

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this _____ day of _____, Two Thousand and Twenty Five

BY AND BETWEEN

BENGAL DCL HOUSING DEVELOPMENT COMPANY LIMITED (PAN [•]) a company within the meaning of the Companies Act, 2013 having its registered office at [•], P.O. [•], Police Station [•], Kolkata – [•], represented by its [•], [•], ([**PAN No.** [•]; **AADHAAR** [•]) son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata – [•], hereinafter referred to as the '**Promoter**' (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include their successors, successors in interest, and/or assigns) of the **FIRST PART**

AND

[•] (Aadhar No. [•] / (PAN No. [•]) son/daughter of [•], aged about [•], residing at [•], hereinafter referred to as 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, representatives and/or assigns) of the **SECOND PART**;

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

The Promoter and Allottee shall hereinafter collectively be referred to as the 'Parties' and individually as 'Party'

WHEREAS:

- A. The Promoter is the absolute and lawful owner of the property more fully described in **Part-I of the SCHEDULE A** hereto and delineated in the Layout Plan annexed hereto being "**Annexure A**" and shaded in [•] colour thereon (the "**Entire Land**"), which was purchased from time to time by way of various deeds which is more fully described in **Part IV of SCHEDULE A** hereto ("**Title Deeds**").
- B. The Entire Land is earmarked for development of an integrated real estate project in a phase wise manner, to be known as "**SAANVI**" or any other name that the Promoter may decide from time to time, comprising of various apartments, car parking spaces, common areas, amenities and facilities and commercial areas, organized into the following distinct clusters:

(i) **Mahua-Madhabi Cluster** (*For allottees in the Lower and Middle Income Group Category*)

The portion of the Entire Land containing by measurement an area of [•] acres (delineated in the Layout Plan annexed hereto being "**Annexure A**" and shaded in [•] colour thereon), to be developed with

multi-storeyed buildings/blocks of two types as follows:

- (a) **Madhabi Apartments** for the Lower Income Group (LIG); and
- (b) **Mahua Apartments** for the Middle Income Group (MIG);

together with internal roads, landscaped areas, utilities, amenities and installations, for the exclusive common use of the allottees of this cluster hereinafter collectively referred to as the “**Mahua-Madhabi Cluster Common Areas, Amenities, and Facilities**” and morefully described and particularly mentioned in **Part I of Schedule C** hereto.

- (ii) **Mallika Cluster (HIG)** *(For allottees in the Higher Income Group Category)*

The portion of the Entire Land containing by measurement an area of [•] acres (delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon), to be developed with multi-storeyed buildings/blocks namely **Mallika Apartments** and **TOGETHER WITH** internal roads, landscaped areas, utilities, amenities and installations, for the exclusive common use of the allottees of this cluster hereinafter referred to as the “**Mallika Cluster Common Areas, Amenities and Facilities**”, and morefully described and particularly mentioned in **Part II of Schedule C** hereto.

- (iii) **Neighbourhood Complex Cluster**

The portion of the Entire Land containing by measurement an area of [•] acres (delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon), to be developed by construction of multi-storeyed building to comprise of cultural and/or commercial facilities, and other amenities and facilities as may be decided by the Promoter in accordance with applicable laws. The constructed spaces or portions thereof in the multi-storeyed building may be transferred to a single entity or individual, or to multiple entities or individuals or may be retained or may be earmarked by the Promoter as common areas, amenities and facilities, for the use and enjoyment of any cluster(s), as the case may be, at the sole discretion of the Promoter. The commercial/or and cultural facilities in this Cluster shall be open for not only the allottees of the Project Saanvi but also for the public at large to enable the allottees and/or lessees and/or users, as the case may be, of such units to carry on with their business therefrom and shall not be a portion of any common areas exclusively for the use and enjoyment of the allottees of Project Saanvi.

(iv) **SAANVI Common Areas, Amenities & Facilities**

In addition to the aforesaid clusters, the Project shall include certain common areas, amenities and facilities, which are earmarked and meant for the use of allottees of all the aforementioned clusters and as more fully described and particularly mentioned in **Part III of Schedule C** (the “**SAANVI Common Areas, Amenities & Facilities**”).

- C. The Promoter has at the first instance caused a plan to be sanctioned by the Hooghly Zilla Parishad being building plan (Acknowledgement) No. HQ9F5J38 dated 10th April, 2025, (“**Plan**”), in respect of a portion of the Entire Land containing by measurement an area of 2.76 acres, hereinafter referred to as the “**Phase I Land**”, and more fully described and particularly mentioned in **Part II of Schedule A** hereunder, delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon, comprising of various residential buildings/blocks to be constructed in Mahua – Madhabi Cluster and Mallika Cluster. The proposed phase (“**Phase I/Project**”) shall comprise of the following:.

(i) Mahua-Madhabi Cluster

- (a) Madhabi Block: Construction of one multi-storeyed building comprising of 20 (twenty) units.
- (b) Part of the common areas, amenities, facilities of the Mahua-Madhabi Cluster forming part of Phase I earmarked for the exclusive use of allottees of Mahua-Madhabi Cluster. These common areas, amenities, and facilities shall form a part of the Mahua-Madhabi Cluster and shall upon completion of subsequent phases, may be integrated with the larger Mahua-Madhabi Cluster of the project ‘Saanvi’ and held for the exclusive use and enjoyment of all Mahua-Madhabi allottees only.

(ii) Mallika Cluster

- (a) Mallika Block: Construction of 3 (three) multi-storeyed buildings, each comprising 6 (six) Mallika units.
- (b) Part of the common areas, amenities, and facilities of the Mallika Cluster forming part of Phase I earmarked for the exclusive use of allottees of Mallika Cluster. These common areas, amenities, and facilities forming part of Mallika Cluster shall, upon completion of

subsequent phases, be integrated with the larger Mallika Cluster of the project 'Saanvi' and held for the exclusive use and enjoyment of all allottees of Mallika Cluster only.

- D. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the Phase I Land have been completed.
- E. The Promoter has duly intimated the Hooghly Zilla Parishad about commencement of construction of the Project vide its letter dated 8th August, 2025.
- F. The Promoter has obtained the final layout plan, specifications and approvals for the Project and the apartment or buildings thereon, as the case may be, from the Hooghly Zilla Parishad and agrees and undertakes that it shall not make any changes to these approved plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the Project with the Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 bearing Registration No. [•].
- H. The Allottee had applied for allotment of an apartment in the Project vide application No. [•] dated [•] and has been allotted Apartment No. [•] having carpet area of [•] square feet, along with balcony having area of [•] square feet, built up area of [•] square feet, and agreed chargeable area of [•] square feet, on the [•] floor in Block [•] ("**Building**") to be developed in accordance with the Specifications as mentioned in **Part II** of the **Schedule B**, hereto **TOGETHER WITH** the undivided and impartible share in the land beneath the Building **AND TOGETHER WITH** the right of exclusive use of Mahua-Madhabi Cluster Common Areas, Amenities and Facilities **AND TOGETHER WITH** the right to enjoy the common areas, amenities and facilities of Saanvi as and when they are constructed or made ready and fit for use ("**Saanvi Common Areas, Amenities and Facilities**", morefully described in **Part III** of **Schedule C** hereto) in common with the other allottees of Saanvi (hereinafter collectively referred to as the "**said Apartment**" morefully described in **Part I** of **Schedule B**). The layout of the said Apartment is delineated in [•] colour on the Plan annexed hereto and marked as **Annexure B**.
- I. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The additional disclosures/details agreed between the Parties are contained

herein. At or before execution of this Agreement, the Allottee has been made expressly aware and after considering what has been disclosed to the Allottee, the Allottee has acquainted himself/ itself and has understood without any reservation, the following:

(i) Development of the Entire Land or portions thereof

The Promoter shall have the sole and absolute discretion to develop the remaining portions of the Entire Land in such configuration, phases and sequence as it deems fit, subject to applicable laws and requisite statutory approvals.

