

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) made on this ____ day of _____, Two Thousand and Twenty Two (2023) -

BETWEEN

(1) **SRI DEBABRATA MUKHERJEE**, having (PAN: COCPM4452G) (AADHAR NO: **5252 6228 4654**) (MOBILE NO: **98744 47161**), son of Late Kamal Kumar Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian,

(2) **SRI SUBRATA MUKHERJEE**, having (PAN CGYPM8938H) (AADHAR NO: 705645856398) (MOBILE NO: 8910131496), son of Late Kamal Kumar Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, both are residing at 100C, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Netaji Nagar, Kolkata. - 700047,

(3) **SRI ANIMESH MUKHERJEE**, having (PAN ATZPM9621) (AADHAR NO : **7488 4922 5650**) (MOBILE NO: **8910055401**), son of Late Anil Kumar Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian and

(4) **SRI ALOKE MUKHERJEE**, having (PAN: BJHPM2982E) (AADHAR NO: **2943 4420 3395**) (MOBILE NO: **9163690932**), son of Late Anil Kumar Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, both are residing at 100B, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Netaji Nagar, Kolkata - 700047, hereinafter jointly called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heir/s, executors, administrator/s, representative/s, successor/s, nominee/s and assign/s) of the **FIRST PART**:

A - N - D

PABA REALTY INDIA PRIVATE LIMITED, (PAN:AAKCP2886Q) (CIN:U70109WB2019PTC229693), a Company incorporated under the Companies Act, 1956 and having its registered office at 238, NSC Bose Road, Swati Garden, Netaji Nagar, Post Office - Ranikuthi, Police Station - Netaji Nagar, Kolkata - 700040, represented by one of its Directors **MR. BANDHAN LAL DAS** (PAN: AJDPD8616R) (AADHAR NO. 9830 5658 7184) (MOBILE NO. 9830022152), son of Late Binit Lal Das, by Nationality - Indian, by Religion - Hindu, by Occupation - Business, residing at Swati Apartment, Flat No. 1H, 238, N.S.C. Bose Road, Near Agriculture Office, Post Office - Ranikuthi, Police Station - Netaji Nagar, Kolkata - 700040, hereinafter referred to as the **PROMOTER / DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, in office, Successors-in-interest and/or executors, administrators, assigns its respective heirs executors administrators legal representatives and assigns) of the **SECOND PART**.

A - N - D

MR / MRS _____ having (PAN:) (AADHAR NO.) (MOBILE NO.), son/daughter/wife of Sri _____, by Faith: _____, by Occupation: _____, by Nationality: Indian, residing at _____, Post Office: _____, Police Station: _____, Kolkata, Pin: 700 0..., West Bengal, hereinafter referred to as the **ALLOTTEE / PARTY OF THE THIRD PART** (which terms or expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and / or assigns) of the **THIRD PART**.

A. DEFINITIONS – For the purpose of this Agreement for Sale, unless the context otherwise requires-

(a) **OWNERS** – (i) **SRI DEBABRATA MUKHERJEE**, having (PAN: **COCPM4452G**) (AADHAR NO: **5252 6228 4654**) (MOBILE NO: **98744 47161**), son of Late Kamal Kumar Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian,

(ii) **SRI SUBRATA MUKHERJEE**, having (PAN: **CGYPM8938H**) (AADHAR NO: **705645856398**) (MOBILE NO: **8910131496**), son of Late Kamal Kumar Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, both are residing at 100C, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Netaji Nagar, Kolkata. - 700047,

(iii) **SRI ANIMESH MUKHERJEE**, having (PAN: **ATZPM9621**) (AADHAR NO : **7488 4922 5650**) (MOBILE NO: **8910055401**), son of Late Anil Kumar Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian and

(iv) **SRI ALOKE MUKHERJEE**, having (PAN: **BJHPM2982E**) (AADHAR NO: **2943 4420 3395**) (MOBILE NO: **9163690932**), son of Late Anil Kumar Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, both are residing at 100B, Raja Subodh Chandra Mullick Road, Post Office -

Naktala, Police Station - Netaji Nagar, Kolkata - 700047, hereinafter jointly referred to as the **OWNERS**.

(b) **PROMOTER - PABA REALTY INDIA PRIVATE LIMITED, (PAN:AAKCP2886Q) (CIN:U70109WB2019PTC229693)**, a Company incorporated under the Companies Act, 1956 and having its registered office at 238, NSC Bose Road, Swati Garden, Netaji Nagar, Post Office - Ranikuthi, Police Station - Netaji Nagar, Kolkata - 700040, represented by one of its Directors **MR. BANDHAN LAL DAS (PAN:AJDPD8616R) (AADHAR NO. 9830 5658 7184) (MOB. NO. 9830022152)**, vide Board Resolution dated _____, son of Mr. Binit Lal Das, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at Swati Apartment, Flat No. 1H, 238, N.S.C. Bose Road, Near Agriculture Office, Post Office - Ranikuthi, Police Station - Netaji Nagar, Kolkata - 700040, hereinafter referred to as the **PROMOTER**.

(c) **ALLOTTEE - _____**, hereinafter referred to as the **ALLOTTEE**

(d) **ACT** - means the West Bengal The Real Estate (Regulation and Development) Act, 2016 as amended and/or substituted.

(e) **ADVOCATE** - shall mean Mr. _____, Advocate, _____, Kolkata - 7000____ appointed by the Promoter inter-alia, for preparation of this Agreement and Conveyance for transfer of the Apartment.

