government Authority are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer. The Allottee shall not claim any partition of the land comprised in the Project.

- iv. Notwithstanding anything contained elsewhere herein, the Allottee hereby consents and confirm not to raise any objection regarding the employees such as watchmen, security staff, caretaker, liftmen, sweepers etc. appointed by the Promoter/Maintenance Agency for maintenance of the Building, Common Area being employed and/or absorbed in the employment of the Association of Allottees with continuity of service on the same terms and conditions of employment subsisting with the Promoter/Maintenance Agency.
- v. The CAM Charges shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate CAM Charge.
- vi. in case of a delay in payment, to pay interest at the prescribed rate towards any of the amounts due or charges payable under this

Agreement;

- vii. to participate towards formation of Association
- viii. to take over physical possession of the Apartment after full payment of all amounts payable by the Allottee/s under this Agreement and completion of registration of the sale deed within the stipulated timeframe and in the manner mentioned in this Agreement;
- ix. to participate towards registration of this Agreement in respect of the Apartment, as and when the same may be required under the Applicable Laws, by handing over the executed copy of the Agreement to the Promoter for such purposes within the stipulated timeframe and in the manner as may be notified by the Promoter;
- x. to participate towards registration of the sale deed in respect of the Apartment within the stipulated timeframe and in the manner mentioned in this Agreement;
- xi. not default in payment of any taxes, charges, expenses, insurance or

levies to be proportionately shared by the other owners/lawful occupants;

- xii. not enter into any parallel arrangements for maintenance of the Project;
- xiii. not object to the use of Common Areas of the Project by the owners/lawful occupants of other Apartments in Project and for use by the occupants of other phases in the event of development of other phases;
- xiv. not at any time cause any annoyance, inconvenience or disturbance or injury to the other owners/lawful occupants of the Project;
- xv. not at any time alter split airconditioner position or outdoor units position provided inside the Apartment by the Promoter
- xvi. in the event airconditioning pipes go through rooms, halls, kitchen, toilets the charges/costs for installing such pipes shall be separately paid by the Allottee.
- xvii. not keep any cattle/live stock in the Apartment or in the Project and

Allottee/s shall keep all the pets confined within the Apartment and shall ensure that the pets do not create any nuisance/disturbance to the other owners/lawful occupants of the Project;

xviii. maintain at his own cost, the Apartment and the Unit earmarked to them, in a good condition, state and order and shall abide by all the laws and regulations of the Government, or/and any other duly constituted Authority from time to time in force, and be responsible for all notices or violations of any of the terms and conditions in this Agreement and/or bye-laws of the Association of Allottees;

xix. keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Land in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Buildings;

xx. not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Areas for the

purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;

xxi. maintain and/or remain responsible for the structural stability of the Unit and not to do anything which has the effect of affecting the structural stability of the Buildings and in case any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages for remedying/rectifying such deviation, breach, violation or default at its own costs within 7 days from being called upon to do so by the Promoter;

xxii. where the Allottee has taken any loan, it shall ensure that it shall make payment of interest and principal amounts as per the terms of the loan agreement entered into with the lender and shall keep the Promoter indemnified against any default or non-payment by the Allottee. Any default by the Allottee under the financing/loan/tripartite agreement shall constitute a default under this Agreement;

- xxiii. to pay to the Promoter or its nominated maintenance company/agency or Association of Allottees as the case may be, CAM Charges;
- xxiv. After handing over possession and execution and registration of conveyances of all the Apartments in the Buildings, the Promoter shall initiate steps for formation of the Association of Allottees. Any association, syndicate, committee, body or society formed by any of the Apartment owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Apartment owners or to raise any issue relating to the Buildings or the Premises and/or take over maintenance thereof. The maintenance of the Buildings shall be made over to the Association of Allottees and upon such making over the Association shall be responsible for the maintenance of the Buildings and the said Land.
- xxv. to sign all applications, papers, documents, agreements and other relevant papers and handover such documents to the Promoter , as required, in pursuance of the allotment and to do all acts, deeds and

things as the Promoter may require for the purpose of forming an Association of Allottees;

xxvi. not make any structural changes, changes in the internal design or changes on the external facade of the Apartment/Towers even after the execution of the deed of sale. More specifically, the Allottee/s shall not:

- a. dismantle any external wall or internal walls,
- b. change the elevation,
- c. change the position of internal walls,
- d. change the position of electrical switches and location of fittings which are fixed and not subject to any alteration,
- e. change the position of sanitary and kitchen fittings and fixtures which are fixed and not subject to any alteration, and
- f. use the external walkways and terraces for storage;

- xxvii. not open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof and not to change the design of balcony railings, window grills, not make any additions/alterations with respect to or concerning the electrical and water supply networks provided by the Promoter in concealed and exposed manner within the Apartment;
- xxviii. not use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- xxix. not separately claim right over any Common Area;
- xxx. not raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the Car Parking or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

- xxxi. not cover or make inaccessible the electrical, plumbing and other ducts inside the Apartment and allow the Promoter and/or the maintenance agency access to the same at all times upon reasonable notice. The requirement of notice shall however not be applicable in case of emergency or urgent repairs.
- xxxii. not claim any right of pre-emption or otherwise regarding any of the other Units/Apartments or any portion of the Buildings/Units/Apartments/Common Areas;
- xxxiii. The Promoter shall have exclusive right to use and enjoy the roof of Block – A being the building/buildings on the Western Side of the project and Promoter shall have right to use the said roof of Block – A for commercial and/or other purposes as his discretion and in that case the Allottee shall not demur or raise any objection against such usage at any point of time
- xxxiv. The Promoter shall have exclusive right to use and enjoy the passage

and/or open space on the Southern Side of the project and in that case the Allottee shall not demur or raise any objection against such usage at any point of time

xxxv. not divide, sub-divide or demolish any structure of the Apartment or any portion thereof or cause to make any new construction in the Apartment.

