

### **AGREEMENT FOR SALE**

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

### **BY AND BETWEEN**

**(1) Lalit Kumar Khetawat (PAN: AFCPK5724N), AADHAAR (7039 3914 4580)** son of Late Prahlad Rai Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(2) Surendra Kumar Khetawat (PAN AFCPK5719H/AADHAAR (3257 1402 4535))** son of Late Prahlad Rai Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700 020, **(3) Jayshree Khetawat (PAN AFCPK5723M/ AADHAAR 8493 8904 4946)** wife of Lalit Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(4) Hem Khetawat Alias Hemlata Khetawat (PAN AFCPK5720J/AADHAAR 6974 5702 9197)** wife of Surendra Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(5) Bharat Roadways Transport Limited (PAN AABCB0199D)** a company within

the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700020, **(6) Divyank Khetawat (PAN AXWPK0166C/AADHAAR 2721 7569 5833)** son of Lalit Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(7) Harshit Khetawat (PAN AUBPK2669L/AADHAAR 3179 5811 7800)** son of Surendra Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, **(8) AARPEE Housing Development Private Limited (PAN AACCA7248P)**, a company within the meaning of the Companies Act, 1956, having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700020, **(9) PRK Projects Private Limited (PAN AAFCP6578E)**, a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.S. Bhowanipore, Kolkata – 700020, **(10) AARPEE Trading And Holding Private Limited (PAN AACCA5974E)**, a company within the meaning of the Companies Act, 1956, having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Kolkata – 700020, **(11) PRK Infrastructures Private Limited (PAN AAFCP6404M)**, a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700020, **(12) PRK Developers Private Limited (PAN AAFCP6404M)**, a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700 020, **(13) AARPEE Infrearealty Limited (PAN AAJCA9629H)** a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700020, **(14) Rameswara Nirmaan Limited (PAN AAECR6396M)** a company within the meaning of the Companies Act, 1956, having its registered office at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700020, **(15) AARPEE Niket Limited (PAN AAJCA9628G)** a company within the meaning of the Companies Act, 1956 having its registered office at 19A, Sarat Bose Road, P.O. - Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700020, **(16) MANUJ KHETAWAT (PAN ARLPK3532H/AADHAAR 4034 7591 9070)** son of Lalit Kumar Khetawat, residing at 19A, Sarat Bose Road, P.O. Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, collectively represented by their Constituted Attorney **ANANDVANN DEVELOPERS LLP (PAN ACGFA6388P)**, a Limited Liability Partnership Firm within the meaning of the

Limited Liability Partnership Act, 2008 having its registered office at 19A, Sarat Bose Road, P.O.- L R Sarani, P.S.- Bhawanipore, Kolkata- 700020, duly authorized by way of **POA No.** 160310160 for the year 2025, Registered in Book No. I, Volume No. 1603-2025, Pages from 265207 to 265236, dated 19/05/2025 duly registered at District Sub Registrar - III, represented by its Designated Partner, [•], (**PAN No.** [•]; **AADHAAR** [•]) son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata – [•], hereinafter collectively referred to as the **‘Owners’** ( which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include their legal heirs, executors, administrators, successors, successors in interest, representatives and/or assigns) of the **FIRST PART**

**AND**

**ANANDVANN DEVELOPERS LLP**, (LLP IN: ACI-8008, PAN: ACGFA6388P) a Limited Liability Partnership Firm within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 19A, Sarat Bose Road, P.O.- L R Sarani, P.S.- Bhawanipore, Kolkata- 700020 represented by its Designated Partner, [•], (**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 its partners for the time being and such other person or persons who may be admitted as the partners thereof and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND 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 **THIRD PART**;

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

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the **‘Parties’** and individually as **‘Party’**

**WHEREAS:**

- A. The Owners are the absolute and lawful owners of the property more fully described in the **Part-I of the SCHEDULE-B** hereto and delineated in the Plan/Map annexed hereto and bordered in red thereon (the **"Project Land"**). The devolution of title of the Owners to the said Project Land is described in **Part II of the Schedule B** hereunder written.
- B. The Owners and the Promoter have entered into a Joint Development Agreement dated [•] and registered with the [•] in Book No. I, Vol No. [•], Pages [•] to [•] being Deed No. [•] for the year 2024 (hereinafter referred to as **"the said Joint Development Agreement"**) for development of a real estate project on the Project Land. The Owners have also granted a Power of Attorney dated [•] to the Promoter (hereinafter referred to as **"the said Power of Attorney"**) to act in their place and stead and to represent them in all matters and purposes concerning the said proposed real estate project on the Project Land. The said Power of Attorney was caused to be registered with the [•], in Book No. I, Volume No. [•], Pages [•] to [•], Being No. [•] for the year 2024.
- C. The Project Land is intended for the purpose of development of an integrated real estate project thereon called "Anandavann" to consist as per the present sanctioned plan, a B+G+21 storeyed building consisting of three Wings, wherein a portion of the 5<sup>th</sup> floor and the 6<sup>th</sup> to 21<sup>st</sup> floors shall consist of residential apartments alongwith such areas, amenities and facilities which are earmarked for the exclusive use of the allottees and/or occupiers of the residential segment and more particularly described in **Part I of the Schedule D** hereunder written (hereinafter referred to as the said **"Residential Common Areas, Amenities and Facilities"**) (collectively hereinafter referred to as the said **"Residential Segment"**) and the ground and 1<sup>st</sup> floors shall consist of commercial spaces/units, together with the car parking spaces on the 1<sup>st</sup> floor (hereinafter collectively referred to as the said **"Commercial Segment"**). The 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors shall be used as car parking spaces for the Residential Segment. The 5<sup>th</sup> floor shall contain some residential apartments and shall also contain certain common areas, amenities and facilities forming part of the Residential Common Areas and Amenities; In addition to the aforesaid, the Project Land shall also be developed to comprise of

other built-up areas or spaces and other common areas, amenities and facilities, which are earmarked and meant for the use of both the allottees of the said Residential Segment, and the said Commercial Segment and more particularly described in **Part II of the Schedule D** hereunder written (hereinafter referred to as the said “**Project Common Areas, Amenities and Facilities**”) and as may be modified with sanction of the [•] hereinafter collectively referred to the as the said “**Project**”. Further, the Owners have identified a portion of the Project Land on the southern side of the Project Land hereinafter referred to as the “**Relocation Area**” wherein the Owners/Promoter intend to construct a G+4 storied residential building together with common areas, amenities and facilities earmarked for the exclusive use of the existing occupants of the Project Land and other allottees (“**Relocation Common Areas, Amenities and Facilities**”) and such development on the Relocation Area is hereinafter referred to as the “**Relocation Segment**”.

- D. The Parties are fully competent to enter into this Agreement and all formalities with respect to the right, title and interest of the Owners and the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- E. The Promoter has obtained the sanction of a single integrated building plan proposing development and construction of the Project and the Relocation Area from the Kolkata Municipal Corporation being B.S. No. 2025010018 dated 19/05/2025 (“**Plans**”). All approvals for the proposed Project and the Relocation Area and also for the apartment/units and the building, as the case may be, have also been obtained by the Promoter.
- F. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on [•] under registration No. [•].
- H. The Owners and the Promoter have already informed the Allottee that they intend to revise the Plan in terms of applicable laws, to which the Allottee has given and agrees to give further consent as and when called upon, and on obtaining such revised plan

from the Kolkata Municipal Corporation, the Promoter shall carry out construction in terms of such revised building plan. The Promoter agrees and undertakes that it shall not make any changes to the Plans save and except the modification and/or changes as approved under Real Estate (Regulation & Development) Act, 2016.

- I. The Allottee has applied for allotment of a commercial unit in the Project vide application No. [■] dated [■] and has been allotted Unit No.[■], Tower/Wing [■], having carpet area of [■] square feet, more or less, built up area of [■] square feet, more or less, with an exclusive open terrace adjoining the Unit containing a built up area of [■] sq ft (50% of the same shall be constituted as chargeable area) amounting to Agreed Chargeable Area of [■] sq. ft. , on the [■] floor together with the right to park [■] medium-sized car(s) in the Parking Space No. [■] containing by measurement an area of [■] sq ft as permissible under applicable laws, ("**said Parking Space**") all morefully mentioned in **Part – I** of the **Schedule C** hereto, and hereinafter collectively referred to as the "**said Unit**", to be developed in accordance with the Specifications as mentioned in **Part – II** of the **Schedule C** hereto **TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project as and when they are constructed or made ready and fit for use, **AND** the layout of the said Unit and the said Parking Space is delineated in Green colour on the Plan annexed hereto and marked as **Annexure "1"**.
- J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The additional disclosures/details agreed between the parties are contained herein. On 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/ themselves and has understood without any reservation, the following:

- (i) That the proposed project shall comprise of 3 (three) Wings including two segments being the Residential Segment and the Commercial Segment in B+G+21 storeyed building wherein portion of the 5<sup>th</sup> to 21<sup>st</sup> floors shall consist of residential apartments alongwith such areas, amenities and facilities which are earmarked for the exclusive use of the allottees and/or occupiers of the residential segment (the said **“Residential Common Areas, Amenities and Facilities”**) (collectively hereinafter referred to as the said **“Residential Segment”**) and the ground and 1<sup>st</sup> floors shall consist of commercial spaces/ units, together with the car parking spaces on the 1<sup>st</sup> floor (hereinafter collectively referred to as the said **“Commercial Segment”**). The 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors shall be used as car parking spaces for the Residential Segment. The 5<sup>th</sup> floor shall contain some residential apartments and shall also contain certain common areas, amenities and facilities forming part of the Residential Common Areas and Amenities. In addition to the aforesaid, the Project Land shall also be developed to comprise of other built-up areas or spaces and other common areas, amenities and facilities, which are earmarked and meant for the use of both the allottees of the said Residential Segment, and the said Commercial Segment being the said **“Project Common Areas, Amenities and Facilities”** and as may be modified with sanction of the [•] hereinafter collectively referred to as the said **“Project”**. In addition to the Project, for the purpose of development of an integrated real estate project, the Owners have identified a portion of the Project Land on the southern side of the Project Land hereinafter referred to as the **“Relocation Area”** wherein the Owners/Promoter intend to develop the Relocation Area by developing and constructing a G+4 storied residential building thereat, together with common areas, amenities and facilities earmarked for the exclusive use of the existing occupants of the Project Land and other allottees (**“Relocation Common Areas, Amenities and Facilities”**) and such development on the Relocation Area is hereinafter referred to as the **“Relocation Segment”**. The Allottee hereby records its consent to the construction of such Relocation Segment and hereby agrees not to raise any objection and/or claims thereto.