(ii) Integration of Cluster Facilities

The Mahua-Madhabi Cluster Common Area, Amenities and Facilities, , shall be intergrated with those developed in subsequent phase(s) to form a part of Mahua-Madhabi Cluster in project 'Saanvi'.

Upon such integration, the portions forming part of Mahua-Madhabi Cluster Common Area, Amenities and Facilities and the future cluster facilities shall be held and maintained together for the exclusive use and enjoyment of all allottees/owners of the integrated Mahua-Madhabi Cluster in accordance with applicable laws, and shall eventually be handed over to the Mahua-Madhabi Cluster Association upon its formation ("**Association**").

(iii) All the subsequent phases of development ("**Phases**") on the Entire Land shall be construed as distinct and separate real estate projects within the meaning of the provisions of the West Bengal Real Estate (Regulation & Development), Act, 2016.

(iv) The proposed Neighborhood Complex Cluster as detailed above in Recital B above shall be developed as a separate phase on the remaining land containing by measurement an area of [•] square [•]. The Neighborhood Complex Cluster shall be open for public at large and shall not be exclusively for the use and enjoyment of the allottees and/or occupiers of Project Saanvi. The Allottee further agrees and hereby records its consent not to claim any rights over such Neighborhood Complex or on any part thereof, in any manner whatsoever and shall have no objection that the proposed Neighborhood Complex and the units therein being transferred and/or allotted by the Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, agents and the

public at large.

- (v) The Allottee has been made expressly aware that the Phase I Land and future development phases has been demarcated for the purpose of registration of the Project with the concerned authorities. Further, for the purpose of formation of association of the respective clusters, plinth area of the respective buildings of each cluster and the internal roadways of the respective clusters shall be declared to be the property in terms of the provisions of the West Bengal Apartment Ownership Act, 1972. The open area in the respective clusters shall be transferred to the respective association formed for such cluster, and all the other internal roads, access, and such other parts or portions not expressly meant for exclusive use of any cluster shall always be a component of Saanvi Common Areas, Amenities and Facilities and shall be transferred to the Federation upon its formation in accordance with applicable laws.
- (vi) It is mutually agreed that, upon completion of development of each cluster, the Promoter shall cause to form an association for such respective cluster in accordance with provisions of the Apartment Ownership Act, 1972 and convey to the Apartment Owners' Association of that cluster, the common areas, amenities and facilities specifically dedicated to that cluster, wherein the common areas shall be the remaining land arrived at after deduction plinth area of each of the buildings of such cluster from the total land in the cluster. Such conveyance shall be effected by execution and registration of the requisite deeds and declarations under the West Bengal Apartment Ownership Act, 1972, the West Bengal RERA Rules, 2017, and other applicable laws.
- (vii) That in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, if applicable, certain common areas and facilities may be kept as reserved for use of certain units or remain allotted to any unit to the exclusion of other units and shall be referred to as **"Limited Common Areas"**.
- (viii) That the Promoter shall be entitled to provide and designate certain common areas and facilities in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottees of certain apartments/units and to the exclusion of other allottees in the said Project (**"Limited Common Areas"**). The Allottee agrees to use only the Limited Common Areas (if any) specifically identified for the Allottee appertaining to the said

Apartment. The Allottee agrees not to use the Limited Common Areas identified for other allottees and hereby records its consent that the Allottee shall not object and/or have any claim of any nature whatsoever with respect to the Limited Common Areas identified for other allottees and/or the usage thereof.

- (ix) The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities and the Saanvi Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the allottees and occupants of apartments of all other phases with whom such Mahua-Madhabi Cluster Common Areas, Amenities and Facilities and the Saanvi Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and other allottees of apartments of all the other clusters shall also be entitled to use and enjoy the Entire Land forming a part of Saanvi Common Areas, Amenities and Facilities as and when the same is developed, and all benefits arising therefrom including the the entry, exits, roads, paths and passages of the Saanvi.
- (x) The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein are made in the view of the existing laws, rules and regulations governing such sale or transfer and are subject to changes or variations as the Promoter may deem fit or as may be directed by appropriate authorities. The Allottees herein agrees not to raise any objection thereto.
- (xi) The Allottee has been made aware and has unconditionally agreed that the other allottees and occupants of apartments of all the other phases of the development on the Entire Land or a part thereof and being declared by the Promoter to be a part of Saanvi shall have complete and unhindered access to all Saanvi Common Areas, Amenities and Facilities which are or may be meant or allowed by the Promoter for use and enjoyment by all such other third parties who shall be entitled to enjoy all such common amenities and facilities which are so intended by the Promoter for use of the occupants of Saanvi.
- (xii) The Allottee acknowledges and agrees that in the event the Promoter elects not to undertake development on any portion of the land earmarked for potential future development ("**Future Development**

Land"), the Allottee shall have no right, title, interest or claim of any nature whatsoever in or to such Future Development Land. Upon communication of such decision by the Promoter, the "SAANVI" Project shall, for all legal and practical purposes, be deemed to comprise only the buildings, common areas, amenities, facilities, and infrastructure actually constructed and made available as on that date. The Allottee further confirms and agrees that the Promoter shall have the sole and absolute right, in its discretion and subject only to applicable laws, to develop, alienate, transfer, or otherwise deal with the Future Development Land as a separate and independent project under any name or scheme, either on its own or through third-party developers, and in such manner and on such terms as the Promoter may deem fit.

- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all 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 as specified in Recital H hereinbefore.

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 said Apartment as specified in clause [•].
- 1.2. The composite price for the said Apartment based on carpet area is Rs. [•]/- (Rupees [•]only) ("**Unit Price**"), a sum of Rs. [•]/- (Rupees [•] only) towards Extra Charges ("**Extra Charges**"), and applicable Goods and Service Tax amounting to Rs. [•]/- ("**GST**") (hereinafter collectively referred to as the "**Total Price**") and morefully and particularly described in the **Part I of Schedule D** hereunder written.

In addition to the aforesaid Total Price, the following Deposits and Charges shall be paid to the Promoter as per the Payment Plan as contained herein:

- (a) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (b) Interest Free Sinking Fund amounting to Rs. [•]/- (Rupees [•] only).
- (c) Interest Free common area maintenance charges for 24 months @ Rs. [•]/- per sq. ft of the Agreed Chargeable Area of the Apartment amounting to Rs. [•]/-.

Notes:

The abovementioned sinking fund and common area maintenance charges shall be received by the Promoter on behalf of the ultimate Association (as hereinafter defined) and transferred by the Promoter to the Association upon its formation subject to the provisions of Clause 11 hereunder. Any extra cost over and above the rate mentioned above, if incurred by the Promoter at the time of installation of the transformer and electricity connection shall be charged proportionately.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment.
- (ii) The Total Price above includes applicable Goods and Service Tax ;
- (iii) The Total Price above includes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, CGST, SGST etc. and if any as per law, 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 said Apartment and/or execution of the Deed of Conveyance, whichever is later.

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. In case of any increase, the Promoter shall demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in **Part II of Schedule D** and shall be payable by the Allottee.

- (iv) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc.

have been imposed or become effective.

- (v) The Total Price of Apartment includes the cost of 1) the Apartment; and 2) right to use Mahua – Madhabi Cluster Cluster Common Areas, Amenities and Facilities.
- 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, costs/charges imposed by the competent authorities, the Promoter shall enclose details of 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 the **Part II of Schedule D** hereto ("**Payment Plan**").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discontinuing 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.
- 1.6. It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in respect of the said Apartment or building, as the case may be except, without the previous written consent of the Allottee. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7. 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 said Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum; from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet

area, allotted to Allottee, the Promoter may demand the increased amount 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 foot as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided and impartible share in the land underneath the Building and the right to use the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities and the Saanvi Common Areas, Amenities and Facilities. 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 applicable.
- (iii) That the computation of the Total Price of the said 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, costs of providing electric wiring, fire detection and firefighting equipment in the common areas, if provided, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.9. It is agreed that the Project is an independent self-contained Project covering the Phase I Land and is not part of any other project or zone and shall not form a part of and /or linked except for the benefit of the Allottee. It is clarified that all the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities shall be exclusively used and enjoyed by the allottees of the Mahua-Madhabi Cluster and the Saanvi Common Areas, Amenities and Facilities shall be available only for use and enjoyment of all the allottees, owners and occupants of the Saanvi.