(f) **ARCHITECT** - shall mean Mr. _____, Kolkata - 700 0____ and / or any such person or persons who may be appointed by the Promoter as the Architect for the said Project.

(g) **ASSOCIATION** - shall mean an Association of Allottee in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.

(h) **APPLICATION MONEY** - shall have the meaning described to it in Clause 1.13.

(i) **BUILDING / NEW BUILDING** - shall mean the proposed new Residential building named “**VARADA MOANA**” at the said property containing several independent and self-contained residential apartments, parking spaces and other constructed areas.

(j) **BUILT UP AREA** – shall mean the carpet area, along with the area covered by inner walls and the balcony. It includes unusable areas like balconies, flower beds, terraces, etc. _____.

(k) **BOOKING AMOUNT** - shall mean 10% of the Consideration for the Apartment which includes the Application Money plus GST, if any.

(l) **CANCELLATION CHARGES** - shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation and (iii) the stipulated charges on account of dishonor of cheque.

(m) **CARPET AREA**- shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression ‘exclusive balcony or verandah area’ means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee, and ‘exclusive open terrace area’ means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the Allottee.

(n) **SUPER BUILT-UP AREA**- shall mean the sum of the exclusive built-up area, and common areas including the lift, corridors, staircase, clubhouse, and other amenities, etc.,

(o) **COMMON AREAS** - shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written.

(p) **COMMON FACILITIES AND AMENITIES**: shall mean and include the areas, facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder.

(q) **COMMON MAINTENANCE EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottee as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee.

(r) **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottee, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottee and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

(s) **PLAN** - shall mean the plan of the proposed _____ thereto upon the said Premises or on the part thereof to be known as _____ and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto including change

in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

(t) **PROJECT** – shall mean the residential building complex to be known as **“VARADA MOANA”** comprising of _____ to be constructed at the aforesaid property with a further provision of additional floors subject to approval of the competent authority as per the applicable statute, consisting of self-contained independent apartments and the car parking spaces whether open / covered / Frog Lifting / Mechanical Parking within the complex and the Common Areas, Common Facilities and Amenities to be constructed by the Promoter in terms of the Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.

(u) **RULES** - shall mean _____;

(v) **REGULATIONS** - shall mean _____;

(w) **SAID APARTMENT** – shall mean Flat No. ‘___’ on Block: _____ having an area of _____ Square Feet be the same a little more or less (Carpet Area) corresponding to _____ Square Feet be the same a little more or less (Built up area) corresponding to _____ Square Feet be the same a little more or less (Super Built-Up area) situated on the ___ Floor consisting of ___ Bed rooms, ___ dining-cum-drawing, ___ bath cum privies, ___ kitchen and exclusive balcony area of ___ square feet be the same a little more or less in the proposed _____ storied multistoried building of the Project known as _____ together with right to enjoy the Common Facilities and Amenities including all fittings and fixtures therein and / or appurtenant thereto and is hereby agreed to be constructed by the Promoter for Residential cum Commercial purpose for and on behalf of the Allottee on ownership basis, more fully described in the Second Schedule hereunder written.

(x) **PARKING SPACE** - shall mean ____ Parking space (if approved by the Statutory Authority) reserved for the Allottee, in the portion of the ____ Floor / ____ of the proposed buildings in ____ for parking of the Car.

(y) **SAID PROPERTY** – shall mean All THAT the piece and parcel of land containing an area of about _____ more fully and particularly mentioned and described in the **First Schedule** hereunder written.

(z) **SAID SHARE** – shall mean pro rata undivided indivisible impartible variable share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee.

(aa) **SECTION** - shall mean a section of the Act.

(bb) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

(cc) **SPECIFICATION** – shall mean the specification for the said Apartment as mentioned in the Second Schedule of the PART II hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

B. INTERPRETATION

1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

- 1.2.2 Words in singular shall include the plural and vice versa.
- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act shall have their meanings ascribed in the Act.

WHEREAS:

A. One Kamal Mukherjee, since deceased, by a registered Deed of Partition dated 28th January, 1975 became the sole and absolute owners in respect of ALL THAT piece and parcel of message, tenement, hereditament and land measuring 2 Cottahs 0 Chittaks and 0 Square Feet be the same a little more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi. No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100A/4, Raja Subodh Chandra Mullick Road, Police Station - Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough - X of the Kolkata municipal Corporation. The said deed of Partition was duly executed and registered in the office of District, Sub: Registrar at Alipore in Book No. I, Volume No. 37, Pages from 87 to 102, billing Deed No. 532, for the year 1975.

B. The said Kamal Kumar Mukherjee while thus seized and possessed of or otherwise sufficiently entitled to the aforesaid property as sole and absolute OWNERS thereof to the exclusion of others, died intestate on 22nd March, 2011 leaving behind him surviving his wife Smt. Arati Mukherjee, two daughters namely Smt. Rinku Bhattachajee, Smt. Iti Das and two sons namely Sri Debabrata Mukherjee and Sri Subrata Mukhejee who jointly inherited in equal shares the aforesaid property as co-owners thereof left by the said Kamal Kumar Mukherjee.