- (ii) Certain amenities and facilities such as swimming pool, gymnasium, lounge area along with such areas, amenities and facilities, being a part of the said Residential Common Areas, Amenities and Facilities, which are earmarked for the exclusive use of the allottees and/or occupiers of the Residential Segment and their guests is proposed to be set up on the 5<sup>th</sup> floor (Club) as per the Plan. Notwithstanding anything contained in this Agreement, the Allottee understands and accepts that the Promoter, at its sole discretion, shall be entitled to change the location of the aforesaid amenities and facilities to be provided in the said Club, and the Promoter shall further reserve the right to vary the same at its sole discretion in the best interest of the project without any objection or claims from any Allottee herein.
- (iii) The Allottee expressly acknowledges, affirms, and undertakes that certain amenities and facilities, including but not limited to the \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and the \_\_\_\_\_, which are forming part of the Residential Common Areas, Amenities, And Facilities and/or Project Common Areas, Amenities, And Facilities, shall also be used jointly and in common by the Relocation Segment and shall continue to remain so at all times, irrespective of any change in circumstances, ownership, management, or control.
- (iv) It is clarified and agreed that the Allottee, whether individually or jointly with others, shall not object to, obstruct, or interfere with the access, use, operation, or maintenance of the aforementioned amenities and facilities. The Allottee further agrees that all costs relating to their operation, upkeep, repair, or replacement shall be borne solely by the allottees of the Project, as determined by the Promoter or the Association of Allottees, without any claim for reimbursement or contribution from users of the Relocation Segment. The Allottee expressly waives any right to raise objections or claims in this regard.
- (v) The ground and 1<sup>st</sup> floors shall consist of commercial spaces/ units, and the allottee(s) of such Commercial Segment shall have the exclusive use of the Commercial Segment along with the pro rata right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottee(s) of the Residential Segment and the Commercial Segment of the Project. However

allottee (s) of the Commercial Segment shall not have any access to the common roof of the building, the Relocation Common Areas, Amenities and Facilities, the Residential Segment, the Residential Common areas, Amenities and Facilities including but not limited to the proposed Club, which shall be used and enjoyed only by the allottees and/or occupants of the Residential Segment and their guests. The Allottee having understood the same, hereby accords his/her/ its consent to the proposed scheme of development and undertakes not to raise any claims and/or objections thereto at any time hereafter.

- (vi) That the proposed Commercial Segment shall be open for public at large and shall not be exclusively for the use and enjoyment of the allottees and/or occupiers of the Project. The Allottee further agrees and hereby records its consent not to claim any rights over such Commercial Segment or on any part thereof, now or any time in the future even after formation of their Association, in any manner whatsoever and shall have no objection that the proposed Commercial Segment 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, for such specific purpose.
- (vii) It is strictly agreed that the occupants of the Relocation Area, shall have a separate ingress and egress to their residential Relocation Area and shall not have any rights whatsoever in the Residential Segment, the Commercial Segment and all common areas of the Project save and except the right to ingress and egress to their respective units therein. The Promoter shall segregate, to the extent possible, the Project Common Areas, Amenities and Facilities and the Relocation Area and the Relocation Common Areas, Amenities and Facilities, to ensure that the management and maintenance of the Project can be handled independently by the Association on formation. It is recorded herein and the Allottee is aware that the Relocation Area and the Relocation Common Areas, Amenities and Facilities shall not be maintained by the Promoter and/or the Association on formation and the occupiers of such Relocation Area shall be responsible to carry out their own maintenance.

- (viii) 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 apartments or remain allotted to any apartment to the exclusion of other apartments and shall be referred to as “Limited Common Areas and Facilities”.
- (ix) That save & except those expressed or intended by the Promoter to form part of the Project Common Areas, Amenities and Facilities and the Residential Common Areas, Amenities and Facilities as defined herein and in the Schedules hereunder written, no other part or portion of the said Project shall be claimed to be part of the Project Common Areas, Amenities and Facilities, and/or the Residential Common Areas, Amenities and Facilities by the Allottee either independently or in common with any other allottee.
- (x) 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 limited apartments/units and to the exclusion of other allottees in the said Project (“**Limited Common Areas And Facilities**”). The Allottee agrees to use only the Limited Common Areas and Facilities (if any) specifically identified for the Allottee appertaining to the said Unit. The Allottee agrees not to use the Limited Common Areas And Facilities identified for other allottees and hereby records its consent that the Allottee does not have any claim of any nature whatsoever with respect to the Limited Common Areas And Facilities identified for other allottees and/or the usage thereof. It is hereby expressly clarified that the Promoter holds absolute discretion in the demarcation of the Limited Common Areas and Facilities, as well as in determining its usage and reserving access for specific individuals or groups, all at its sole discretion.
- (xi) That the Project contains open, covered and multi-level parking spaces as per sanctioned plan (Car Parking Areas), which are not forming part of the Project Common Areas, Amenities and Facilities, and the Residential Common Areas, Amenities and Facilities as defined herein and which can be used for parking of

motor cars ("**Car Parking Spaces**"). For a regulated and disciplined use of these Car Parking Spaces, the Promoter has reserved rights to identify the use of parking spaces by the allottees in these Car Parking Spaces exclusively to the allottees who need the same and apply for the same and the Allottee shall not raise any objection with regard thereto. The Allottee is also acquainted that open parking spaces are a part of the Limited Common Areas and Facilities. The Allottee herein is acquainted with and agrees that the Promoter shall be entitled to grant to certain intending allottee(s) such Car Parking Spaces (including the open parking spaces as a part of the Limited Common Areas and Facilities of such allottees). The Allottee herein records its consent not to claim and or object to such allotment being granted in favour of the other allottees in the Project.

- (xii) That the Allottee has conducted his/her/ its own due diligence and has satisfied himself/herself/itself on the title of the Promoter to the Project Land and has taken independent legal advice on the scheme of development as aforesaid and has accepted the same and also hereby agrees and covenants not to raise any objection thereto or make any requisition in connection with the Carpet area, Built Up Area, and the Agreed Chargeable Area of the Said Unit in any manner whatsoever.
- (xiii) The Allottee has also inspected the Plans presently sanctioned by the Kolkata Municipal Corporation and is also aware that the Promoter intends to revise the said Plan, to which the Allottee has given and agrees to give further consent as and when called upon and the Allottee hereby agrees and covenants not to raise any objection with regard thereto.
- (xiv) The Allottee has also inspected the roads, passages, area, localities and general atmosphere surrounding the Project and consents to full satisfaction of the same and shall not raise any objection or make any demand/request to change the name/character of the same in the future.

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 Unit together with the perpetual irrevocable right to use and enjoy the Project Common Areas, Amenities and Facilities (as and when ready) in common with the other allottees of the Project subject to the terms and conditions contained herein.

**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 Unit as specified in Recital G hereinbefore.
- 1.2. The Price for the said Unit based on carpet area is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards Extra Charges, and applicable Goods and Service Tax amounting to Rs. \_\_\_\_\_/- (hereinafter collectively referred to as the “**Total Price**”) and morefully and particularly described in the **Part I of Schedule E** 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) Cost of Electricity Meter payable on actuals;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;

- (c) Interest Free Sinking Fund amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
- (d) Interest Free common area maintenance charges for 12 months @ Rs. \_\_\_\_/- per sq. ft of the Agreed Chargeable Area of the said Unit amounting to Rs. [•]/-.
- (e) Refundable Interest free corporation tax deposit @Rs. \_\_\_\_/- per sq. ft. of the Agreed Chargeable Area of the Unit amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

Notes:

The abovementioned sinking fund and common area maintenance charges shall be received by the Promoter on behalf of the ultimate Maintenance Body (as hereinafter defined) and transferred by the Promoter to the Maintenance Body 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 Unit.
- (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, CSGT, 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 Unit 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 E** 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 said Unit includes the cost of 1) the right to use and enjoy the Project Common Areas, Amenities and Facilities; and (2) the right to park car in the said Parking Space (s)/ as provided in the Agreement.
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- 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 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 shall make the payment as per the payment plan set out in **Part II of Schedule E ("Payment Plan")**.
  - 1.5. The Promoter may allow, in its sole discretion a rebate for early payments of installments payable by the Allottees by discounting such early payments at such rates as may be mutually agreed between the Parties. 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 and payment is being made by the Allottee in terms of the Payment Plan.
  - 1.6. It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned plans, layout plans and specifications described in respect of the said Unit or building, as the case may be except as agreed upon and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee, 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 and it is expressly agreed

and understood by the Allottee that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long as the same does not affect the said Unit intended to be sold to the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.