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the said Apartment to the Allottee, the Promoter agrees to be liable, even after the

transfer of the property, to pay such outgoings, 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) including GST 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 which is payable, he shall be liable to pay interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum.

2. MODE OF PAYMENT

- 2.1. Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan hereunder or otherwise, through account payee local cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of [•] payable at Kolkata or in the manner mentioned in the demand/email. Outstation cheques shall not be accepted.

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, 1934 and the Rules and Regulations made thereunder or any statutory amendments) 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 shall be in terms of or in accordance with the provisions of the 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 of Bank of India, he/she may 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 regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under 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**

- 4.1. The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Project and the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities, as disclosed, and towards handing over the Apartment to the Allottee. The Saanvi Common Areas, Amenities and Facilities shall be completed only upon completion of development of the other phases of project Saanvi and the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities shall be completed by the Promoter before handing over of possession of the Apartment to the Allottee. Similarly, the Allottee shall make payments of all instalments and other dues payable by him/her in terms of this Agreement and meeting other obligations under the Agreement, time for fulfilment of which shall be the essence of this Agreement also

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

- 6.1. The Allottee has seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in **Annexure-1** to the Agreement, specifications, amenities and facilities of the Apartment as mentioned in the **Part II of SCHEDULE B** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Project in accordance with the said layout plans, floor plans and specifications,

amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws and this Agreement, 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 said Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment with all specifications, amenities and facilities of the said of the Project in place 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 said Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are 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 said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the 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 (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Apartment (the "**NOTICE OF POSSESSION**"), to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such Notice Of Possession and the Promoter shall give possession of the Apartment to the Allottee (the "**POSSESSION DATE**"). Provided that the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **SCHEDULE D** hereto and taking possession of the Apartment in terms of the Notice Of Possession and

making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within 3 (three) months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter /association of allottees, as the case may be. The Promoter shall offer the possession of the Apartment to the Allottee in writing within [•] days of receiving the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project.

- 7.3. **Failure of Allottee to take possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the said 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 said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the Possession Notice, the Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (**Deemed Possession**) and also pay liquidated damages to the Promoter at the rate of Rs. [•]/- (Rupees [•]) only per month or part thereof from the expiry of the time mentioned in the Possession Notice till such time the Allottee takes the physical possession of the said Apartment.
- 7.4. **Possession by the Allottee** – After obtaining the completion certificate and handing over physical possession of the said Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of 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 plus applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty five) 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

applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Apartment, with interest at the rate equivalent to the prevailing Prime Lending Rate of State Bank of India plus two percent per annum including compensation (if any) in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due. Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Phase I Land and has the requisite rights to carry out development upon the Entire Land and has absolute, actual, physical and legal possession of the Entire Land;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the Phase I Land. However in the event, the Promoter avails any construction loan from any financial institution by creating a mortgage in favour of such financial institution for securing the loan availed of by the Promoter for the purpose of development of the Project on the Phase I Land then in such event the Promoter shall cause such financial institution, if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the said Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) to release the said Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the said Apartment in favour of the Allottee and the Allottee will get the title of the Apartment

- free from all encumbrances;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Phase I Land or the said Apartment;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, and said 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, Phase I Land, buildings and apartment and the 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 be prejudicially 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 Phase I Land, and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
 - (viii) 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 right to use the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities together with the right to enjoy the Saanvi Common Areas, Amenities and Facilities, as and when the same are constructed/completed.
 - (ix) The said Apartment is not the subject matter of any HUF and to the best of the knowledge of the Promoter, no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
 - (x) 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 till the completion certificate of the Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be;
 - (xi) 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 Phase I Land) has been received by or served upon the Promoter in respect of the Phase I Land.

9. EVENTS OF DEFAULT 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) The Promoter fails to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the said Phase I within the stipulated time disclosed at the time of registration of the said Phase I with the Authority. 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.
- (ii) Discontinuance of the Promoter's business 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 of default by Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the 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 interest: or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the said Apartment, along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum within 45 (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 equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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 payment for 2 (two) consecutive demands made by the Promoter as per the Payment Plan, of any amount

due and payable by the Allottee under this Agreement despite having been issued notice in that regard, the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 on all unpaid amounts from the date the amount is payable by the Allottee.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

- 10.1. The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with right to use the Mahua-Madhabi Cluster Common Areas Amenities and Facilities and together with right to use the Saanvi Common Areas, Amenities and Facilities as and when completed, within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of 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:

- 11.1. 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 allottees. The cost of such interim maintenance has been included in the additional deposits as morefully mentioned in Clause 1.2 hereinbefore.
- 11.2. The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the said Apartment

proportionately as per the rates to be calculated on per square foot basis (of the agreed chargeable area of the said Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the association of allottees, as the case may be.

11.3. Separate Association for each Cluster: Each cluster forming part of project Saanvi shall have separate association of the apartment owners of such cluster. The association of the respective clusters shall be formed upon completion of the future development of the clusters. Upon formation of the associations of the apartment owners of the respective clusters in accordance with the provisions of the applicable laws, the Promoter shall transfer cluster common areas, amenities and facilities to the respective cluster associations.

11.4. Federation: In order to ensure the effective and proper management and maintenance of the Saanvi Common Areas, Amenities, Facilities, a federation shall be formed as provided under the applicable law, hereinafter referred to as the ("**Federation**"). This Federation will be the Apex Body with representation from all the cluster associations, in accordance with applicable laws, and on its formation shall be responsible for maintenance and upkeep of the Saanvi Common Areas, Amenities, Facilities that are shared between all clusters. Upon formation of the Federation, the Promoter shall transfer the Saanvi Common Area, Amenities and Facilities to the Federation along with the responsibility to maintain the same. It is clarified that the Saanvi Common Area, Amenities and Facilities shall be transferred to the Federation only after the completion of the entire development of real estate project Saanvi.

11.5. Saanvi Maintenance Charges: In addition to the respective maintenance charges payable by the Allottees in favour of their respective clusters, the Allottee shall pay in advance to the Promoter (including any agency nominated by it) or the Federation, as the case may be, such charges at such rate as may be decided by the Promoter from time to time by the 7th (seventh) of each month in advance without any abatement ("**Saanvi Maintenance Charges**") for the maintenance of the Saanvi Common Area, Amenities and Facilities.

The Saanvi Maintenance Charges may be revised by the Promoter or the Federation from time to time. So long as the maintenance of the Saanvi Common Area, Amenities and Facilities are not handed over to the Federation, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Saanvi Maintenance Charges for a period of 2 (two) years from the deemed date of possession of the Apartment has already been collected by the Promoter and is not included in the apartment cost. After the expiry of the said 2 (two) year period, the Allottee

shall be liable to pay the monthly Saanvi Maintenance Charges to the Promoter or it's nominated agency (ies), Association, as the case may be.

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 Allottee 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 said 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 the right of unrestricted access of all Common Areas, and all parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter / association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during 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 service areas, if any, as located within the Phase I, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per

sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

16.1. Subject to para [•] above, the Allottee shall, after taking possession, be solely responsible to maintain the said 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 said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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 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 Saanvi, buildings therein or common areas. The Allottee 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 said Apartment.

16.3. The Allottee shall plan and distribute his 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.

16.4. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), described in **Schedule E** below.

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

The Allottee is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the projects 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at his/her own cost. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), more fully described in **Schedule E** hereunder written.

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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement save and except as may be required to obtain construction finance, he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Apartment.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in 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 required by the provisions of applicable laws. 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, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the said Apartment (and this Agreement) in terms of this Agreement by the Allottee or the Promoter, as the case may be, in that event serving of notice for termination by the Promoter shall be sufficient to record cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder or in law and no further or other deed document or instrument shall be required to be executed or registered for this purpose and the Allottee expressly agrees to the same.

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 letters, correspondence, arrangements, whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.