C. After taking possession of the aforesaid property, the said Smt. Arati Mukherjee, wife of Late Kamal Kumar Mukherjee, Smt. Rinku Bhattacharjee, wife of Sri Kishori Mohan Bhattacharjee, daughter of Late Kamal Kumar Mukherjee and Smt. Iti Das wife of Sri Kamal Das, daughter of Late Kamal Kumar Mukherjee were the owners of undivided 3/5th share of right, title, interest in ALL THAT piece and 'parcel of land measuring more or less 864 Square feet equivalent to 1 Cottah 3 Chittaks and 11 Square feet out of 2 Cottahs more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100A/4, Raja Subodh Chandra Mullick Road, Police Station - Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation.

D. Being in natural love and affection, the said Smt. Arati Mukherjee, Smt. Rinku Bhattachajee and Smt. Iti Das jointly gifted ALL THAT piece and parcel of land 864 square feet equivalent to 1 Kattah 3 Chittaks and 11 square feet out of 2 Cottahs more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No, 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structure standing thereon, lying situate and being Premises No. 100A/4, Raja Subodh Chandra Mullick Road, Police Station - Netaji Nagar, Kolkata - 700047 within the limits of Ward No. 100, Borough X of the Kolkata Municipal Corporation unto and in favour of Sri Debabrata

Mukherjee and Sri Subrata Mukherjee the Vendors herein by virtue of a Deed of Gift, which was registered in the office of Addl. District Sub-Registrar Alipore and recorded in Book No. I, Volume No. 1605-2016, Page from 113789 to 113810, Being No. 160504191, for the year 2016.

E. While the said Deed of Gift, the Sri Debabrata Mukherjee (Land OWNERS no. 1 herein) and Sri Subrata Mukherjee (Land owner no. 2 herein) have been peacefully, seized, possessed of and/or otherwise well and sufficiently entitled to the said total bastu land measuring 2 Cottahs 00 Chittack and 00 Square feet together with structure standing thereon more or less without any interruption or hindrances from others.

F. Being urgent need of money said Sri Debabrata Mukherjee (Land owner no. 1 herein) and Sri Subrata Mukherjee (Land owner no. 2 herein) have sold, transferred, conveyed of ALL THAT piece and parcel of undivided Bastu land and structure measuring 100 square feet be the same a little more or less out of total Bastu land measuring 2 Cottahs more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon. lying situated at being Premises No. 100A/4, Raja Subodh Chandra Mullick Road, Police Station - Netaji Nagar, Kolkata - 700047 within the limits of Ward No. 100, Borough X of the Kolkata Municipal Corporation 24 Parganas in favour of Sri Animesh Mukherjee (Land owner no. 3 herein) in the District of South and Sri Alope Mukherjee (Land owner no. 4 herein) by way of a registered Deed of Sale registered on 29th December, 2016 before the office of District Sub-Registrar-I at Alipore and recorded in Book No. 1, Volume No. 1601-2016, Page from 116765 to 116785, being No. 160103887 for the year 2016.

G. While the said Deed of Sale, the Sri Animesh Mukherjee (Land Owner no. 3 herein) and Sri Alope Mukherjee (Land Owner no. 4 herein) have been peacefully, seized, possessed of and/or otherwise well and sufficiently entitled to the said undivided land measuring 100 Square Feet more or less without any interruption or hindrances from others.

H. One Anil Kumar Mukherjee, since deceased, by a registered deed of Partition dated 22nd November, 1962 became the sole and absolute owner in respect of ALL THAT piece and parcel of message, tenement, hereditament and land admeasuring 6 Cottahs 3 Chattak 23 square feet be the same a little more or less comprised in Mouza - Baishnabghata, Pargana Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100C, Raja Subodh Chandra Mullick Road, Police Station - Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation. The said deed of Partition was duly executed and registered in the office of District Sub-Registrar at Alipore in Book No. I, Volume No. 67, Pages from 286 to 287, being Deed No. 4666, for the year 1962.

I. The said Anil Kumar Mukherjee while thus seized and possessed of or otherwise sufficiently entitled to the aforesaid property as sole and absolute owner thereof to the exclusion of others, died intestate on 10.01.2004 leaving behind him surviving his two sons namely Sri Animesh Mukherjee and Sri Aloke Mukherjee who jointly inherited in equal shares the aforesaid property as co-owners thereof left by the said Anil Kumar Mukherjee.

J. After taking possession of the aforesaid property, the said Sri Animesh Mukherjee and Aloke Mukherjee, both sons of Late Anil Kumar Mukherjee ALL THAT piece and parcel of message, tenement, hereditament and land admeasuring 6 Cottahs 3 Chattak and 23 square feet be the same a little more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100C, Raja Subodh Chandra Mullick Road, Police Station - Netaji Nagar, Kolkata - 700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation.

K. While the said inherited property, the Sri Animesh Mukherjee (Land Owner no. 3 herein) and Sri Aloke Mukherjee (Land Owner no. 4 herein) have been

peacefully, seized, possessed of and/or otherwise well and sufficiently entitled to the said total bastu land measuring 06 Cottahs 03 Chattak and 23 Square Feet together with structure standing thereon more or less without any interruption or hindrances from others.