- 1.7. The Promoter shall confirm the final carpet area, built up area, and Agreed Chargeable Area that has been allotted to the Allottee after the construction of the building is complete and the occupancy or completion certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area, built up area, and agreed chargeable area. The Total Price payable for the said Unit 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 prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, built up area, and agreed chargeable area of the said Unit, allotted to Allottee, 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 E**. All these monetary adjustments shall be made at the same rate per square foot as agreed in clause 1.2 of this Agreement. . The Allottee is aware that any deviation to the carpet area/built up area shall result in the modification to the agreed Agreed Chargeable Area, and such Agreed Chargeable Area shall stand increased and/or decreased proportionately in such an event. The Allottee hereby records its consent to accept such variation (if any) without raising any claims of whatsoever nature in this regard and further records its consent not to raise any claim with such calculation of Agreed Chargeable Area at any time hereafter.
- 1.8. Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Unit;
  - (ii) The Allottee shall also have right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project. Further the right of the Allottee to use the Project Common Areas, Amenities and Facilities

shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey the undivided proportionate title in the Project Common Areas, Amenities and Facilities to the association of the allottees as provided in the Real Estate (Regulation & Development) Act, 2016.

- (iii) That the computation of the Total Price of the said Unit includes recovery of price of land, construction of not only the said Unit 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, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

- 1.9. It is made clear by the Promoter and the Allottee agrees that the said Unit along with the said Parking Space (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Project 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 Residential Common Areas, Amenities and Facilities shall be exclusively used and enjoyed by the allottees of the Residential Segment and the Project Common Areas, Amenities and Facilities shall be available only for use and enjoyment of all the allottees, owners and occupants of the said Project including the Commercial Segment.
- 1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit 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 Unit to the Allottee.

- 1.11. The Allottee has paid a sum of Rs. [■]/- (Rupees [■] only) as booking amount (**Booking Amount**) being part payment towards the Total Price of the said Unit at the time of application along with the applicable GST thereon, the receipt of which, together with applicable taxes thereon, the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining Total Price and the other charges and deposits as mentioned in clause 1.2 hereinbefore in respect of the said Unit as prescribed in the Payment Plan as morefully mentioned in **Part II of Schedule E** hereunder written 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/she/it shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones and subject to Force Majeure and reasons beyond control of the Promoter, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan [**Part II of Schedule E**] through A/c Payee cheque / demand draft / bankers' cheque or online payment/net banking (as applicable) in favour of [■].

The Tax Deductible at Source ("TDS") under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the Total Price payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter and/or the Owners shall not be liable, for any interest & penalty in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS. The Allottee herein agrees to keep the Promoter duly saved and indemnified from any loss and/or penalty being levied on the Promoter due to failure on the part of the Allottee to deposit the TDS with the appropriate authorities.

## **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 in terms of the in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/it 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 Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and towards handing over the said Unit to the Allottee and the Project Common Areas, Amenities and Facilities to the association of the allottees after receiving the occupancy certificate or the completion certificate, as the case may be in accordance with applicable laws subject to Force Majeure and reasons beyond control of the Promoter. Similarly, the Allottees shall make the timely payments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan mentioned and described in **Part II of Schedule E** hereunder written.

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

The Allottee has seen the specifications of the said Unit and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement], which has been duly sanctioned by the Kolkata Municipal Corporation. The Promoter shall develop the said Project in accordance with the Said Plan/s subject to the terms in this Agreement, the Promoter undertakes to abide by such plans approved by the competent authorities.

**7. POSSESSION OF THE UNIT/PLOT:**

- 7.1. **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the said Unit is the essence of the Agreement. The Promoter, based on the approved Plans and specifications, assures to hand over possession of the said Unit within 31<sup>st</sup> March, 2031 with a further grace period of 6 (six) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the said Unit, provided that such Force Majeure conditions are not of a

nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment of the said Unit 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/it 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/completion certificate from the competent authority shall offer in writing the possession of the said Unit to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the said Unit to the Allottee subject to due compliance of Clause 7.1 by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Promoter and the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter /association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **45 (forty-five) days** of receiving the completion certificate of the Project and/or the Commercial Segment whichever is earlier.
- 7.3. **Failure of Allottee to take Possession of the Unit**- Upon receiving a written intimation from the Promoter as per Clause 7.2 hereinbefore, the Allottee shall take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Unit to the Allottee (**Date of Possession**). In case the Allottee fails to take possession within the time provided in clause 7.2, he shall continue to be liable to pay maintenance charges as applicable on and from the date of expiry of the aforesaid timeline of 3 (three) months (**Deemed Date of Possession**) and it shall be deemed that the Allottee has been handed over possession of the said Unit on and from such date.

- 7.4. **Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the said Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, 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/her/its 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 shall be entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned (without any interest thereon) by the Promoter to the Allottee 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/her/it due to defective title of the land on which the Project is being developed or has been developed, in the manner as provided under the Real Estate (Regulation & Development) Act, 2016 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 Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Unit, with interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 within 45 (forty-five) days of it becoming due including compensation in the manner as provided under the Act. Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the West Bengal Real

Estate (Regulation & Development) Rules, 2021 for every month of delay, till the handing over of the possession of the said Unit.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land and the Promoter has the requisite rights to carry out development upon the Project Land and has absolute, actual, physical and legal possession of the Project Land for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances in respect of the said Project Land or the Project save and except that the Project Land has been mortgaged by the Owners/Promoter in favour of \_\_\_\_\_, for securing a loan availed of by the Promoter for the purpose of development of the Project on the Project Land. The Promoter shall cause the said \_\_\_\_\_ Bank 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 Unit and the Promoter further undertakes that the Promoter shall cause the said \_\_\_\_\_ Bank to release the said Unit from the mortgage created by the Owners/Promoter on or before the execution of the deed of conveyance of the said Unit in favour of the Allottee and the Allottee will get the title of the said Unit free from all encumbrances;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the said Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the said Unit are valid and subsisting and have been obtained. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, building, said Unit, the Residential Common Areas, Amenities and Facilities, and the Project Common Areas, Amenities and Facilities;

- (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 Project Land, including the said Project and the said Unit which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) The Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the Project Common Areas, Amenities and Facilities, and the Residential Common Areas, Amenities and Facilities to the association of allottees or the competent authority, as the case may be, after execution and registration of Deed of Conveyance in favour of Allottee;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the Date of Possession or the Deemed Date of Possession, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land or part thereof) has been received by or served upon the Promoter in respect of the said Project Land and/or the Project to the best of their knowledge and beliefs.
- (xiii) The Project Land or any part thereof is not Waqf Property, Debutter Property and/or Trust Property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the said Unit shall be in a habitable condition, which is complete as per the specifications mentioned morefully in **Part II of Schedule C** written hereunder.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate (Regulation & Development) Act, 2016 or the West Bengal Real Estate (Regulation & Development) Rules, 2021 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 will be required to make the next payment of instalment of the Total Price 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 towards the purchase of the said Unit subject to fulfillment of all the prescribed obligations by the Allotees under this Agreement along with interest at the rate prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021 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 prescribed in the West Bengal Real Estate (Regulation & Development) Rules, 2021, for every month of delay till the handing over of the possession of the said Unit to the Allottee by the Promoter.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan contained herein, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (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 said Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities, if any, together with Goods and Service Tax paid till date of cancellation towards cancellation charges and Goods and Service Tax payable on cancellation charges. This Agreement shall thereupon stand terminated for all ends and intent. Notwithstanding anything mentioned herein, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the said Unit (and this Agreement) in terms of this Agreement by the Allottee or the Promoter, as the case may be, or if the Allottee fails to co-operate with the Promoter in executing and registering necessary Deed and/or Agreement of Cancellation to record such cancellation, mere serving of notice of termination alone by the Promoter shall be sufficient to record and effect the cancellation of this Agreement and extinguishment of all rights of the Allottee hereunder, or in law, and no further act or other deed, document or instrument shall be required to be executed or registered by the Allottee for this purpose and the Allottee expressly agrees to the same. However, the Promoter in its sole discretion shall have the right (but not obligation) to execute and register an unilateral Deed of Cancellation in the nature of a declaration to record the fact of such cancellation, and the Allottee hereby agrees that in such an event, the Allottee shall have no rights to object to the same and hereby records its consent thereto.

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

The Promoter, on receipt of the Total Price and the extras and deposits as mentioned in clause 1.2 herein and all other charges due hereunder and/or upon fulfillment of

obligation of the Allottee under this Agreement, the Promoter shall execute a conveyance deed and convey the title of the said Unit together with the perpetual irrevocable right to use and enjoy the Project Common Areas, Amenities and Facilities within 3 (three) months from the date of issuance of the occupancy certificate and/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 demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 [including Indian Stamp (West Bengal Amendment) Act, 2012] including any actions taken or deficiencies /penalties imposed by the competent authority(ies).

**11. MAINTENANCE OF THE SAID UNIT/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, subject to fulfillment of all the obligation of the Allottee in terms of making payment of the maintenance charges. The cost of such maintenance charges has not been included in the agreed consideration of the said Unit and the Allottee shall forthwith make such payment on demand.