23. RIGHT TO AMEND:

This Agreement may only be amended by 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations will go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

25.2. Failure on the part of the Parties 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), 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 respective clusters.

28. FURTHER ASSURANCES:

All 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, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter and registered at the office of the Sub Registrar at [•], in terms of para 22 hereinbefore. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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) _____

_____ (Promoter name) _____
_____ (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 Act and the rules and regulations made thereunder including other applicable 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 Authority appointed under the Act.

34. **DISCLAIMER:**

All terms and conditions mentioned hereinafter are as per the contractual understanding between the parties and are not in derogation of and/or inconsistent with the terms and conditions hereinbefore contained and/or the provisions of the Real Estate (Regulation and Development) Act, 2016 Act and the West Bengal Real Estate (Regulation and Development) Rules, 2021 and Regulations made thereunder.

35. **SCHEME OF DEVELOPMENT OF THE PROJECT AND THE RIGHTS OF THE ALLOTTEE:**

35.1. The Allottee is hereby made aware, and the Allottee hereby accepts and acknowledges and grants its consent that the Entire Land is earmarked for development of an integrated real estate project in a phase wise manner, to be known as “**SAANVI**” or any other name that the Promoter may decide from time to time, comprising of various apartments, car parking spaces, common areas, facilities and commercial areas, organized into the following distinct clusters:

(i) **Mahua-Madhabi Cluster** *(For allottees in the Lower and Middle Income Group Category)*

The portion of the Entire Land containing by measurement an area of [•] acres (delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon), to be developed with multi-storeyed buildings/ blocks of two types as follows:

- (a) **Madhabi Apartments** for the Lower Income Group (LIG); and
- (b) **Mahua Apartments** for the Middle Income Group (MIG);

together with internal roads, landscaped areas, utilities, amenities and installations, all dedicated to and for the exclusive common use of the allottees of this cluster.

(ii) **Mallika Cluster (HIG)** *(For allottees in the Higher Income Group Category)*

The portion of the Entire Land containing by measurement an area of [•] acres (delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon), to be developed with multi-storeyed buildings/blocks namely **Mallika Apartments** and **TOGETHER WITH** internal roads, landscaped areas, utilities, amenities and installations, all dedicated to and for the exclusive common use of the allottees of this cluster.

(iii) **Neighbourhood Complex Cluster**

The portion of the Entire Land containing by measurement an area of [•] acres (delineated in the Layout Plan annexed hereto being “**Annexure A**” and shaded in [•] colour thereon), to be developed by construction of multi-storeyed building to comprise of community and/or commercial facilities, and other amenities and facilities as may be decided by the Promoter in accordance with applicable laws. The constructed spaces or portions thereof in the multi-storeyed building may be transferred to a single entity or individual, or by multiple entities or individuals or may be retained or may be earmarked by the Promoter as common areas, amenities and facilities, for the use and enjoyment of any cluster(s), as the case may be, at the sole discretion of the Promoter. The commercial/or and cultural facilities in this Cluster shall be open for not only the allottees of the Project Saanvi but also for the public at large to enable the allottees and/or lessees and/or users, as the case may be, of such units to carry on with their business therefrom and shall not be a portion of any common areas exclusively for the use and enjoyment of the allottees of Project Saanvi.

(iv) **SAANVI Common Areas, Amenities & Facilities**

In addition to the foregoing clusters, the Project shall include certain common areas, amenities and facilities, as more fully detailed **Part III** of **Schedule C**. These shall be accessible for use by all allottees without conferring any exclusive rights on any individual allottee.

35.2. The proposed Neighborhood Complex Cluster as detailed above shall be developed as a separate phase on the remaining land containing by measurement an area of [•] square [•]. The Neighbourhood Complex Cluster shall be open for public at large and shall not be exclusively for the use and enjoyment of the assignees and/or occupiers of Project Saanvi. The Allottee further agrees and hereby records its consent not to claim any rights over such Neighbourhood Complex Cluster or on any part thereof, in any manner

whatsoever and shall have no objection that the proposed Neighbourhood Complex Cluster and the units therein being transferred and/or allotted by the Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, agents and the public at large.

35.3. The Allottee, is fully satisfied with the scheme of development of the project Saanvi as disclosed herein and hereby agrees not to raise any claims and/or objections in respect of the scheme of development.

35.4. The Allottee acknowledges that the Promoter proposes to develop the entire project, "Saanvi," in multiple phases. The Promoter is presently undertaking the construction and development of Phase I, and may, at its discretion and in due course, develop the remaining clusters of the Project on the balance portion of the Entire Land in one or more subsequent phases, as it may deem fit and proper, in accordance with the overall development plan

35.5. The Allottee hereby agrees and undertakes and records its consent, that the Promoter shall at its sole discretion be entitled to carry out development of the remaining portion of the Entire Land in such manner as it may deem fit and proper. The Allottee agrees that in the event the Promoter decides to carry out any future development on such remaining land, then the allottees and or occupiers of such future phases shall have the right to use, avail and enjoy the common areas, amenities and facilities reserved for the respective clusters (if any) together with the such portions of the Saanvi Common Areas, Amenities, Facilities as may be developed and/or made ready and fit for use. The Allottee grants it consent in this regard and agrees to not to raise any objection thereto.

35.6. The Allottee further agrees that, in the event the Promoter undertakes any future phases of Mahua-Madhavi Cluster on part of such remaining land, the allottees and/or occupiers of future phases of the Mahua-Madhavi Cluster shall have the right to use and enjoy the common areas and facilities of Mahua-Madhavi Common Area, Amenities and Facilities. All such allottees shall further have the right to use and enjoy the Saanvi Common Areas, Amenities, and Facilities, which are intended for common use across all phases of Saanvi. The Allottee expressly grants consent to such future shared usage and undertakes not to raise any objection, claim, or dispute in relation thereto.

The Allottee acknowledges and confirms that the development of various clusters forming part of the Project *Saanvi* shall be undertaken in a phased manner. Accordingly, the proportionate share of the Allottee in the common areas, amenities, and facilities appurtenant to each such cluster shall not be capable of being individually identified or transferred in favour of the Allottee until the completion of the development of all such common areas, amenities,

and facilities pertaining to the respective cluster. The Allottee further acknowledges that, in accordance with the applicable laws, the title to the common areas of each respective cluster shall be conveyed and transferred in favour of the association of allottees of such cluster. Upon such transfer of title in the common areas to the respective associations, the Allottee's undivided proportionate share therein shall be deemed to be in the ratio of the carpet area of the said Apartment to the aggregate carpet area of all apartments comprised within the said cluster. The Allottee hereby consents to such mode of determination of its share in the common areas and undertakes not to raise any claim, dispute, or objection in relation thereto, at any time, whether during or after the development of the project Saanvi.

35.7. All the Phases shall be construed as distinct and separate real estate projects within the meaning of the provisions of the West Bengal Real Estate (Regulation & Development), Act, 2016. However, Project and the future development on the remaining portion of the Entire Land (if any), shall be collectively referred to as project **Saanvi** and shall always be deemed to be a part of the real estate project Saanvi.

35.8. The Parties agree that the Phase I Land, and such portion of the land reserved by the Promoter as Saanvi Common Areas, Amenities and Facilities, , the remaining portion of the Entire Land shall not constitute any common areas and only the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities shall be conveyed to Association and the Saanvi Common Areas, Amenities and Facilities shall be conveyed to the Federation, in terms of the provisions of the West Bengal Apartment Ownership Act, 1972 and the Allottee agrees to pay pro rata share of the stamp duty and registration charges and the costs as may be payable in respect of such transfer of the Saanvi Common Areas, Amenities and Facilities to the Federation and for formation of the Association and Federation.