Further Allottee/s shall not use the Apartment for use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for the purpose it is being sold. Further the Allottee/s shall at all times co-operate with the owners/lawful occupants of the Project;

xxxvi. not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building or whereby any increased premium shall become payable in respect of the insurance;

xxxvii. draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and

pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners;

xxxviii. to dispose of garbage only at the points specified and/or indicated by the Promoter;

xxxix. after taking the possession, may make non-structural changes/aesthetical changes to the Apartment, subject to the prior approval and consent of the Promoter. However, it is hereby clarified that the Allottee/s shall not make any additions or alterations in the Apartment that may cause blockage or interruption in the smooth flow of common utilities and installations meant normally for common use and/or cause damage or encroachment on the structures of the Building or on the Project;

xl. to pay the Promoter, the proportionate share of all necessary sums expended by the Promoter for meeting all legal costs, charges and expenses, including professional and legal costs incurred by the Promoter in connection with formation of the Association of Allottees and for preparing its rules, regulations and bye-laws;

- xli. not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- xlii. not carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the Car Parking, if any or the Common Areas.
- xliii. not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment and the Car Parking, if any.
- xliv. not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the said Apartment/Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
- xliv. not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home

appliances.

xlvi. not install or keep or run any generator in the said Apartment and the Car Parking, if any.

xlvii. not install or operate any machinery or equipment except home appliances.

xlvi. not misuse or permit to be misused the water supply to the said Apartment.

xlix. not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

i. not hang or cause to be hung clothes from the balconies of the Said Apartment.

ii. not object to any fire safe equipment including fire sprinklers and air conditioning equipment being installed inside the said Apartment and/or the Common Areas, as per statutory requirements. The Allottee further

understands and agrees that as per the present statutory requirements/fire norms and Applicable Laws, the fire extinguisher pipe line/fire sprinklers might be installed inside the walls or ceiling of the Apartment as per the extant statutory requirements/fire norms and Applicable Laws and the Allottee shall not demur or raise any objection against such installation at any point of time. Furthermore, the Allottee agrees and understands that the Promoter shall not be liable to aesthetically conceal any such fire extinguisher pipes/ fire sprinklers installed inside the walls or ceiling of the Apartment and any work for concealment of such fire extinguisher pipe line/fire sprinklers inside the Apartment if so desired by the Allottee shall be done by the Promoter to the extent permitted under statutory requirements/fire norms and Applicable Laws at the sole expense of the Allottee.

- iii. The Promoter shall be entitled to deal with the Limited Common Area, if any, in such manner as it may deem fit and the Allottee shall not have any right to interfere in the same.

- liii. The Promoter shall have first charge and/or lien over the said Apartment and Unit for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter. Save and except the right of obtaining financial assistance for the purchase of the Unit as per this Clause, the Allottee shall not have any right or lien in respect of the said Unit till physical possession of the Unit is handed over to the Allottee after discharge of all dues to the Promoter with respect to the said Unit.
- liv. The Promoter shall be entitled to put hoarding/boards of their brand name (including any brand name the Promoter is permitted to use), in the form of neon signs, MS letters, vinyl & sun boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project and on the façade, terrace, compound wall or other part of the Buildings as may be developed from time to time and the Allottee shall not demur or object to the same. Any hoarding/boards, neon signs, MS letters, vinyl

& sun boards or any other branding/advertising material put by the Promoter in whatever form may be shall at all the times be maintained through the CAM Charges.

iv. The Promoter shall be entitled to permit and/or grant rights to third parties against payment of consideration/charges to the Promoter for setting up VSAT, Dish and/or other antennas and other communication and satellite systems on the Common Areas of the Buildings and neither the Allottees nor the Association of Allottees nor any entity shall be entitled to object to or hinder the same in any manner whatsoever. The representatives of such third parties shall be allowed entry into the Buildings or any other areas in the Project without any demur or protest whatsoever.

lvi. The exact location of the Car Parking, if any, allotted to the Allottee will be confirmed by the Promoter at the time of delivering possession of the Unit to the Allottee and such Parking Space shall be for the exclusive use and enjoyment of the Allottee and the Allottee shall not have any power and authority to transfer the same separately other than with the

Apartment allotted. Furthermore, the Allottee shall accept the Parking Space offered to the Allottee without any demur or objection.

lvii. The Allottees should ensure that they dispose off their garbage at places pre-determined by the Promoter or maintenance agency appointed by the Promoter.

lviii. The Allottees should provide access at all reasonable times to any maintenance agency whether appointed by the Promoter or Association of Allottees or otherwise for inspection of electrical, plumbing or other ducts inside the Apartment and the same should not be covered or made inaccessible in any manner.

lix. The Allottees should not utilise the Common Area for any personal purposes without the consent of the Association of Allottees.

MEMO OF CONSIDERATION

RECEIVED from the within named **Purchasers** the sum of **Rs.**

_____ **(Rupees**
 _____) **only** as detailed herein

below for proposed sale of the said Flat with facilities to enjoy **Parking** at
“AKASHDEEP”.

Pay Date	Mode	Instrument No	Instrument Date	Bank	Branch	Amount
TOTAL						

(Rupees _____) **only**

SIGNED, SEALED AND DELIVERED

BY THE PARTIES AT KOLKATA

IN THE PRESENCE OF:

1)

2)

SIGNATURE OF THE PROMOTER