**11.2. Formation of Association:**

11.2.1. The allottees of both the Residential Segment and the Commercial Segment shall form an association and the Residential Common Areas, Amenities and Facilities as well as the Project Common Areas, Amenities and Facilities shall be handed over to such Association. The Allottee agrees that the since the allottees of the Commercial Segment shall not be entitled to use the Residential Common Areas, Amenities and Facilities, the allottees of the Commercial Segment shall jointly be liable to pay the common area maintenance charges of the Commercial Segment to the Association on a monthly basis. However, the Allottee hereby agrees that the maintenance charges payable by

the Commercial Segment shall be ascertained and/or calculated on the basis of the percentage share of the Commercial Segment in the Project Common Areas, Amenities and Facilities which shall be finalized on obtaining the Completion Certificate in respect of the Project. The Allottee hereby agrees and records his and/or its consent not to raise any claims and/or objections thereto either by itself or through the Association on formation in this regard. The Allottee further agrees that once the aforesaid percentage share is finalized, the same shall not be open for revision by the Allottee or the Association on formation. 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 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 Project Common Areas, Amenities and Facilities, and the Residential Common Areas, Amenities and Facilities. The Allottee hereby 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.

- 11.2.2. The Promoter shall hand over the Project Common Areas, Amenities and Facilities to the Association together with the relevant documents and plans pertaining thereto, 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, the Promoter shall not have any responsibility whatsoever regarding the Building and the Project and/or any maintenance, security, safety or operations including relating to fire fighting

equipment and fire safety measures, lift operations, generator operations, electrical equipment, the Mechanical Car Parking System, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Project and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the allottees including the Allottee herein and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The allottees including the Allottee herein and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Promoter and/or its directors, employees and/or the Allottee and the Association shall keep the Promoter fully saved, harmless and indemnified in respect thereof. It is expressly agreed between the Parties that the residential Allottees before or after the formation of the Association shall not have any rights, title, interest in the management of the commercial segment and the House Rules shall not affect the business or nature of work of the Commercial Segment.

- 11.2.3. So long as the maintenance of the Project Common Areas, Amenities and Facilities are not taken over by the Association, the maintenance activities will be operated by the Promoter or through its nominees and the maintenance charges for the same shall be as may be decided by the Promoter or its maintenance agency for providing such maintenance. The Promoter shall also be entitled to a management fee calculated at [15]% of the total maintenance charges together with applicable GST thereon.
- 11.3. 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.

- 11.4. The Allottee, on or before possession, is required to deposit an amount equivalent to 1 (One) year's estimated ad-hoc maintenance charges ("**Maintenance Deposit**") as would be so determined by the Promoter. The Allottee agrees and acknowledges that such Maintenance Deposit 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 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 Maintenance Deposit to the respective Association. 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 within 15 (fifteen) days of a demand made by the Association with respect thereto. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Maintenance Deposit due to the above adjustments or otherwise after the handover of the Maintenance Deposit by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.
- 11.5. 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 (House Rules) 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 unit owners or other occupiers of the building and/or the Project.
- 11.6. 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 within stipulated dates thereof 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 the Project for which the Promoter shall not be held liable.

- 11.7. 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.
- 11.8. 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.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the

said Unit/building and if the annual maintenance contracts are not done/renewed by the allottee and/or the Association, the Promoter shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the respective vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the units and the common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building includes minor hairline cracks on the external and internal walls excluding the RCC, structure which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Any claim raised by the Allottee for structural defects shall only be considered valid and raised after confirmation of the same by the structural engineer as appointed by the Promoter for the instant Project from time to time. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee, it shall be necessary for the Allottee to provide the Promoter or its men agents and representatives reasonable opportunity to inspect, assess, and determine the nature of the purported defect (if any). Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then in such event, the Promoter shall be relieved of its obligations contained hereinbefore. The Allottee is aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of

wall or floor tiles after the Allottee has taken over possession of the said Unit, 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 the Allottee has taken over possession of the said Unit, 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 physical possession of the said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Unit by making any changes in the said Unit 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) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her/their/its 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 Unit 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.

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

The Allottee hereby agrees to purchase the said Unit on the specific understanding that is/her right to the use of common areas, amenities and facilities 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 performed by the Allottee of all his/her obligations in

respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Promoter /maintenance agency/association of allottees shall have the right of unrestricted access of all common areas, amenities and facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the said Unit or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to make necessary repairs and maintenance and to set right any defect.

**15. USAGE:**

**Use of basement and service areas:**

The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to 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 for other specific purposes and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

- 16.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Unit at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the buildings, or the said Unit, or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change

or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 16.2. The Allottee further undertakes, assures and guarantees that he/she/it would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or the Residential Common Areas, Amenities and Facilities and Project Common Areas, Amenities and Facilities. 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 said Unit 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 Unit/Plot.
- 16.3. The Allottee shall plan and distribute his/her/its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee shall be responsible for overseeing that suitable electrical appliances are connected to correct voltage outlets in their respective units failing which any damage done to the common electrical circuits by voltage fluctuation shall be the sole responsibility of the Allottee.
- 16.4. Cable/Broadband/Fiber/Telephone Connection: The Promoter shall make provisions only for service providers as selected by the Promoter for providing the services of cable, broadband, fiber, telephone and other similar telecom and IT facilities to the Project (on such terms and conditions and for such period as the Promoter shall decide). The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna, excepting that the Allottee shall be entitled to avail the connection facilities of the

designated two service providers to all the units. However, installation charges, usage charges and renewal thereof for availing and using such connections shall be paid directly by the Allottee to the service provider and in no event shall the Promoter be held liable for any disputes arising therefrom.

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

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

The Allottee is entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to this Project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Unit at his/her own cost. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively Covenants), morefully described in **Schedule F** 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, has been finally approved by the competent authority(ies) except for as expressly mentioned herein and as provided in the Act. In this regard it may be mentioned that the Allottee has been made aware that the Owner/Promoter may in terms of applicable laws cause to revise the building plan to avail the maximum permissible FAR as per the Green Building or Metro Project Scheme and the Allottee is further aware that in terms of such revision the Promoter shall then be entitled to cause further construction which shall tantamount to additional floors. The Allottee hereby confirms and records its consent

to such revision of the building plan and/or constructions to be made in terms of such revised plan.

**19. OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Owners and the Promoter execute this Agreement, they shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee herein. Any financial assistance availed by the Allottee in connection with the transfer of the said Unit in its favour shall be in accordance with and subject to the terms and conditions of this Agreement.

**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 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 Unit (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 in accordance with clause 9.3(ii) above 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 letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Unit, as the case may be.

**23. RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the Parties. All other documents, containing any addition, modification, consent or variations accepted by the Parties shall be valid and binding irrespective of the fact that the same is registered or not.

**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 Unit and the Project shall equally be applicable to and enforceable against and by

any subsequent allottees of the said Unit, in case of a transfer, as the said obligations will go along with the said Unit for all intents and purposes.

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

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

**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 said Unit bears to the total carpet area of all the units in the Project.

**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 or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at [■](Specify the address of the Sub-Registrar) . Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

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

[■] Name of Allottee

[■] (Allottee Address)

[■] (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 referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Kolkata. In the event, such disputes are not amicably settled between the parties, 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. Additional terms and conditions as per the contractual understanding between the parties, and which are not in derogation of or inconsistent with the provisions of RERA and/or the Rules and Regulations made thereunder:

**35. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the said Unit, as the case may be prior to the execution and registration of this Agreement for Sale for such unit, as the case may be shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

**36. CHANGE IN LAW:**

The Parties hereto agree and acknowledge that the Parties shall abide by and accept any change/amendment in any prevalent law, Act, Rule, notification, circular by any legal competent Authority or Court and/or any precedent set by The Hon'ble Supreme Court of India, whether retrospective or prospective as the case may be and accordingly the said Agreement shall be read and interpreted in accordance to the said changes.

**37. COVENANTS OF THE ALLOTTEE:**

- 37.1. The Allottee agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats/units in the said Project as limited and exclusive common areas and facilities, at its sole discretion, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/units and to the exclusion of other allottee/s in the said Project (**"Limited Areas And**

**Facilities”).** The Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottee appertaining to the said Unit. The Allottee agrees to not use the Limited Areas And Facilities identified for other allottee/s and hereby records its consent that the Allottee does not have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof. In this regard it is made clear that the allottee/s/occupants of the Commercial Segment of the said Project shall not have any right to use the Residential Common Areas, Amenities and Facilities identified exclusively for the use and enjoyment of the allottee/s/occupants of the Residential Segment (including the Allottee herein) of the said Project.

37.2. It is further clarified that the proposed commercial and retail units in the Project shall be allotted to the allottees of such units and shall be open for public at large to enable the allottees of such units to carry on with their business and shall not be a portion of the common areas exclusively for the use and enjoyment of the allottees and/or occupiers of Residential Segment. The allottees of the Residential Segment shall not have any rights over such commercial and retail units or on any part thereof, in any manner whatsoever and shall further have no objection that such commercial and retail units being transferred and/or allotted by the Owner/Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, and agents, for such specific purpose. The Allottee further agrees and hereby records its consent not to claim any rights over such commercial and retail units or on any part thereof, in any manner whatsoever and not to object to such commercial and retail units being transferred and/or allotted by the Owner/Promoter on commercial terms to third parties and being used and/or utilized by such third parties, their men, and agents, for such specific purposes. The Allottee having understood the same, hereby accords his/her/ its consent to the proposed scheme of development and undertakes not to raise any claims and/or objections thereto at any time hereafter.