L. Being urgent need of money said Sri Animesh Mukherjee (Land Owner no. 3 herein) and Sri Alope Mukherjee (Land Owner no. 4 herein) have sold, transferred, conveyed of ALL THAT piece and parcel of undivided Bastu land and structure measuring 100 square feet be the same a little more or less out of total Bastu land measuring 06 Cottahs 03 Chattak and 23 Square Feet more or less comprised in Mouza - Baishnabghata, Pargana - Khaspur, R.S. No. 11, J.L. No. 28, Touzi No. 56, Dag Nos. 75 and 76 under Khatian No. 61/350 with structures thereon, lying situated at being Premises No. 100C, Raja Subodh Chandra Mullick Road, Police Station - Netaji Nagar, Kolkata - 700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation in the District of South 24 Parganas in favour of Sri Debabrata Mukherjee (Land Owner no. 1 herein) and Sri Subrata Mukherjee (Land Owner no. 2 herein) by way of a registered Deed of Sale registered on 30th December, 2016 before the office of District Sub-Registrar-I at Alipore and recorded in Book No. I, Volume No. 1601-2016, Page from 116786 to 116805, being No. 160103899 for the year 2016.

M. while the said Deed of Sale, the Sri Debabrata Mukherjee (Land Owner no. 1 herein) and Sri Subrata Mukherjee (Land OWNERS no. 2 herein) have been peacefully, seized, possessed of and/or otherwise well and sufficiently entitled to the said undivided land measuring 100 Square Feet more or without any interruption or hindrances from others.

N. The said two plots are adjacent with each other and are free from all encumbrances, charges, liens, mortgage and/or any other nature of attachments whatsoever and have no acquisition or requisition or any case both in Civil or Criminal nature is/are pending in the respective learned Court(s) or elsewhere in respect of the said two property/ premises and the said two

premises are presently under the possession of the said owners no. 1, 2, 3, and 4 herein respectively no one else had or has any right, title or interest and claim whatsoever and or howsoever in respect of the said two property/Premises and the said two property/premises are free all encumbrances, attachments, liens, charges and/or claims and still in possession and enjoyment continued by the such owners no. 1, 2, 3 and 4 herein.

O. In course of enjoying the said two properties, the said owners herein namely (1) SRI DEBABRATA MUKHERJEE, (2) SRI SUBRATA MUKHERJEE, (3) SRI ANIMESH MUKHERJEE and (4) SRI ALOKE MUKHERJEE being absolute owners of their respective property for better use and enjoyment of their respective properties on the basis in amicable settlement by and between all the parties are and both the parties herein have jointly decided to Amalgamate their respective plots into a single land.

P. for the above reason and for implementation of their said desire the said OWNERS herein jointly or duly Amalgamated the said two properties into a single K.M.C. Premises being Premises No. 100C, Raja Subodh Chandra Mullick Road, Police Station - Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough - X of the Kolkata municipal Corporation in the District of South 24 Parganas.

Q. The said (1) Sri Debabrata Mukherjee, (2) Sri Subrata Mukherjee, (3) Sri Animesh Mukherjee and (4) Sri Alope Mukherjee became the joint owners of the said land and building standing thereon and recorded their names in the office of the Kolkata Municipal Corporation (Jadavpur Unit) and the said land and building standing thereon became known and numbered as Premises No. 100C, Raja Subodh Chandra Mullick Road, Police Station - Netaji Nagar, Kolkata-700047 within the limits of Ward No. 100, Borough X of the Kolkata municipal Corporation in the District of South 24 Parganas.

R. Now the said property is free from all encumbrances, charges, liens, mortgage and/or any other nature. of attachments whatsoever and have no

acquisition or requisition or any case pending both in Civil or criminal nature in the respective learned Court(s) or elsewhere in respect of the said property/ premises which is more fully and particularly described in the SCHEDULE "A" written hereunder the said premises is presently under the absolute joint of the said owners of the First Parties herein namely (1) Sri Debabrata Mukherjee, (2) Sri Subrata Mukherjee, (3) Sri Animesh Mukherjee and (4) Sri Alope Mukherjee no one else had or have any right, title or interest or claim whatsoever and or howsoever in respect of the said Premises and the said premises is free from all encumbrances, attachments, liens, charges and/or claims and still in possession and enjoyment continued by the said owners of the First Part herein.

S. Presently due to some personal problems, the said owners herein jointly intend to develop the said property by constructing a multi storied building in Accordance with the Building Plan prepared by a Technical Person and duly approved by the K.M.C. for their better beneficial use of residential accommodation and other purpose/s after taking will necessary permissions which is/are will be required for effecting their said intension but due to insufficient technical know-how, experience and man power and finance, the said owners herein realized their inability proceed with the matter and to implement their such desire and intension and thereby with a view to develop the said land and to construct a building with modern amenities and facilities, consisting of several flats / shop / car parking/other space/s etc. as per the Sanction of IS Building Plan and for this the sai'l owners herein was searching for a suitable, solvent and experienced developer and/or builder who will invest his/her/it's own financial resources having good man power, experience and technical knowledge for smooth implementation of the said project on the said land as more fully and particularly described in the Schedule - A written hereunder.

T. In terms of the said registered Development Agreement dated _____ entered into by and between the Owners and the Promoter, it has been mutually agreed save and except ____ of the Owners' allocation out of total sanctioned area in the proposed building and balance ____ out of total sanctioned area in the

proposed building will be sold to the prospective Allottee / (s) on sharing the sale proceeds on the basis as per the proportion of the respective allocations of the Owners and the Promoter. Accordingly, the Promoter has been fully authorized by the Owners to sell the said _____ of the total sanctioned area including the Owners' allocation in the aforesaid ratio to the prospective Allottee / (s) out of which _____ of the total sanctioned area belongs to the Owners and _____ of the total sanctioned area belongs to the Promoter out of the Owners' and Promoter's allocation.