35.9. The Allottee has been made expressly aware that land forming part of Phase I Land and other phases has been demarcated only for the purpose of registration of the Project with the concerned authorities. Further, for the purpose of formation of association of the respective clusters, only the plinth area of the respective towers of each cluster shall be declared to be the property in terms of the provisions of the West Bengal Apartment Ownership Act, 1972. The open area in the entirety of the project Saanvi including the internal roads, access, and such other part not meant for exclusive use of any cluster shall always be a component of Saanvi Common Areas, Amenities, Facilities and shall be transferred to the Federation upon its formation in accordance with applicable laws. The Allottee hereby undertakes and grants its consent for the aforesaid and agrees not to raise any objections thereto.

- 35.10. The Allottee hereby gives unconditional consent to such an arrangement and undertakes not to raise any objection or claim to any portion of the Saanvi Common Areas, Amenities, and Facilities except as per the limited rights of access and use granted herein.
- 35.11. The Allottee herein is acquainted with and agrees that the Promoter shall be entitled to grant certain intending allottees in the Project the exclusive right to use and enjoy certain earmarked areas as Limited Common Areas of such allottees. The Allottee herein records his/her/its consent not to claim and or object to such arrangement being granted in favour of the other allottees in the Project and/or Project Saanvi. It is hereby expressly clarified that the Promoter holds absolute discretion in the demarcation of the Limited Common Areas, as well as in determining its usage and reserving access for specific individuals or groups, all at its sole discretion and the Allottee consents to the same.
- 35.12. The Allottee herein agrees that in the event the Allottee is granted the exclusive right to use and enjoy any space or any area as his Limited Common Areas, the Allottee shall use the same only for the purpose for which it has been allotted by the Promoter. The Allottee hereby records its consent that it shall allow unrestricted access to such Limited Common Area to the Promoter and/or the Association on its formation and/or any maintenance body including its men and agents, for the purpose of carrying out regular maintenance and upkeep of the building and/or any part thereof, as may be required by the Promoter and/or the Association on its formation and/or any maintenance body.
- 35.13. The Allottee agrees and undertakes that his right to enjoy the Mahua-Madhabi Common Areas, Amenities and Facilities and the Saanvi Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the allottees and occupiers of apartments of all other phases with whom such Mahua-Madhabi Cluster Common Areas, Amenities and Facilities and the Saanvi Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and other allottees of apartments of all the other clusters shall also be entitled to use and enjoy the remaining land forming a part of Saanvi Common Areas, Amenities and Facilities as and when the same is developed, and all benefits arising therefrom including the right to access of the Phase 1 and other Phases through the entry, exits, roads, paths and passages of Saanvi. . The Allottee hereby accords its consent, and agrees to not to raise any objections thereto.
- 35.14. The Allottee has been made aware, has unconditionally agreed, and hereby consents that the other allottees and occupants of apartments of all the other

phases of the development on the Entire Land or a part thereof and being declared by the Promoter to be a part of Saanvi shall have complete and unhindered access to all Saanvi Common Areas, Amenities and Facilities which are or may be meant or allowed by the Promoter for use and enjoyment by all such other third parties who shall be entitled to enjoy all such common amenities and facilities which are so intended by the Promoter for use of the occupants of Saanvi. The Allottee hereby accords its consent, and agrees to not to raise any objections thereto.

35.15. The Allottee agree and confirms that, the Promoter shall at any time be entitled to develop the future phases and/or to use/apply any part of portion of the access roads to use/access Project Land and/or the Entire Land and the other phases in such a manner as the Promoter may deem fit and proper. It being thus further clarified and the Allottee hereby agrees that the Allottee shall neither be entitled to nor shall make or raise or set up any claim, object, etc, to the aforesaid on any ground whatsoever, nor shall do, executed or perform any act, deed of any other thing which may in any manner whatsoever, obstruct/impeded/restrict/hinder the development and/or marketability etc. of the other phases on the Entire Land or any part thereof and the works related thereto.

35.16. The Allottee, hereby agrees and grants its consent, that in the event, the Promoter decides not to construct any future phases on the remaining portion of the Entire Land, reserved for future development, the allottees including the Allottee shall have no rights over the remaining portion of the Entire Land, and that project Saanvi shall for all purposes thereafter comprise of the constructed space together with common areas, amenities, facilities, as developed and provided till such date. The Allottee agrees that the Promoter shall be entitled to develop such portion of the Entire Land as a separate Project either through itself or through any other third party as it may deem fit and proper. The Allottee hereby agrees to not to raise any objections thereto.

35.17. The Allottee has been made expressly aware that the open parking spaces are a part of the Limited Common Areas as defined in Section 3(i) of West Bengal Ownership Act, 1972. The Allottee herein is acquainted with and agrees that the Promoter shall be entitled to grant certain intending allottees in the Project and/or in Project Saanvi, the right to use such open car parking areas being a part of Limited Common Areas of such allottees. The Allottee herein records its consent not to claim and or object to such right of use being granted in favour of the other allottees in the Project. The Allottee has also been made aware that the Promoter shall be entitled to grant exclusive right of use of demarcated garden space in ground floor of any units in the HIG Segment shall also be a part of the Limited Common Areas. The Allottee herein records its consent not

to claim and/or object to such right of use being granted in favour of the other allottees in the Project and/or in Project Saanvi.

35.18. The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Saanvi Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Promoter, their men and agents, the allottee(s) and occupants of the Project with whom such Saanvi Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and the allottee(s) and occupiers of the other apartments shall also be entitled to the Entire Land and all benefits arising therefrom.

35.19. The common areas shall be conveyed to the Association of the allottees of the Project along with the amenities and facilities meant for use of all allottees of the Project, which shall be formed upon obtaining the Completion Certificate in respect of the Project. The Allottee accepts and agrees to furnish the requisite pro rate share of the Stamp Duty and Registration Charges as may be assessed and payable in respect of such transfer of the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities to the Association.

35.20. The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above. The Allottee shall only have user rights in the Saanvi Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Saanvi Common Areas, Amenities and Facilities.

35.21. In relation to Clause 12 of this Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:

- (i) 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 Possession Date, save those as mentioned in clause 12.2 below, 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

applicable laws for the time being in force. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter or arising due to the Allottee making any changes or alterations in the said Apartment

- (ii) The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
 - (a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - (b) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - (c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - (d) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
 - (e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for

reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

- (f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
 - (g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
 - (h) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- (iii) The Allottee further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from: (i) misuse or negligent use; (ii) unauthorized modifications or repairs done by the Allottee (s) or its nominee(s)/agent(s); (iii) cases of force majeure; and (iv) failure to maintain the amenities/equipment's and accidents.
- (iv) The Allottee further agrees that the Promoter shall not be responsible or liable for any defect, deficiency, malfunction, repair, replacement, maintenance or servicing in respect of any equipment, appliance, installation, fixture, fitting or product that is covered under an Annual Maintenance Contract ("AMC") executed with any third-party service provider, or during the period of warranty including any extensions thereto, and any issues, claims or disputes in relation thereto shall be directly taken up by the Allottee with the concerned service provider under the terms of such AMC or warranty as the case may be, with the Promoter having no obligation, liability or responsibility in this regard.

35.22. In relation to clause 7.5 of this Agreement, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the total price then prevailing for transfer of the Apartment is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been

accepted by the Promoter, the Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter. Nothing contained in Clause 7.5 and this clause shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee. It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

35.23. In respect of clause 9.3 of the Agreement, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment, Project, and the Common Areas on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be. The Allottee simultaneous to the execution hereof, has granted a power of attorney in favour of the Promoter, granting it the right to execute, present and register the deed of cancellation

36. INTERIM MAINTENANCE PERIOD

36.1. During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall through itself or through a facility management company run, operate, manage and maintain both the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities and the Saanvi Common Areas, Amenities and Facilities. The costs and expenses incurred for such maintenance and management shall be recoverable from the Allottees on a proportionate basis, as determined by the Promoter.