37.3. Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the common

areas, the ground floor layout and/or the said Unit 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 and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Unit the Allottee had been informed and made aware that the ground floor layout including the common areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

- 37.4. The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the Parties.
- 37.5. 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 such areas being a part of 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 favor of the other allottees in the Project.
- 37.6. 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 Residential Common Areas, Amenities and Facilities and the Project 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 owner(s) and occupants of the Residential Segment, with whom such Residential Common Areas, Amenities and Facilities will be shared. Similarly, the Allottee has agreed that his right to enjoy the Project 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 owner(s) and

occupants of the Project (save and except the occupants of the Relocation Area), with whom such Project Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and the owner(s) and occupiers of the other units (save and except the occupants of the Relocation Area) shall also be entitled to the Project Land and all benefits arising therefrom.

- 37.7. The rights of the Allottee is limited to ownership of the said Unit 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 Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Unit, 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 Project Common Areas, Amenities and Facilities.
- 37.8. Notwithstanding anything contained herein, the Allottee prior to taking possession of the said Unit but after paying all dues to the Promoter in terms of the Payment Plan detailed in **Part II of Schedule E**, may be allowed access to the said Unit for carrying out necessary fit-outs and interior designing works therein ensure that all materials used for such works adhere to the standard and specifications as may be prescribed by the Promoter in accordance with the provisions of applicable norms for green buildings, and the Allottee hereby agrees to abide by the same ("**Fit-Out Period**"). The Allottee, its representatives, and agents shall obtain the keys to the said Unit from the Promoter for each day of the Fit-Out Period and shall ensure that such keys are handed back to the Promoter 's representative at the end of the day. The timings for carrying out the fit outs shall be from 10 a.m. to 6 p.m. every day. The possession of the said Unit shall remain with the Promoter throughout the entirety of the Fit-Out Period. The Allottee agrees that the Allottee and/or its men, servant and agents shall comply with the rules and regulations as may be framed by the Promoter in respect of such fit out works and comply with all applicable laws, rules, and regulations of any relevant authority without affecting the superstructure of the said Unit. The Allottee agrees that it shall be liable to make payments of fit out charges as may be determined by the Promoter during the Fit-Out Period ("**Fit-Out Charges**"). The Allottee agrees that in addition to making payments of the maintenance charges, the Allottee shall also pay

to the Promoter and/or Facility Manager as may be appointed by the Promoter to ensure better coordination, material movement and general supervision of such fit out works, and such charges as may be determined as may be determined by the Promoter and/or the Facility Manager towards fees towards supervisory services. The Allottee shall also pay garbage/refuse disposal charges, as may be determined as may be determined by the Promoter and/or the Facility Manager, to the Promoter and/or the Facility Manager as may be appointed by the Promoter.

- 37.9. The Allottee admits and acknowledge the fact that certain units may have exclusive open to sky terrace/gardens/ balconies attached to such units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title and/or interest whatsoever or howsoever over and in respect of the same whatsoever or howsoever. The Allottee further accepts that it shall not enclose or make any constructions on the open to sky terrace/gardens/ balconies attached to the said Unit.
- 37.10. The Allottee agrees that the obligation of the Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price/Agreed Consideration mentioned in **Part II of Schedule E** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.
- 37.11. The Allottee agrees that the Allottee's right of cancellation shall be subject to the Allottee having complied with all his/her/its obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law. The Allottee undertakes and that the fees and expenses relating to this Agreement

including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Unit to anyone else without any reference to the Allottee after the date of such cancellation.

- 37.12. The Allottee agrees that the Allottee's right of receiving compensation from the Promoter under clause 7.6 shall be subject to the Allottee having done its requisite due diligence and care, and subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law.
- 37.13. The Allottee has been made duly informed and hereby consents that, in the event the Allottee has been offered possession of the said Unit but has not taken it, the Allottee shall be liable to pay holding charges amounting to Rs. [■]/- (Rupees [■] only) per month till such time that the Allottee, after making all necessary payments, executes and presents the Conveyance Deed for registration before the concerned registering authority.
- 37.14. That the Allottee shall remain fully responsible for any any employees, workmen, agents and representatives engaged by the Allottee to carry out commercial activity in the Commercial Segment and shall keep the Owner, and upon its formation, the Association saved and indemnified against any harm, damage, loss or costs incurred on account of acts by persons;
- 37.15. That the Allottee shall not carry nor permit to be carried out any hazardous or immoral act in the said Unit;
- 37.16. That the Allottee shall neither violate nor permit the violation of any laws, rules, regulations ordnances, judgements or orders and keep the Promoter, and upon its

formation, the Association, saved and indemnified against any harm, damage, loss or costs as may arise due to such violations;

- 37.17. That the Allottee shall at their own cost and expenses, obtain and renew all permissions, clearances, approvals, certificates, licenses whatsoever as may be required or necessary for conducting business in the said Unit and shall keep the Promoter and upon its formation, the Association, as the case may be, fully saved and indemnified from any consequence or liability arising out of any omission or non-compliance of any condition as may be contained in any of the permissions and approvals obtained by the Allottee.

**38. GENERAL GUIDELINES FOR THE USE OF CERTAIN AMENITIES AND FACILITIES**

- 38.1. The Promoter proposes to provide certain amenities and facilities such as swimming pool, gymnasium, open terrace, lounge area along with such areas, amenities and facilities for use of the allottees in the Project. These amenities and facilities will form part of the Residential Common Areas, Amenities and Facilities of the Project and will be handed over to the Association in due course.
- 38.2. During the interim maintenance period, these amenities and facilities shall be managed by the Promoter either by itself or through its nominee.
- 38.3. The Allottee shall be entitled to these amenities and facilities within the Project along with the co-buyers and/or co-occupiers of the Residential Segment of the Project. The operational costs/charges of these amenities and facilities shall form part of the maintenance charges and expenses, to be solely borne by the allottees of the Residential Segment.
- 38.4. The Allottee expressly acknowledges, affirms, and undertakes that certain amenities and facilities, including but not limited to the water supply tanks, which are forming part of the Residential Common Areas, Amenities, And Facilities and/or Project Common Areas, Amenities, And Facilities, shall also be used jointly and in common

by the Relocation Segment and shall continue to remain so at all times, irrespective of any change in circumstances, ownership, management, or control.

38.5. It is clarified and agreed that the Allottee, whether individually or jointly with others, shall not object to, obstruct, or interfere with the access, use, operation, or maintenance of the aforementioned amenities and facilities. The Allottee further agrees that all costs relating to their operation, upkeep, repair, or replacement shall be borne solely by the allottees of the Project, as determined by the Promoter or the Association of Allottees, without any claim for reimbursement or contribution from users of the Relocation Segment. The Allottee expressly waives any right to raise objections or claims in this regard.

38.6. The Allottee agrees, undertakes and covenants to abide by the detailed terms and conditions of rules and regulations governing use of these amenities and facilities which will be formulated by the Promoter or the Association, as the case may be, in due course before these amenities and facilities is made operational.

38.7. The Allottee agrees and acknowledges that in the event that the Allottee desires to reserve the banquet hall and/or lounge area exclusively for any private event, it shall be subject to the payment of the necessary charges for such use, as may be determined by the Promoter or its Nominee or the Association, as the case may be.

## **39. CLUB**

39.1 The Promoter proposes to set up a Club for use of the residential Allottees in the Project. The Club will form part of the Residential Common Area, Amenities and Facilities and will be handed over to the Association on formation. During the interim maintenance period, the Club shall be managed by the Promoter either by itself or through its nominee

39.2 The Promoter shall from time to time make suitable rules for the usage of the Club and its facilities. The Allottee shall follow the existing Rules as framed by the Promoter from time to time.

- 39.3 All the allottees of the residential apartments of the project will be members of the Club.
- 39.4 The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- 39.5 On failure of the Allottee to regularly pay the charges, subscriptions, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/its unfettered consent to the same.
- 39.6 The Allottee shall be allowed to allow their guests to use the Club facilities, on payment of the prescribed guest charges and in accordance with the rules and regulations of the Club.
- 39.7 The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.
- 39.8 The Club facilities will be operational only after the majority of the allottees of the residential apartments have moved into the Project and also only after the club management and/or the Promoter getting suitable professional operator at a reasonable cost for operating such club facilities so that the Club may be run as a viable and not loss making concern.

#### **40. INTERIM MAINTENANCE PERIOD**

- 40.1. 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 Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities. On formation of the

Association, it shall be responsible for operating, managing and maintaining the Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities. The Promoter shall also be entitled to a management fee calculated at \_\_\_\_% of the total maintenance charges plus applicable GST thereon.

- 40.2. The maintenance and management of Project Common Areas, Amenities and Facilities by the Association will primarily include but not be limited to maintenance of water works, common electrical installations, landscaping, AMCs, security 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.
- 40.3. The Rules/ Bye Laws to regulate the use and maintenance will be framed by the Promoter initially and thereafter adopted by the Association, with or without amendments, as may be deemed necessary by the Association, and the Allottee shall be bound to follow the same.

#### **41. FUTURE EXPLOITATION**

- 41.1. The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make additional/further construction in the Project Land including by raising of any additional floor/storey/construction over the roof of the Buildings and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the common areas subject to obtaining necessary sanctions, permissions, and approvals.
- 41.2. 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 Building, the common areas, the ground floor layout and/or the said Unit as may be deemed necessary and/or as may be advised by the definite and/or as may be required by any authority including

the Kolkata Municipal Corporation. Prior to the booking of the said Unit the Allottee had been informed and made aware that the ground floor layout including the common areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby records its consent to the such modifications.

- 41.3. 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 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 Project Land which may be made available even after the Deed of Conveyance of the said Unit has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The Promoter shall always have the right of further construction on the entirety of the ultimate roof and the Allottees specifically agree not to do any act which prevents or hinders such construction.