U. The present Allottee being interested to acquire one Apartment had applied vide application _____ dated - _____ and accordingly have been allotted a Flat No. _____ on Block - _____ having an area of _____ square feet Carpet area be the same a little more or less corresponding to _____ square feet built up area be the same a little more or less and _____ square feet super built-up area be the same a little more or less situated on the _____ Floor consisting of Two Bed rooms, one dining-cum-drawing, Two bath cum privies, One kitchen and exclusive balcony area of _____ square feet be the same a little more or less together with one Car parking space measuring about _____ square feet more or less at Ground Floor together with undivided impartible variable proportionate share in the land corresponding thereto together with all other common facilities and / or amenities attached to the said property situated _____ (hereinafter referred to as the said "Flat and Car Parking ") accordingly, the Promoter for self and on behalf of the Owners have agreed to sell, convey and / or transfer the same to the said Allottee at or for a consideration of Rs. _____/- (Rupees _____ only) plus Goods and Service Tax (GST) as applicable to be paid by the Allottee in the manner as specified in the Second Schedule (Part - I) free from all encumbrances, charges, liens, attachments, whatsoever.

V. The parties have gone through all the terms and conditions as set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Premises and the

plans, designs and specifications prepared by the Promoter' Architects and of such other documents as are specified under the Act.

W. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

X. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project.

Y. 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.

Z. The Allottee has been made aware and has unconditionally agreed that the occupants of other apartments in the said Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such Common amenities and facilities of the Project which are so intended by the Promoter for use of the other occupants of the said Project.

AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and Promoter hereby agrees to transfer their right, title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee hereby agrees to purchase the said Apartment.

BB. It has been agreed by the parties that the Association of all the Allottee of all the Buildings in the said Project shall be formed as and when the said

Project is completed in its entirety shall own in common all Project Common amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

CC. The title of the Owner to the said Property has been examined by the Allottee to his satisfaction and the Allottee agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

DD. The Allottee has also seen and inspected the Plans for the time being sanctioned by the authorities relating to the said Project and has fully satisfied himself about the validity and all other aspects thereof and agree and covenants not to raise any objection with regard thereto.

EE. The Owners, Promoter and Allottee shall hereinbefore collectively be referred to as the “parties” and individually as a “party”.

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:**

1.2.1 The Total Price for the Apartment based on the Super Built Up Area is Rs. _____. (Rupees _____ only) (“Total Price”)

<i>HEAD</i>	<i>PRICE/SQUARE-FEET</i>
<i>(i) Apartment No.</i>	
<i>(ii) Block No.</i>	
<i>(iii) Floor</i>	
<i>(iv) Apartment Type</i>	

<i>(v) Base Price</i>	
<i>(vi) Preferential Location Charges/ Floor Rise Charges (as applicable)</i>	
<i>(vi) Cost of Apartment</i>	
<i>(vii) Cost of Exclusive Balcony</i>	<i>Rs.</i>
<i>(viii) Cost of Open Terrace Area</i>	
<i>(ix) Pro-rata cost of Common Area</i>	<i>Rs.</i>
<i>(x) Total cost of Apartment:</i>	<i>Rs.</i>
<i>(xi) Covered (Ground floor) Parking-Dependent / Independent / Mechanical / (Not Applicable)</i>	<i>Rs.</i>
<i>(xii) Covered (Basement) Motor Cycle Parking.</i>	<i>Rs.</i>
<i>(xiii) Total cost of Apartment</i>	<i>Rs.</i>
<i>(xiv) Goods & Service Tax</i>	<i>Rs.</i>
<i>Total Price:</i>	<i>Rs.</i>

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the

construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and the said Project to the association of Allottee after obtaining the completion certificate.

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.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective.
- (iv) The Total Price of Apartment includes recovery of price of land, cost of construction not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, lift, water line and plumbing, finishing with paint the exterior of the towers, vitrified / ceramic tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, and other charges as mentioned in Clause 1.2.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per specification.

(v) In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession / Deemed Possession also pay the following amounts to be termed as 'Extras and Deposits'. The Allottee shall make the payment of Extras and Deposits as per the Sixth Schedule hereunder written.

- a) Legal Documentation Charges will be Rs. 20,000/- (Rupees _____ only) of the said Apartment plus applicable GST, out of which one-half shall be paid by the Allottee to the Promoter on or before the execution of this Agreement hereof and the balance one-half on or before the Date of Possession / Deemed Possession or the date of execution of the deed of conveyance in respect of the said Apartment, whichever be earlier; For the preparation of the nomination agreement the legal fees to be paid @ Rs. ____/- (Rupees only) per apartment plus GST and such fees will be applicable for all subsequent nomination of this agreement in respect of the said Apartment.
- b) Transformer / H.T. Line Charges (non-refundable) – @ Rs. ____/- (Rupees _____ only) per sq. ft. of the carpet area of _____sq. ft. be the same a little more or less, exclusive balcony area of _____ square feet more or less on the _____ Floor of the building + GST. If there is any excess cost incurred by promoter at the time of execution, the same shall be payable on proportionate basis.
- c) Generator Charges (non-refundable) - @ Rs. ____/- (Rupees _____ only) per 2 BHK Flat / Apartment + G.S.T. (as applicable) subject to maximum of ____KVA and Rs. ____/- (Rupees _____ only) + G.S.T. (as applicable) for _____ BHK & study / _____BHK Flat / Apartment + G.S.T. (as applicable) subject to maximum of _____ KVA.