36.2. The Allottee hereby agrees and consents that he/she shall be liable to pay maintenance charges and other outgoings from the Possession Date,

regardless of whether the Allottee has taken physical possession of the Said Apartment or not. If the Allottee fails to take possession within the period specified in the possession notice, the Apartment shall be deemed to have been handed over to the Allottee on the Possession Date for the purposes of this Agreement, and all obligations of the Promoter in respect of possession shall be deemed discharged. Further, the Promoter shall be entitled to levy holding charges at the rate of Rs. [•] per sq. ft. per month for the period of delay beyond the Possession Date, until the date on which the Allottee actually takes possession of the Said Apartment. If the Allottee fails to take possession within a further reasonable period after the possession date despite issuance of a final written notice by the Promoter, the Promoter shall have the right, at its sole discretion and without prejudice to its other rights and remedies, to terminate this Agreement. In such case, the Promoter shall refund the amounts received from the Allottee, after deducting applicable Cancellation Charges, holding charges, and other dues.

36.3. The Said Apartment shall be deemed to be at the sole risk and responsibility of the Allottee from the Possession Date. The Promoter shall not be liable for any loss, damage, theft, or deterioration of the Said Apartment or any fixtures, fittings, or installations therein occurring after the Possession Date.

36.4. The maintenance and management of Mahua-Madhabi Cluster Common Areas, Amenities and Facilities and the Saanvi Common Areas, Amenities and Facilities by the facility management company will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.

36.5. The Rules/ Bye Laws to regulate the use and maintenance of the Saanvi Common Areas, Amenities and Facilities and the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities shall during the interim maintenance period be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.

36.6. After the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

37. FORMATION OF ASSOCIATION

- 37.1. The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association ("**Association**"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the proportionate costs and expenses (including but not limited to payment of proportionate Stamp Duty and Registration charges payable) for (i) formation of the Association, and (ii) transfer of the Saanvi Common Areas, Amenities and Facilities to the Federation, including but not limited to stamp duty and registration costs, if any. The Allottee hereby irrevocably authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- 37.2. Upon formation of the Association of the respective clusters (i.e., Mahua-Madhabi Cluster, Mallika Cluster and Neighbourhood Cluster), the association of the respective clusters shall form the Federation in terms of the applicable laws.
- 37.3. The Allottee agrees and undertakes to pay to the association of apartment owners of the Mahua-Madhabi Cluster, such maintenance charges as may be determined by the association from time to time, which shall be calculated in proportion to the ratio of the carpet area of the said Apartment to the aggregate carpet area of all the other apartments within the Mahua-Madhabi Cluster. Such charges shall be payable towards the maintenance, repair, upkeep, security, and administration of the common areas, services, and facilities within the Mahua-Madhabi Cluster and shall be payable in the manner and within the timelines prescribed by the association.
- 37.4. In addition to the aforesaid, the association of apartment owners of respective clusters, shall further contribute, to the Federation for the maintenance of Saanvi Common Areas, Amenities, such charges as may be determined by the Federation from time to time. Such charges shall be computed in proportion to the ratio of the carpet area of the said Apartment to the aggregate carpet area of all apartments and/or units in all clusters forming part of the entire project Saanvi. The said charges shall be payable for the maintenance, upkeep, and management of Saanvi Common Areas, Amenities and Facilities.
- 37.5. Each apartment in Saanvi shall represent one (1) share, irrespective of the number of persons owning such Apartment. Further, in the event an apartment

is owned by more than one person, then the allottee whose name first appears in this Agreement shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association during the minority of the Allottee. A tenant or licensee of the allottee shall not be entitled to become a member of the Association.

37.6. Upon formation of the Association, the Promoter shall hand over the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the association of apartment owners within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “**Handover Date**”). Save as provided herein, on and from the Handover Date, the association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep the Promoter fully saved, harmless and indemnified in respect thereof.

37.7. The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be pooled into a Sinking Fund (“**Sinking Fund**”). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and common charges and expenses to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

- 37.8. The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards common charges and expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 37.9. The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- 37.10. The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the common charges and expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in Saanvi.
- 37.11. Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 37.12. Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 37.13. It has been agreed by the parties that the Association(s) of all the allottees of the respective clusters as and when the same is completed in its entirety shall own in common all common areas, amenities and facilities of such respective clusters together with all easement rights and appurtenances belonging thereto.

38. GENERAL COVENANTS

- 38.1. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Entire Land and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 38.2. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the said Apartment is situated;
- 38.3. The Allottee expressly agrees to bear and pay the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deed of Conveyance in respect of the Apartment in favour of the Allottee;
- 38.4. It is further clarified that in relation to Clause 6 and Clause 18 of this Agreement, the Allottee agrees, understands and acknowledges that during the course of construction of the Project/Phase I/and Saanvi, the sanctioned plan will be required to be re-validated/ re-sanctioned and the current plan may undergo certain modifications/alterations to make it more aligned to the needs of the allottee(s) / to use the FSI area available on that date without adversely affecting the right, title and interest of the Allottee (except variation in his interest in the share of the total land as explained in. E above) and the Allottee shall be deemed to have given his express and unequivocal consent to such proposed modification of the sanctioned plan.
- 38.5. In addition to Clause 7.2 of this Agreement, the Allottee expressly acknowledges, understands timely delivery of possession of the Said Apartment is of the essence of this Agreement and the Promoter undertakes to hand over possession of the said Apartment, along with the specifications, amenities, and facilities as agreed, on or before the Possession Date, subject to additional Force Majeure conditions, which shall mean any event or circumstance beyond the reasonable control of the Promoter, including but not limited to:
- (i) Acts of God such as flood, fire, cyclone, drought, earthquake, or any other natural calamity;
 - (ii) Epidemics or pandemics;
 - (iii) War, acts of terrorism, civil unrest, riots, or public disturbances;
 - (iv) Actions, delays, or orders of any Government, Court, Tribunal, or

- Statutory Authority affecting the Project;
- (v) Changes in applicable laws, rules, regulations, or governmental policies materially affecting the development of the Project;

In the event of a Force Majeure Event, the Promoter shall be entitled to a reasonable extension of time for handing over possession of the Said Apartment, proportionate to the period of delay caused by such Force Majeure Event. The Promoter shall notify the Allottee in writing of the occurrence of the Force Majeure Event and the estimated period of extension. If the Force Majeure Event continues for a period exceeding six (6) consecutive months, and the development of the Project becomes impossible or is permanently discontinued, then either Party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice to the other Party. Upon such termination, the Promoter shall refund all amounts received from the allottee towards the said Apartment, without interest or compensation, within ninety (90) days from the date of termination. Upon refund, the Allottee shall have no further claims, rights, or demands against the Promoter, and the Promoter shall stand fully released and discharged from all obligations and liabilities under this Agreement.

38.6. In respect of Clause 9.3 of this Agreement, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the said Apartment (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the said Apartment or Project or Saanvi or the Mahua-Madhabi Cluster Common Areas, Amenities and Facilities or the Saanvi Common Areas, Amenities and Facilities on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be. The Allottee further hereby expressly agrees that, simultaneously with the execution and registration of this Agreement for Sale, the Allottee will grant a specific irrevocable power of attorney in favour of the Promoter, granting power to the Promoter to execute and present for registration on his/her behalf the deed of cancellation in respect of the said Apartment. The power will however be invoked by the Promoter, only in case of default in terms of clause 9.3 above and the Allottee does not cooperate and present himself/herself for execution and registration of the deed of cancellation as aforesaid.

38.7. In relation to Clause 16, it is hereby clarified that the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed

by the Promoter/ association/maintenance agency and without causing any disturbance, to the other allottees of the building/Project/Saanvi. The building level 'house rules and regulations' applicable to allottees/lawful occupants of the Project, will be shared at the time of handing over possession of the apartments. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Project, the Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Apartment or the Project (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee.

- 38.8. That if the Allottee lets out or sells the said Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
- 38.9. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Apartment;
- 38.10. That the Allottee shall not use the said Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 38.11. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 38.12. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
- 38.13. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 38.14. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other

display materials on any part or portion of the common areas;

- 38.15. That the Allottee represents and warrants that it has inspected and understood the plans comprising the proposed sanctioned plan, building plans, specifications, of the said Apartment and has accepted the floor plan, payment plan and specifications, amenities and facilities described in this Agreement;
- 38.16. That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 38.17. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the building or in the said Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 38.18. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building, Project and Saanvi.