## **42. GENERAL COVENANTS**

The Allottee agrees:

- 42.1 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 Project Land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 42.2 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 Unit is situated;
- 42.3 That if the Allottee lets out or sells the said Unit, 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. 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 Unit and shall also abide by the terms and conditions of this Agreement;

- 42.4 That the Allottee shall not use the said Unit for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 42.5 That the Allottee shall not keep in the parking space, if any, anything other than cars or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kuccha or pucca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 42.6 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;
- 42.7 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 Unit 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;
- 42.8 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;
- 42.9 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.
- 42.10 That the Allottee shall not harbour any animals in the common areas of the Project and/or car parking spaces, if any. The Allottee further agrees dogs or other pets shall not be permitted in the main elevators or in any of the part of the common areas of the Wings and the Project except in the service lifts and unless accompanied. The Allottee

hereby further agrees to abide by such other rules and regulations as may be formulated by the Association from time to time, in this regard.

- 42.11 That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the building or in the said Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 42.12 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 and the Project.
- 42.13 That the Allottee shall not store any furniture in the lobby area or any of the Residential Common Areas, Amenities and Facilities and/or the Project Common Areas, Amenities and Facilities. The Promoter and the association on formation shall be entitled to impose a penalty on the Allottee for any violation of this covenant.
- 42.14 That the Allottee shall not change the design of the lobby area, except as determined by the Promoter. Violation of this covenant shall expose the Allottee to be liable to pay compensation and damages to the Promoter as detailed in **Schedule F** written hereunder.
- 42.15 That the Allottee shall abide by the House Rules as may be prescribed by the Promoter/ Association from time to time.

#### **43. NOMINATION BY ALLOTTEE WITH CONSENT**

- 43.1. The Allottee admits and accepts that after the lock in period as mentioned herein below and before the execution and registration of conveyance deed of the said Unit, 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 18 (eighteen) 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 in a form, as may be prescribed by the Promoter. In the event, the Allottee has availed any housing loan from any bank and/or any financial institution in respect of the said Unit, then, in such event, the Allottee, at the time of obtaining such prior permission, shall obtain and submit necessary no objection certificate from such bank and/or financial institution in respect of transfer of the said Unit in favour of the nominee of the Allottee herein. The Allottee herein agrees to keep both the Owner and the Promoter duly indemnified from any loss and/or damages arising out of such nomination, including but not limited to any additional income tax liabilities that may be assessed on the Owner and/or Promoter in lieu of such nomination. The Allottee is fully aware and agrees that the Allottee shall be solely liable to obtain all such no objection certificates, release of charge and/or any such document, as may be required, from such banks or financial institution, without foisting any responsibility on the Owner and/or the Promoter.

(d) Nomination Fees:

The Allottee shall pay a sum calculated @ Rs. 150 per sq. ft. on Agreed Chargeable Area of the said Unit (Nomination Fees) 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 only in the case of nomination in favour of parents, spouse, own sibling(s) 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. It is hereby agreed by the Allottee that any sums disbursed towards stamp duty and registration fees by the Allottee shall be irrevocably waived and relinquished. Consequently, the designated nominee shall assume and bear full responsibility and liability for paying the relevant stamp duty and registration charges at the present rate as may be required under applicable laws. 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.

#### **44. MODIFICATIONS TO THE SAID UNIT**

- 44.1 In the event the Allottee desires to change the layout, specifications and/or internal plans of the said Unit, the Allottee agrees to engage the Promoter to carry out such modifications and/or alterations by causing revision of the Plans and construction and/or other works as may be necessary to permit such modifications and/or alterations. The Allottee agrees to pay the cost to the Promoter to carry out such modifications and/or alterations at such rates as the Promoter may deem fit together with applicable GST thereon. The Allottee acknowledges and agrees that any proposed changes shall adhere to the prescribed norms of the Kolkata Municipal Corporation.

#### **45. FORCE MAJEURE**

In addition to Force Majeure as detailed above in Clause 7.1, it shall include and mean any of the following events/circumstances or combination thereof;

- (i) Natural calamities including, but not limited to, flood, war, fire, drought, tornado, avalanche, earthquake, riot, storm, tempest or exceptionally adverse weather conditions and other natural disasters;
- (ii) Explosions or accidents, air crashes, nuclear radiation, sabotage;
- (iii) Strikes or lockouts in government departments causing delay in obtaining approvals or general strikes and labour unrest/disputes;
- (iv) Civil war, civil commotion, uprising against constituted authority, riots, insurgency, embargo, revolution, acts of terrorism, military action, vandalism, rebellion, insurrection, acts of hostile army;
- (v) Pandemic or Epidemic, any act of God, lockdown or commission beyond the control of the party affected thereby viz. drainage, water and power connection and non – availability of essential materials like cement, steel etc. required for the purpose of construction or any other act or commission or circumstances beyond the control of the developer;
- (vi) Delay caused due to any claim, challenge or objection to the Project on the rights of the developer on the Project Land and/or the Project, and/or delay caused by the authority in granting the approvals;
- (vii) Acts orders passed by government and other authorities, Courts, tribunals which suspends/stops the development of the Project and the course of or stop, thwart, prevent, interrupt or breach the supply and/or provision of any material and/or power, which is instrumental to the continuance of this development agreement;
- (viii) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the subject plot which renders liable or endangers the health and safety of either party or the general public;
- (ix) any change in law or litigation adversely affecting the development of the Project including court injunction orders;
- (x) the occurrence of any event or unforeseen circumstances arising as a result of the non-fulfilment of owner obligation or otherwise affecting the development of the Project but does not include any action taken due to failure of the developer to perform its obligation which is beyond the control of the developer as enumerated in the points (i) to (x) above;

- (xi) the occurrence of any event or unforeseen circumstances arising as a result of the non-fulfilment of Developer obligation or otherwise affecting the development of the Project but does not include any action taken due to failure of the developer to perform its obligation which is beyond the control of the developer as enumerated in the points (i) to (x) above

**46. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:**

- 46.1. The Allottee agrees that these terms and conditions for sale and transfer of the said Unit as contained herein, are made in view of the extant laws, amendments, rules, notifications, circulars 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.

**SCHEDULE - A**  
**(DEFINITIONS)**

- 1) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 with connected Rules and amendments thereof.
- 2) **“Allottee”** means the person to whom an said Unit in the Project particularly, has been allotted, sold, transferred or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such said Unit is given on rent. An Allottee purchasing more than one said Unit /unit in the said Project will be subject to the same terms and conditions of this Agreement. An Allottee purchasing one or more apartments/units in the said Project along with any establishment in the commercial spaces will be subject to the same terms and conditions as set out for allottees of Residential and Commercial segments respectively.
- 3) **“Unit”** whether called a Flat or Unit or premises or shop or tenement or by any other name, means a separate and self-contained part of the Building of the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof in the Building, used or intended to be used for residential and/or commercial purposes.
- 4) **“Architect(s)”** shall mean Sanon Sen & Associates of 5, Russel St, Park Street area, Kolkata, West Bengal 700071 or such other Architect(s) or their authorized representatives whom the Promoter may from time to time appoint as the Architect(s) for the Building;
- 5) **“Buildings”** shall mean the building structures being 3 (three) B+G+21 storeyed building to be constructed on the Project Land or any extension thereof as per revised and sanctioned KMC plan or as per prevalent law.
- 6) **“Built-Up Area”** and/or **“Covered Area”** in relation to an said Unit shall mean the floor area of that said Unit including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the

columns and pillars therein. Provided That if any wall, column or pillar be common between two units, then one-half of the area inside that unit under such wall column or pillar shall be included in the built-up area of each such unit.

- 7) **“Carpet Area”** shall mean the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Unit, as more particularly defined in the Act.
- 8) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, and the Common Areas, Amenities and Facilities, including the Project Land and also the expenses for Common Purposes of the allottees and shall be payable proportionately by the allottee periodically as part of maintenance charges.
- 9) **“Common Purposes”** shall include the purposes of managing and maintaining the Building and the rendition of services in common to the allottees of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees of Project, and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas, Amenities and Facilities in common.
- 10) **“Limited Common Areas and Facilities”** shall mean and include such areas of the project which may have been earmarked by the Promoter for the enjoyment and use of a specific unit/units, as decided solely by the Promoter.
- 11) **“Maintenance Body”** shall mean such body of all the allottees in the Project whether in the nature of a society, or a non-profit company or any other body as the allottees of the Project shall mutually decide for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 12) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa and shall include all Pronouns.

- 13) **“Parking Space”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a parking space.
- 14) **“Project”** shall mean the work of development of the Project Land by constructing thereupon the Building in accordance with the Sanctioned Plans, named **“Anandvann”** {insert brief description of the project}.
- 15) **“Project Advocates”** shall mean Fox & Mandal, LLP (Solicitor & Advocates), 206 A.J.C. Bose Road, Kolkata – 700020, who have been appointed by the Owner and the Promoter and have prepared this Agreement and shall also prepare all legal documentation in respect of the Project.
- 16) **“Project Common Areas, Amenities and Facilities”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, , sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Promoter from time to time for the use and enjoyment thereof by all the allottees of the Project more particularly mentioned in the **Schedule-D** hereunder written.
- 17) **“Project Land”** shall mean **ALL THAT** the piece and parcel of land containing by measurement an area of [•] , more particularly mentioned and described in **Part – I of Schedule- B** hereunder written and delineated in the Plan/Map annexed hereto and bordered in red thereon.
- 18) **“Proportionate”** with all its cognate variations shall mean the ratio the carpet Area of any unit in the Project may bear to the total carpet Area of all the units and commercial spaces in the Project.