- d) Sinking Fund - Rs. ____/- (Rupees _____ only) per square feet of the carpet area of ____ square feet be the same a little more or less, exclusive balcony area of ____square feet, more or less on the ____ Floor of the building on account of a fund to be created for the capital expenditure of the Complex.
- e) Advance Maintenance Charges (non-refundable) - @ Rs. ____/- (Rupees _____ only) per sq. ft. of the carpet area, exclusive balcony area and open terrace as applicable of the said Apartment /Apartment + GST.
- f) Formation of Maintenance Company / Association (non-refundable) - @ Rs. _____/- + GST.
- g) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable Stamp duty / fees and Registration charges / fees on execution and registration of this agreement and of the sale deed and other documents to be executed and /or registered in pursuance hereof and also all the statutory charges payable therefore including the charges of the copywriter for copying such documents and expenses incidental to registration.
- h) The Allottee shall pay the deposit to _____ directly on account of Individual Meter.

1.2 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the

Allottee under this agreement and the amount thereof shall be treated as outstanding.

- 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.
- (i) If prior to execution of the conveyance, the Allottee nominates his provisionally allotted apartment unto and in favour of any other person or persons in his place and stead, the Allottee may do so with the permission of the Promoter subject to payment of nomination charges @ ____% on total consideration + GST on Nomination.
- (ii) The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenettes and fixtures and dimension, if provided in the show / model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided he may vary as to make, color, shade, shape and

appearance from the ones provided in the model Apartment and the Allottee shall not be entitled to raise any claim for such variation.

- 1.4 The Allottee shall make the payment as per the payment plan set out in Fifth Schedule hereto ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the Promoter and that shall be binding upon the Allottee. The Provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is affected) in respect of the Apartment without prior written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations in accordance with the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the building is complete and the completion certificate or such other certificate is granted by the competent authority or authorities, by furnishing details of the changes, if any, in the carpet area. Accordingly, the total price payable for the carpet area shall be re-calculated upon confirmation by the Promoter and if there is reduction in the carpet area then the Promoter

shall refund the difference of money to the Allottee within Thirty (30) days with interest at the rate as prescribed in the Rules, from the date when such excess amount was paid by the Allottee. Similarly, if thereby any increase in the carpet area of the said apartment allotted to the Allottee, the Promoter shall demand such excess payment from the Allottee to be paid within Thirty (30) days from the date thereof and in case of any delay of such payment, the same will carry interest at the rate as prescribed in the Rules from the date of demand of such excess amount.

- 1.8 The rights of the Allottee are limited to ownership of the said Apartment and the Allottee hereby accept the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottee shall have common user rights in the Common Areas; Amenities & Facilities of the Project to the extent required for beneficial use and enjoyment of the said Apartment, the Allottee hereby accept the same.
- 1.10 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have right to use the undivided pro rata share in the Common Areas of the said Project transferred to the Association of Allottee as per applicable laws. Since the share / interest of the Allottee in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee shall use all Common Amenities and Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Amenities & Facilities to the Association of Allottee subject to its formation after duly

obtaining the completion certificate from the competent authority for the Project. Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction not only the Apartment but also the Common Areas, internal development charges, external development charges, landscaping charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint the exterior of the Buildings, Vitrified / Ceramic tiles, doors, windows, 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 Apartment and the Project.

(iv) The Allottee has the right to visit the said Project site to assess the extent of development of the said Project and his Apartment, subject to prior consent of the Site Engineer / Promoter in writing and complying with all safety measures while visiting the site.

(v) The Promoter shall not entertain any requests for modification in the external facade of the buildings and common areas including common facilities and amenities. Provided, however, any modification in inside of the said Apartment may entertained by the Promoter subject to approval of the local Municipal Authority.

1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the Car Parking space at Ground Floor, 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 land comprised in the said Premises and is not a part of any other project or zone and shall not form a part of and / or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project Common Amenities & Facilities shall be available only for use and enjoyment of the Allottee of the said Project.

1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its 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 said Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.13 Out of the Booking Amount, the Allottee has paid a sum of Rs. _____/- (Rupees _____ only) including G.S.T. as application money ("Application Money") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledge. On or before the Effective Date (the date of execution of this agreement) the Allottee has paid the balance Booking Amount of Rs. _____/- (Rupees _____ only) including G.S.T. The Booking Amount forms part of the Total Price and the Allottee hereby agrees to pay the remaining price of the said Apartment as prescribed in the Payment

Plan [Fifth Schedule] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum.

2. MODE OF PAYMENT:

2.1. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft / bankers' cheque or online payment (as applicable) in favour of “_____” payable at Kolkata. Time shall be the essence of the contract in this regard.

2.2. That at or before execution of this Agreement the Allottee paid to the Promoter a sum of Rs. _____/- (Rupees _____only) plus GST as and by way of earnest money and / or part consideration money towards the price of the said self-contained apartment, which the Promoter doth hereby acknowledge to have received as per the memo given below and the balance consideration money should be paid by the Allottee in the manner as specified in the Fifth Schedule hereunder written.