39. FUTURE EXPLOITATION

- 39.1 Notwithstanding anything contained herein, in the event the Promoter intends to continue development of the remaining portion of the Entire Land or in case of assignment of the remaining portion of the Entire Land to a third party Developer, then the Promoter /third party developer shall be entitled to revise and/or revalidate the Plan in order to enable the Promoter /third party developer to complete the development on the remaining portion of the Entire Land or in the event, the Promoter/third party developer decides not to construct any future phases on the remaining portion of the Entire Land, then the Phase I Land, and such portion of land used for development of the Saanvi Common Areas, Amenities and Facilities, and Mahua-Madhabi Cluster Common Areas, Amenities and Facilities, and the allottees of the Project shall have no rights over the remaining portion of the Entire Land. The Promoter/third party developer may at its own discretion carry out development thereon as a standalone separate project and the Allottee herein hereby accords its consent to such revision and/or revalidation of the Plan and also to such scheme of development as contained hereinbefore. Provided that the Promoter/third party developer may make such minor additions or alterations or such minor changes or alterations as per the provisions of the Act.
- 39.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee hereby records its consent and authorizes the Promoter to carry out modifications, additions and alterations within permissible and/or prevailing

norms regarding the construction and the specifications of the buildings, the common areas, the floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Kolkata Municipal Corporation. The Allottee records its consent to the such modifications.

39.3 In the event, the Promoter is entitled to utilize any additional FAR (Floor Area Ratio), the Allottee agrees and understands that such additional FSI/FAR shall be achieved only by way of vertical extension over the existing building. The Allottee hereby accords its consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the Entire Land which may be made available even after the Deed of Conveyance of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same.

40. NOMINATION BY ALLOTTEE WITH CONSENT:

40.1. The Allottee admits and accepts that after the lock in period as mentioned in Clause [•] herein and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) Lock-in Period:

The Allottee cannot nominate any third party before the expiry of a period of 24 (twenty four) months from the date of this Agreement.

(c) Prior Written Permission and Tripartite Agreement:

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) Nomination Fees:

The Allottee shall pay a sum calculated @ Rs. [•]/- per square foot of carpet area (Nomination Price) together with applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint

allottee or change of a joint allottee shall be treated as a nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

41. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

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

SIGNED AND DELIVERED by the
within named PROMOTER at Kolkata
in the presence of:

SIGNED AND DELIVERED by the

within named ALLOTTEE at Kolkata in
the presence of:

SCHEDULE - A

PART I

(ENTIRE LAND)

ALL THAT piece and parcel of land containing by measurement an area of 7.38 Acres (equivalent to 738 Satak) lying and situate at Mouza Ramnagar, J.L. No. 84, Ghanshyampur, under Baruipara – Paltagarh Gram Panchayat, P.O. Borui, P.S. Singur, District Hooghly, comprised in the following dags:

SI No.	Dag Nos.	Area In Satak
1	1706	25
2	1441 / 2555, 1699, 1700	10, 143,116
3	1710 & 1710/2217	108, 107
4	1691	4
5	1441 / 2555	10
6	1441 / 2555	10
7	1686 / 2764	3
8	1441 / 2555	10
9	1689 & 1690	2.47 & 2.75
10	1441 / 2555	20
12	1700	118
		689
13	532	24
14	532	25
		49
		738

and butted and bounded in the manner that is to say:

ON THE NORTH : By Dag No. 529

ON THE EAST : By Dag Nos. 1701

ON THE SOUTH : By Durgapur Express Way

ON THE WEST : By Dag No. 1441

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

**PART II
(PHASE 1 LAND)**

ALL THAT the piece and parcel of contiguous and adjacent land containing by measurement an area of 2.76 Acres lying and situate at Mouza Ramnagar, J.L. No. 84, Ghanshyampur, under Barui para – Paltagarh Gram Panchayat, P.O. Borui, P.S. Singur, District Hooghly, comprised in the following dags:

Dag No.	Area in Acres
1689 (P)	0.02
1690 (P)	0.03
1441/2555	0.60
1686/2764 (P)	0.03
1691 (P)	0.04
1699 (P)	0.66
1700 (P)	1.13
1706 (P)	0.25
Total	2.76 Acres

and butted and bounded in the manner that is to say:

ON THE NORTH : By Dag No. 1710

ON THE EAST : By Part Dag No. 1691, 1690

ON THE SOUTH : By Durgapur Express Way

ON THE WEST : By Dag No. 1441

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

**PART III
(TITLE DEEDS)**

SI No.	Deed Nos.	Dag Nos.	Area In Satak
1	808 of 2007	1706	25
2	815 of 2008	1441 / 2555, 1699, 1700	10, 143,116
3	856 of 2011	1710 & 1710/2217	108, 107
4	190302021 for the year 2017	1691	4
5	190302032 for the year 2017	1441 / 2555	10
6	190302065 for the year 2017	1441 / 2555	10
7	190302066 for the year 2017	1686 / 2764	3
8	190302067 for the year 2017	1441 / 2555	10
9	190302071 for the year 2017	1689 & 1690	2.47 & 2.75
10	190302699 for the year 2017	1441 / 2555	20
12	190300758 for the year 2018	1700	118
			689
13	01398 for the year 2010	532	24
14	01399 for the year 2010	532	25
			49
			738

SCHEDULE - B

PART I
(SAID APARTMENT)

DESCRIPTION OF THE APARTMENT

Residential Apartment No [•] having carpet area of [•] square feet, along with balcony having area of [•] square feet, built up area of ____ square feet, and agreed chargeable area of [•] square feet, on the [•] floor in Block [•] ("**Building**"), to be developed in accordance with the Specifications as mentioned in **Part II** of the **Schedule B**, hereto **TOGETHER WITH** the undivided and impartible share in the land beneath the Building **AND TOGETHER WITH** the right to exclusive use of the common areas, amenities and facilities of the Mahua-Madhabi Cluster in common with other allottees of this cluster, **TOGETHER WITH** the right to use the Saanvi Common Areas, Amenities, and Facilities.

The lay out of the Apartment is delineated on the Plan annexed hereto and bordered in colour Green and Yellow respectively thereon.

PART II
SPECIFICATIONS OF THE APARTMENT

Sl. No.	Particulars	Specifications
1	Structure	RCC framed structure
2	Wall	External – AAC Blocks/ Brick Internal - AAC block/ Brick
3	Door	Frame - wood Shutter - Flush Door with SS hinge
4	Window	Aluminium glazed
5	Flooring	Living, Dining & Rooms - Vitrified Tiles
		Balcony - Antiskid Tiles
		Terrace – Antiskid Tiles
		Kitchen

		Counter - stone Floor - Tiles dado above counter – Ceramic Tiles
		Toilet floor - Antiskid Tiles Dado – Ceramic Tiles
6	Internal Wall finishes	White cement Putty
7	External Finishes	Weather coat paint
8	Electrical	Concealed wiring with pvc switches
9	Toilet Fixtures Fittings	Vitreous CP Brass

SCHEDULE – C

PART I

(MAHUA-MADHABI CLUSTER COMMON AREAS, AMENITIES AND FACILITIES)

1. Land containing by measurement an area of [•] acres forming part of the Mahua-Madhabhi Cluster;
2. Internal roadways of Mahua-Madhabhi Cluster;
3. Entry lobby of blocks;
4. Common lobbies in all floors;
5. Staircases and Munties;
6. Passage for entrance of respective blocks;
7. Passage to approach common areas;
8. CCTV surveillance cameras, firefighting detection system and appurtenances, TV network at strategic location installed in the Mahua-Madhabhi Cluster;
9. Pump(s);
10. Electric Meter Space;
11. Space for WBSEDCL equipment;

12. Septic Tanks;
13. Overhead Water Tank(s);
14. Gate(s)
15. DG set(s);
16. Lifts and their accessories installations and spaces required;
17. Roof of respective blocks; and
18. Service ducts.