- 19) **“Pro Rata Share”** in relation to an unit shall mean the proportionate variable undivided indivisible and impartible share in the Project Common Areas, Amenities and Facilities that is attributable to such unit at any point of time.
- 20) **“Regulations”** means the Regulations made under the Real Estate (Regulation & Development) Act, 2016 and amendments thereof.
- 21) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016 and amendments thereof.
- 22) **“said Unit ”** shall mean the Unit which the Allottee had applied for in the Project vide application No.[•] dated [•] and has been allotted ALL THAT the Unit No. [•] in Wing , having carpet area of [•] square feet, with the corresponding built up area of [•] square feet, be the same, a little more or less, and Agreed Chargeable Area of [•] square feet, on the [•] Floor of the Building along with parking space no. \_\_\_\_\_ on \_\_\_\_\_ floor, (Parking Space) **TOGETHER WITH** pro rata share in the Project Common Areas, Amenities and Facilities **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project, more particularly mentioned and described in the **Part- I of Schedule-C** hereunder written **AND** delineated in RED colour on the Plan annexed hereto and marked as **Annexure “2”**.
- 23) **“Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation vide Building Permit No. \_\_\_\_\_ dated \_\_\_\_\_ and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Vendors, if any, as well as all revisions, renewals and extensions thereof, if any. .
- 24) **“Singular”** number shall include the **“Plural”** and vice versa.

- 25) “Wing” shall mean one building consisting of several apartment, units alongwith common areas and spaces for general/exclusive use.

## **SCHEDULE - B**

### **PART I**

#### **(PROJECT LAND)**

**ALL THAT** piece and parcel of land being approximately 7847.4425 Square Meters, more or less, alongwith several structures, dwelling houses, outhouses, servant quarters, pathways, shops, tenants, occupiers, tank, boundary wall lying and situate at the Municipal Premises No. 2A/1 B.K. Paul Lane, Ward No. 3, Borough No. I, Kolkata 700030 P.S. Chitpur within the limits of the Kolkata Municipal Corporation and butted and bounded in the following manner:

<b>ON THE NORTH :</b>	B.K. Paul Land and Dum Dum Road;
<b>ON THE EAST :</b>	Premises No.2A, B.K. Paul Lande; RBI Staff Quarters
<b>ON THE SOUTH :</b>	By Beerpara Lane
<b>ON THE WEST:</b>	By the factory of National Engineering Industries Limited at Premises No. 2 Beerpara Land

**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**

#### **(DEVOLUTION OF TITLE)**

(i) One (i) Yogmaya Rastogi; (ii) Krishna Kumar Rastogi; (iii) Dileep Rastogi; (iv) Anubha Rastogi; (v) Runeet Rastogi; (vi) Ritika Rastogi; (vii) Shruti Rastogi; (viii) Rashmi Rastogi; (ix) Shivani Rastogi; (x) Kaustubh Rastogi; (xi) Shashi Rastogi; (xii) Afshan Abba alias Aparna Rastogi; (xiii) Anuja Rastogi; (xiv) Apurva Rastogil (xv) Narendra Kumar Rastogi; (xvi) Meera Rastogi; (xvii) Manish Rastogil; (xviii) Neha Rastogi; (xix) Mili Rastogi; (xx) Birendra Kumar Rastogi; (xxi) Rashmi Rastogi; (xxii) Priyanka Rastogi; (xxiii) Aditi Rasotig; (xxiv) Akriti Rastogi, were absolutely seized and possessed of **ALL THAT** the piece and parcel of land measuring about 5 (Five) Bighas, 13 (Thirteen) Cottahs 14 (Fourteen) Chittacks 17

(Seventeen) Square Feet with constructions thereon and comprising of: (i) premises No. 2A/1, B. K. Paul Lane, Kolkata – 700030 containing land measuring about 5 (Five) Bighas 10 (Ten) Cottahs 11 (Eleven) Chittacks more or less together with several brick built buildings, RT sheds and other constructions thereon and (ii) premises No. 2B, B. K. Paul Lane, Kolkata – 700030 containing land measuring about 3 (Three) Cottahs 3 (Three) Chittacks 17(seventeen) Square Feet more or less together with a brick built building, RT sheds and other constructions thereon (“Larger Property”).

(ii) By virtue of a Deed of Conveyance dated 14th Day of December, 2011, registered with the District Sub Registrar III, Alipore, South 24 Parganas in Book No. I, C.D. Volume No. 2, Pages 1262 to 1302 Being No. 00295 for the year 2012, the Owners herein became entitled to the Larger Property.

(iii) The Owners have duly mutated their names in the records of the Kolkata Municipal Corporation as Owners of the said Larger Property under Assessee Nos .110030300099 & 110030300038 respectively.

(iv) The Owners have since caused to amalgamate the two premises being premises No. 2A/1 and Premises No. 2B, B K Paul Lane into one single premises being premises No. 2A/1, B K Paul Lane, P.S. Chitpur, Kolkata – 700030 in the records of the KMC under Assessee No. 110030300099.

(v) By virtue of a land survey, it was found that the actual area of the Larger Property is 5 Bigha, 17 Katha, 6 Chittacks and 8.3 sq feet and accordingly the Owners executed Deed of Boundary Declaration dated 26.07.2024 and registered with the District Sub Registrar - III, Alipore, in Book No. I, Vol No.1603-2024 in Pages 323749 to 323768 being Deed No. 160312469 for the year 2024 , declaring and recording such revised area of the Larger Property („Revised Larger Property“).

(vi) Subsequent thereto, by a Deed of Gift (Corner Splay) dated 26th September 2023, and registered with the District Sub Registrar - III, Alipore, South 24 Parganas, in Book No. I, Vol No. 1603-2023 in Pages 399736 to 399756 being Deed No. 160315187 for the year 2023, the Owners gifted a portion of the Revised Larger Property being ALL THAT piece and parcel of

land containing by measurement an area of 1.3347 Square Meters, more or less, in favour of Kolkata Municipal Corporation absolutely and forever.

(vii) Subsequent thereto, by a Deed of Gift dated 29th July 2024, and registered with the District Sub Registrar - III, Alipore, South 24 Parganas, in Book No. I, Vol No. 1603-2024 in Pages 335161 to 335179 being Deed No. 160312617 for the year 2024, the Owners gifted a portion of the Entire Property being ALL THAT piece and parcel of land containing by measurement an area of 33.96 sq ft, more or less, on the Northern side of the said Revised Larger Property in favour of Kolkata Municipal Corporation absolutely and forever.

(viii) The remaining portion of the Revised Larger Property being ALL THAT piece and parcel of land containing by measurement an area of 7847.4425 Square Meters, more or less, is hereinafter referred to as Project Land. The Owners herein thus are jointly the absolute lawful owners and fully seized and possessed of and/or otherwise well and sufficiently entitled to the Project Land.

### **SCHEDULE - C**

#### **Part I**

#### **(Description of the Said Unit)**

**ALL THAT** the Unit No.[■] having carpet area of [■] square feet, more or less, built up area of [■] square feet, more or less, with an exclusive open terrace adjoining the Unit containing a built up area of [■] sq ft (50% of the same shall be constituted as chargeable area) amounting to Agreed Chargeable Area of [■] sq. ft. , on the ..... side of the [■] floor together with the right to park [■] medium-sized car(s) in the earmarked Parking Space No. [■], to be developed in accordance with the Specifications as mentioned in **Part – II** of the **Schedule C**, hereto **TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project as and when they are constructed or made ready and fit for use.

The layout of the said Unit and the said earmarked Parking Space is delineated in Green colour on the Plan annexed hereto.

**PART II**  
**(SPECIFICATIONS OF THE UNIT)**  
**SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID UNIT**  
**(Specifications) □**

- **FOUNDATION & STRUCTURE**

- i. Structure Design for the optimum seismic consideration as stipulated by the IS Code.
- ii. Foundation with RCC piles and pile caps.
- iii. RCC framed super-structure with ACC Block/Fly ash bricks as per design.
- iv. Anti-termite treatment during various stages of construction.

- **BUILDING ELEVATION**

- i. Towers meticulously designed, painted as per the Architect's Design.

- **WINDOW**

- i. Aluminum Power-Coated Windows with clear glass .

- **ELECTRICAL**

- i. Modular Switches of Havells/Anchor/North-West or equivalent make with copper wiring.

- **TOILETS**

- i. Flooring : Anti-skid Vitrified tiles.
- ii. Wall : ceramic tiles upto 7ft. height.
- iii. Ceiling : putty for smooth finish.
- iv. Doors : [Wooden/WPC Frame with Teak Finish/WPC Flush Door.](#)
- v. Hardware & Fittings : Godrej/Yale/Hafele or equivalent make.
- vi. Sanitary-Ware : Parryware/Jaquar/ Essco or equivalent make.
- vii. CP Fittings : Parryware/Jaquar/ Essco or equivalent make.

- **LIFT**

- i. Automatic Lift of Otis/Kone or equivalent make.

- **GROUND FLOOR LOBBY**

- i. Flooring : Combination of Large Sized Vitrified tiles as per Architect's design.
- ii. Walls: Premium Finish as per Architect's Design.

- **TYPICAL FLOOR LOBBY**

- i. Flooring : Combination of Large Sized Vitrified Tiles as per Architect's design.
- ii. Walls : Premium finish as per Architect's Design.