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 there under 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 their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understand(s) and agree(s) that in the event of any failure on his / her / their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he / she / they 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 accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorize the Promoter to adjust appropriate all payments made by them under any heads of dues against lawful outstanding of the Allottee against the said Apartment if any, in their name and the Allottee undertake not to object / demand / direct the Promoter to adjust such payments in any other manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said project with the Authority and towards handing over the said Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case maybe, subject to the same being formed and registered.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans which shall be approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation / alteration / modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understand that timely delivery of possession of the said Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assure to hand over possession of the said Apartment along with ready and complete Common Areas all specifications, amenities and facilities of the said Project in place on _____ with a grace period of 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order, events, omissions or accidents which are beyond the reasonable control of the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement ("**Force Majeure**").

If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount {less any taxes collected from the Allottee} received by the Promoter from the allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he 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.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority shall offer in writing the possession of the Apartment (Possession Notice), to the Allottee in terms of this Agreement to be taken within 1 (One) month from the date of issue of occupancy certificate / completion certificate (Possession Date).

Provided that, in the absence of local law and subject to the Allottee complying with their obligations hereunder, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (Three) months from the date of issue of occupancy certificate / completion certificate subject to the Allottee(s) making payment on account of stamp duty, registration fee etc.

Provided Further That the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed Conveyance Deed or other instruments until such time the Allottee makes payment of all amounts as mentioned in 1.2.1, and 1.2.2 agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee

in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter, not due to any act or omission on the part of the Allottee. The Allottee, after taking possession, agree to pay the maintenance charges as determined by the Promoter / Association of Allottee, as the case may be after the issuance of the Occupancy certificate / Completion certificate for the said Project. The Promoter shall hand over copy of the occupancy certificate / completion certificate of the Apartment to the Allottee at the time of conveyance of the same. The Promoter shall hand over copy of the occupancy certificate / completion certificate to the Association after formation of the Association.

The Land Owners herein shall jointly execute the sale deed in respect of the said apartment and undivided impartible variable proportionate share in the land in favour of the Allottee simultaneously with the delivery of the said apartment but in any event, within 3 (three) month from the date of completion of the proposed buildings and/ or from the date of obtaining Certificate and / or Occupancy Certificate from the concerned authorities.

7.3 Failure of Allottee to take possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fail to take possession within the time provided in para 7.2 such Allottee shall be liable to pay maintenance charges, property taxes and other outgoings for the period of delay to taking possession from such date as notified in the Possession Notice from such date as notified in the Possession Notice. **(Deemed Possession)**.

It is understood by the Allottee that even if the Allottee fail to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the [15th] day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee take physical possession of the Apartment, will be deemed to be the possession date (**“Possession Date”**).

On and from the Possession Date and Deemed Possession:

- (i) The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date and Deemed Possession;
- (ii) The Allottee, however, at the time of taking possession of the aforesaid apartment shall pay the maintenance charges for 12 months in advance calculated @ Rs. ___/- (Rupees _____ only) per Sq. ft. per month plus GST on the carpet area of _____ sq. ft. be the same a little more or less, exclusive balcony area of _____ sq. ft., more or less on the _____ Floor of the building + GST except D.G. Set fuel cost. The Allottee will also pay Rs. ___/- (Rupees _____ only) per sq. ft. plus GST as applicable on carpet area of the apartment as sinking fund to the Promoter, which will be transferred to Association of the building at the time of handing over the same to the Association after deducting expenses, if any.
- (iii) All taxes, deposits and other levies / charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date and Deemed Possession.
- (iv) All other expenses necessary and incidental to the management and maintenance of the Project.

- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate / completion certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee on its formation and registration or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate subject to formation and registration of the association.
- 7.5 **Cancellation by Allottee**— The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee propose to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the amount as mentioned and defined in Clause A (l) herein above paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited including stamp duty, registration charges and incidental charges with the appropriate authorities concerned shall not be returned by the Promoters and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 7.6 **Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to his due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment, with applicable interest rate in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due.

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee applicable interest rate for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title in respect of the aforesaid property and the Promoter has got the requisite rights for development of the aforesaid property and absolute, actual, physical and legal possession of the said Property for the said Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said Property or the Project as on the Effective Date;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Property / Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Premises, Building and apartment and the Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Promoter has not entered into any agreement for sale and arrangement with any person or party with respect to the said Apartment 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 Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Amenities & Facilities of the said Project to the association of Allottee or the competent authority, as the case may be after the completion of the entire project.
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the said Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate of the said Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, 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 Premises) has been received by or served upon the Promoter in respect of the said Property and / or the said Project.

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) The Promoter fails to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in para 7.1 or fail(s) to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority:
- (ii) Discontinuance of either of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stop making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee required to make the next payment without any interest or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment, along with

interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice subject to the Allottee shall prior to receipt of refund on the above account from the Promoter, at its own costs and expenses, execute all necessary cancellation related documents required by the Promoter. Provided that where an Allottee do not intend to withdraw from the said Project or terminate the Agreement, they shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

- (i) In case the Allottee fail to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two percent (2%) thereon per annum from the date of default till actual payment is made;

- (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 Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to Clause 7.5 above, be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation and this Agreement shall thereupon stand terminated.