PART II

(MALLIKA CLUSTER COMMON AREAS, AMENITIES AND FACILITIES)

1. Land containing by measurement an area of ____ acres forming part of the Mallika Cluster;
2. Internal roadways of Mallika Cluster;
3. Entry lobby of blocks;
4. Common lobbies of all blocks in all floors;
5. Staircases and mummy;
6. Passage for entrance of respective blocks;
7. Passage to approach common areas;
8. CCTV surveillance cameras, firefighting detection system and appurtenances, TV network at strategic location installed in the Mallika Cluster;
9. Pump(s);
10. Electric Meter Space;
11. Electric/Utility space;
12. Septic Tanks;
13. Gate(s);
14. Overhead Water Tank(s);
15. DG set(s);
16. Lifts and their accessories installations and spaces required;
17. Roof of respective blocks; and
18. Service Ducts

PART III

(SAANVI COMMON AREAS, AMENITIES & FACILITIES)

1. Entry and exit gates of the project 'Saanvi';
2. Security room(s) at the main entrance gate;
3. Common toilet at the main entrance gate;

4. Common store room at the main entrance gate;
5. Electrical meter room;
6. DG set(s);
7. Underground water tank(s) and pump(s);
8. Boundary fence between all clusters;
9. Water Treatment Plant;
10. Sewerage Treatment Plant;
11. Transformer and common electric meter;
12. CCTV surveillance cameras;
13. Garbage Room; and
14. Fire pump, Underground Fire water reservoir, pipes/all appurtenances along with all mechanical and electrical installations.

SCHEDULE – D

Part I **EXTRA CHARGES**

(A) Extra Charges:	Amount (Rs.)
Legal Documentation Charges	
Association formation Charges	
Registration Charges	

Part II **PAYMENT PLAN**

The Total Price shall be paid by the Allottee in the following manner:

Sl.	Payment Description	Percentage
1.	Application Money	10%
2.	At execution hereof	25%
3.	On completion of Foundation of Building	7.5%
4.	On completion of Ground Floor Roof Casting of Building	7.5%
5.	On completion of 1st Floor Roof Casting of Building	7.5%
6.	On completion of 2nd Floor Roof Casting of Building	7.5%
7.	On completion of 3 rd Floor Roof Casting of Building	7.5%
8.	On completion of 4 th Floor Roof Casting of Building	7.5%
9.	On completion of Brickwork of Said Flat	7.5%
10.	On completion of Flooring of Said Flat	7.5%+ Interest Free Sinking Fund
11.	On or before Possession of Said Flat	5%+ Interest Free Common Area Maintenance Charges

SCHEDULE - E

COVENANTS:

1. Allottee's Covenants:

The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

1.1. Allottee is aware of construction finance availed by the Promoter and requirement of NOC:

- (a) The Allottee is aware and acknowledges that the the Allottee is required to obtain a prior written consent / permission / No Objection Certificate from [•] for creation of any encumbrances on the said Apartment while availing

of Housing Loan or otherwise in respect of the said Apartment.

- (b) The Allottee agrees and undertakes not to create any encumbrances over the Said Apartment till such time a consent / permission / No Objection Certificate in writing is received from the respective financial institution expressly permitting such creation.

1.2. Allottee is aware of and satisfied with common amenities and facilities and specifications:

- (a) The Allottee, upon full satisfaction and with complete knowledge of the common amenities, facilities and specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with Saanvi and has agreed that the Allottee shall neither have nor shall claim any right over any portion of Saanvi save and except the said Apartment.

1.3. Allottee to mutate and pay rates & taxes:

- (a) The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of [•], and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

1.4. Allottee to pay maintenance charge:

- (a) The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

1.5. Charge/Lien:

- (a) The Promoter shall have first charge and/or lien over the said Apartment 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 provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

1.6. No rights of or obstruction by Allottee:

- (a) All open areas in the Phase I/Saanvi proposed to be used for open car parking spaces shall form a part of the Limited Common Areas and the Promoter is entitled to permit the right to exclusive use of such car parking areas in favour of the intending allottees.
- (b) All open car parking spaces earmarked for visitor and common car parking use shall be deemed to be common areas for the enjoyment of all the allottees in the Project.

1.7. Obligations of Allottee: The Allottee shall:

- (a) Co-operate in management and maintenance:
Co-operate in the management and maintenance of the common areas facilities and amenities by the Promoter /Association (upon formation), as applicable.
- (b) Observing Rules:
Observe the rules framed from time to time by the Promoter /Association (upon formation) for the beneficial common enjoyment of the common areas, facilities and amenities.
- (c) Paying Electricity Charges:
Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.
- (d) Meter and Cabling:
Be obliged to draw electricity 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 other apartment owners. The main electricity meter will be installed only at the space designated for common meters. The individual electricity meter for the said Apartment shall have to be installed by the Allottee at the designated space provided by the Promoter, and all requisite fees, deposits and charges in connection therewith shall be borne and paid solely by the Allottee, and shall not be the liability of the Promoter. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter /Association (upon formation).
- (e) Residential Use:
Use the said Apartment for residential purpose only. Under no

circumstances shall the Allottee use or allow the said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- (f) Maintenance of the said Apartment:
Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the said Apartment, at the cost of the Allottee.
- (g) Use of Common Toilets:
Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (h) Use of Spittoons / Dustbins:
Use the spittoons / dustbins located at various places in the Project.
- (i) No Alteration:
Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment.
- (j) No Structural Alteration and Prohibited Installations:
Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the building and/or on any external part of the building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- (k) No Air Conditioning Without Permission:

Not to install any window air-conditioning units anywhere in the said Apartment and to install the indoor units of the air-conditioning at such spaces as provided by the Promoter for such purposed without prior permission of the Promoter. The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.

- (l) No Collapsible Gate:
Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.
- (m) No Grills :
Not install any grill on the balcony verandah.
- (n) No Sub-Division:
Not to sub-divide the said Apartment and the Common Areas, under any circumstances.
- (o) No Change of Name:
Not to change/alter/modify the name of the building from that mentioned earlier in this Agreement.
- (p) No Nuisance and Disturbance:
Not to use the said Apartment or the common areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (q) No Storage:
Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the common areas.
- (r) No Obstruction to Promoter /Association:
Not to obstruct the Promoter / Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the building, Phase I and/or other clusters by way of various phases, and selling or granting rights to any person on any part of the said Building.
- (s) No Obstruction of Common Areas:

Not to obstruct the pathways and passages of the common areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(t) No Violating Rules:

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(u) No Throwing Refuse:

Not to 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.

(v) No Injurious Activities:

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the said building, the common areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(w) No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the common areas, and the building.

(x) No Signage:

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said 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 said Apartment.

(y) No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(z) No Installing Generator:

Not to install or keep or run any generator in the said Apartment.

(aa) No Misuse of Water:

Not to misuse or permit to be misused the water supply to the said

Apartment.

(bb) No Damage to Common Portions:

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(cc) No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the said Apartment.

(dd) No Smoking in Public Places:

Not to smoke in public areas of the building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

(ee) No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

(ff) No Littering:

Not to throw or allow to be thrown litter in the common areas of the said building/phase/project/Saanvi.

(gg) No Trespassing:

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

(hh) No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

(ii) No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

(jj) No Animal Slaughter

Not to kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Apartment, Building and/or the Project Land and/or the Entire Land or on any portion thereof, under any circumstances whatsoever.

(kk) No Covering of Common Portions:

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(ll) To pay Goods & Service Tax:

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(mm) Pets

Birds or animals or any other pets shall not be kept or harboured in the common areas. In no event, shall any animals and/or pets be permitted on elevators or in any common

1.8. Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

1.9. No Right in Other Areas:

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Phase, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases of the Project.

2. Promoter's Covenants:

The Promoter covenants with the Allottee and admits and accepts that:

2.1. No Creation of Encumbrance:

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

DATED THIS DAY OF , 2025

BETWEEN

BENGAL DCL HOUSING DEVELOPMENT COMPANY
LIMITED

... Promoter

AND

(_____)
... Allottee

AGREEMENT FOR SALE

Fox & Mandal
Solicitors & Advocates
206, AJC Bose Road,
Kolkata