## **SCHEDULE - D**

### **PART I**

#### **(RESIDENTIAL COMMON AREAS, AMENITIES & FACILITIES)**

- (i) Landscape Area
- (ii) Club on the 5th Floor- Gym, Games Room, Community Hall, Multi purpose courts
- (iii) Swimming Pool
- (iv) Zen Garden
- (v) Intercom Network (if any)
- (vi) Broadband, Wi-Fi, cable connections (if any).
- (vii) Parking Ramps to 2nd,3rd,4th floor
- (viii) External Ultimate Roof
- (ix) All floor lobbies and common areas from the 5<sup>th</sup> floor to the ultimate roof.

### **PART II**

#### **(PROJECT COMMON AREAS, AMENITIES & FACILITIES)**

- (i) Remaining land after deducting the Relocation Area from the Project Land.
- (ii) Staircases, Mumpties and Ramps upto the 1<sup>st</sup> Floor of the building
- (iii) Ground Floor Lobbies
- (iv) All common lobbies and corridors on the ground floor, and common toilets in the Project apart from common lobby of 1st floor (commercial segment)
- (v) All service shafts, ducts and Electrical Meter Room
- (vi) Underground tank
- (vii) Lift well and its Machine Room.
- (viii) Pathway and Driveways,
- (ix) STP
- (x) Fire Refuge Platforms
- (xi) Gate Goomty exclusive to Project

- (xii) Boundary wall and main gates of the project property
- (xiii) Water supply System
- (xiv) Drainage and sewerage pipeline and connection with municipal corporation outlet
- (xv) Electricity Connection
- (xvi) Underground facilities and their connections with municipal inlets and outlets
- (xvii) STP and rain water harvesting
- (xviii) Plumbing and HVAC system
- (xix) System for receiving and distributing Electricity from supply agency.
- (xx) Power backup generators
- (xxi) Fire Fighting System
- (xxii) Portion of ultimate Roof thereof required for putting signage, neon light or advertisement material of this Project or other real estate Projects of the Promoter or its sister concern and for utilities
- (xxiii) Generator Set
- (xxiv) Building Management System
- (xxv) Parking Ramps to Basement & 1<sup>st</sup> Floor
- (xxvi) Common Area Security System.
- (xxvii) Building Management System

**SCHEDULE - E**  
**PART I - TOTAL PRICE**

Sl. No.	Description	Amount (In INR)
A.	<b><u>Composite Price:</u></b> a) Cost of Unit and right to park car in the said Parking Space b) Cost of exclusive balcony measuring _____ sq ft or verandah	<i>[Please specify total]</i>
	<b>Sub-Total</b>	[•]
B.	<b><u>Other Charges:</u></b> (a) Proportionate share of costs, charges and expenses of Generator, electricity supply and installation of transformer (b) Association formation Charges (c) Legal/Documentation charges (includes the legal fees pertaining to drafting of this Agreement and the Deed of Conveyance only) excluding stamp duty and registration fees, registration/commission fees and expenses which shall be paid extra by	(a) [•]/- (Rupees [•]) only (b) [•]/- (Rupees [•]) only (c) Rs. [•]/- (Rupees [•]) only (d) Rs.[•]/-

	the Allottee at the rate of Rs. ____/- per Sq.ft.	
	<b>SubTotal:</b>	
C	Goods and Service Tax	
	<b>Total Price (A+B+C)</b>	

## **PART - II**

### **PAYMENT PLAN**

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

<b>Payment Schedule</b>	
<b>On Application</b>	<b>5,00,000</b>
<b>On Booking (within 7 days)- Rs.5,00,000/-</b>	<b>10% +GST</b>
<b>On Agreement (within 30days)+ legal fees</b>	<b>10% +GST</b>
<b>On starting of Piling Work of Respective Block</b>	<b>10% +GST</b>
<b>On completion of ground floor</b>	<b>10% +GST</b>
<b>On completion of 2nd floor</b>	<b>10% +GST</b>
<b>On completion of 5th floor</b>	<b>10% +GST</b>
<b>On completion of 10th floor</b>	<b>10% +GST</b>
<b>On completion of 15th floor</b>	<b>10% +GST</b>

<b>On completion of Roof of Respective Tower</b>	<b>10% +GST</b>
<b>On flooring of respective flat</b>	<b>5% + GST</b>
<b>On Possession</b>	<b>5% +GST</b>

**SCHEDULE - F**  
**(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 aware of and satisfied with common amenities and facilities and specifications:**

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 the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the said Unit.

**1.1. Allottee to mutate and pay rates & taxes:**

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation within 3 months from the execution of the Deed of Conveyance, and (2) pay the rates& taxes (proportionately for the Project and wholly for the said Unit from the date of possession notice and until the said Unit 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.

**1.2. Allottee to pay maintenance charge:**

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter/Facility Management Company 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).

**1.3. Charge/Lien:**

The Promoter shall have first charge and/or lien over the said Unit for all amounts due and payable by the Allottee to the Promoter provided however if the said Unit 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.

**1.4. Obligations of Allottee:**

**The Allottee shall:**

**(a) Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the Residential Common Areas, Amenities and Facilities 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 Residential Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities.

**(c) Paying Electricity Charges:**

Pay for electricity and other utilities consumed within due dates in or relating to the said Unit from the date of fit out.

**(d) Meter and Cabling:**

Be obliged to draw electricity lines/wires, television/DTH cables, broadband/fiber data cables/wifi routers, wifi boosters, wifi hub, etc. and telephone cables to the said Unit only through the ducts and pipes provided

therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment/unit owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to hook, affix, draw or string wires, cables, dish antennae, broadband/fiber routers or pipes from, to or through any part or portion of and outside walls of the building in which the said Unit is located save in the manner indicated by the Promoter / Association (upon formation).

(e) **Commercial Use:**

Not to use the said Unit or permit the same to be used any purpose save and except exclusively for the commercial purpose only.

(f) **Maintenance of said Unit:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Unit, at the cost of the Allottee.

(g) **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Unit use only the common toilets and while so using, keep the common toilets clean and dry.

(h) **Use of Spittoons / Dustbins:**

Use the dedicated spittoons / dustbins located at various places in the Project and to avoid littering.

(i) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Unit and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Unit.

(j) **No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the said Unit 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 Unit 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 Unit 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. In addition to the cost of such repairs, the Allottee shall be liable to make a lump sum payment of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) to the Owner/ Promoter per structural alteration/ damage caused by it.

(k) **No Air Conditioning Without Permission:**

Not to install any window air-conditioning/cooler units anywhere in the said Unit and not to change the manner of installation of air-conditioners/coolers in the bedrooms (if any) and in such areas where air-conditioners/coolers are not installed by the Promoter to install air-conditioners/coolers only in designated areas as approved by Promoter. The said Unit 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 Unit or on the balcony or verandah.

(m) **No Grills :**

Not install any grill and/or box grill on the balcony verandah or windows

(n) **No Sub-Division:**

Not to sub-divide the said Unit 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 Unit 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, 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 Unit.

(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 Unit, the parking space, if any, 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, legally banned, combustible, obnoxious, hazardous, industrial or dangerous articles in the said Unit.

(x) **No Signage:**

Not to put up or affix any sign board, neon glow signs, banner/poster, hoarding, flex sign, name plate, coloured films on the windows or other things or other similar articles in the common areas, inside or outside the windows

and/or the outside walls of the said Unit/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 Unit.

However, the Promoter shall be entitled at all times to install, display and maintain its name, brand and/or logo on a portion of the roof and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. on the ultimate roof and all costs regarding the same shall form part of Common Expenses and no one including the Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever. No one including the Allottees and the Association shall have any right to remove and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter. In addition to the same, the Allottee agrees that the Promoter shall at its discretion allot a dedicated space to the allottees of the units of the Commercial Segment to enable them to affix sign boards, neon glow signs, banner/poster, hoarding, flex sign, name plate, LED displays, inside or outside the windows and/or the outside walls of their respective units/said Building, and the Allottee hereby grants it consent in relation to the same, and agrees that it not to raise any objection in relation thereto.

(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 Unit.

(aa) **No Misuse of Water:**

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

(bb) **No Damage to Common Portions:**

Not to damage the Residential Common Areas, Amenities and Facilities and the Project 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 Animal Slaughter**

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

**(dd) No Hanging Clothes:**

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

**(ee) No Smoking in Public Places:**

Not to smoke in public areas of the Building 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.

**(ff) No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

**(gg) No Littering:**

Not to throw or allow to be thrown litter in the common areas of the said Project.

**(hh) No Trespassing:**

Not to trespass or allow trespass over lawns and green plants within the common areas.

**(ii) No Overloading Lifts:**

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

**(jj) No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

**(kk) No Covering of Open Spaces:**

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

**(ll) To pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax as per law 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) To affix Nameplate:**

To affix nameplate at the designated place only.

(nn) **Pet policy:**

**1.6. Notification regarding Letting/Transfer:**

If the Allottee lets out or transfers the said Unit, the Allottee shall immediately prior to such transfer, notify the Promoter / Association (upon formation) of the tenant's/transferee's address and telephone number and clear all pending dues, if any, payable to the Promoter and/or the Association.

**1.7. 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 Unit and right to use the Project Common Areas, Amenities and Facilities of the Project, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the remaining land not being a part 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 Unit, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

**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:**

Please affix  
photograph and  
sign across the  
photograph

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

Please affix  
photograph and  
sign across the  
photograph

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

BETWEEN

LALIT KUMAR KHETAWAT & ORS

... OWNERS

\_\_\_\_\_ LLP.

... PROMOTER

AND

\_\_\_\_\_  
... ALLOTTEE

**AGREEMENT FOR SALE**

**(RESIDENTIAL)**

**Fox & Mandal, Advocates**

**206, AJC Bose Road,**

**Kolkata- 700 017**