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

The Promoter, on receipt of Total Price of the Apartment as per Clause 1.2.1 of this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with the pro rata share in the Common Areas of the Project within 3 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 fail to deposit the stamp duty and / or registration charges and / or other costs within the period mentioned in the notice, the Allottee authorize the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty, registration charges and other costs to the Promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

- i) The Promoter shall be responsible to provide and maintain essential services in the aforesaid Project till taking over of the maintenance of the said Project by the Association to be formed by the Allottee and registration upon the issuance of the completion certificate of the aforesaid Project. The cost of such maintenance **for one year** has been excluded in the Total Price of the Apartment on the basis that the Association shall be formed within a period of 30 days from the date of Completion Certificate issued by the Municipality and at the time of handing over the maintenance to the said Association any excess amount remain with the Promoter shall be handed over to the said Association. Similarly, if any amount is found to be shortfall in such case the Allottee shall be liable to pay the same to the Promoter.
- ii) In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actual.
- iii) During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration and operationalization of the Association, the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.
- iv) The Promoter shall endeavor that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges

and also guest charges and the user charges for the utilities being provided on “pay by use” basis, if any.

- v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- vi) The Rules / Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.
- vii) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.
- viii) The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the “Association”).
- ix) The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.
- x) The Promoter shall at an appropriate time within a maximum period of 365 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee (as also to all other Allottee of other apartments of Project) in accordance with applicable laws so as to enable them to constitute / form such Association.

- xi) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and / or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the apartment acquirers in the project on pro-rata basis as specified by the Association. The Promoter and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee agree to abide by the same.
- xii) The Allottee has also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said apartment which will appear in detail in the Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.
- xiii) The Allottee, however, agreed that at the time of taking possession of the aforesaid Flat / Apartment shall also pay a sum of Rs. _____/- (Rupees _____ only) plus GST (as applicable) for 2 BHK Flat / Apartment and Rs. _____/- (Rupees _____ only) plus G.S.T. (as applicable) for 2 BHK and study / 3BHK Flat / Apartment on account of providing facilities for Amenities / Club Charges.
- xiv) Allottee hereby agreed and accords his consent in favour of the Promoter for applying and obtaining a sanction from the Appropriate Authority for installation of Frog lifting / Mechanical car parking in the ground floor of the proposed building at the cost and expenses of the Promoter.

12. **DEFECT LIABILITY:**

12.1 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, save those as mentioned in clause 12.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

12.2 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) 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;

- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and / or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and / or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and / or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

12.3 The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter and further provided that the same has not been caused and / or occasioned directly and / or indirectly, by / due to any act of commission and / or omission of any act, deed or thing of / by the Allottee and / or of / by the men, servants, contractors, agents personnel etc. of the Promoter and / or due to normal wear and tear etc. And further provided that no steps have been taken by the Promoter of its own volition in an endeavor to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

12.4 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 Apartment wing and if the annual maintenance contracts are not done / renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter / 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 Apartments and the Common project amenities and facilities wherever applicable. The Allottee have been

made aware and the Allottee expressly agree that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

12.5 Notwithstanding anything herein contained it is hereby 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 purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter / facility maintenance agency / association of Allottee shall have the right of unrestricted access of all Common Areas, garages / covered parking , open parking and Frog Lifting / Mechanical Parking spaces for providing necessary maintenance services and the Allottee agree to permit the Association of Allottee and / or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **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 electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fitting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

15.2 The Allottee further undertake, assure and guarantee that they 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 said Project, Buildings therein or Common Areas. The Allottee shall also not

change the colour scheme of the outer walls or painting of the exterior side of the windows or Verandah / Balcony paints or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Apartment.

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

15.4 The Promoter shall make provisions only for one service providers as selected by the Promoter for providing the services of cable, broadband, telephone etc. The Allottee (as also other Apartment 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 cable connection facilities of the designated one service providers to all the Apartments.

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

The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structures anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities which shall be approved by the competent authority and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

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

19. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottee 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.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee sign 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 authorities as and when intimated by the Promoter. If the Allottee fail to execute and deliver to the Promoter this Agreement within 7 (seven) days from the date of its receipt by the Allottee and / or appear before the concerned authorities 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.

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

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE(S):**

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

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

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

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

25. **SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee have to make any payment, in common with other Allottee in the said Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the said Project.

27. **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.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory, at the Promoter' office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ and / or Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the A.D.S.R at Alipore / R.A. Kolkata. Hence this Agreement shall be deemed to have been executed at Alipore / Kolkata.

29. **NOTICES:**

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

_____. (Name of Allottee)
 _____, P.O.: _____, P.S.: _____,
Kolkata, Pin Code: 700 0 . (Allottee 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.

30. **JOINT ALLOTTEE(S):**

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

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the said Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, 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 there under.

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 there under including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

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

Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

34. **JURISDICTION:**

Only the Courts of Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

35. **MISCELLANEOUS**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Promoter and Allottee to be respectively paid, observed and performed, as the case may be.

35.1 The Allottee prior to execution of the Deed of Conveyance nominates his provisionally allotted said Apartment unto and in favor of any other person or persons in his place and stead, the Allottee may do so subject to payment of the sum mentioned in Clause 1.3.i. 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.

However, the Allottee shall be entitled to transfer or assign the benefits / rights of the Allottee under this Agreement or nominate any person including a person who already has purchased an Apartment in the said Project or their spouse or minor children.

The Allottee admits and accepts that before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and / or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

Allottees 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.

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.

- 35.2 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show / model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications

mentioned in this agreement in Part II of the Second Schedule and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, color, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.

- 35.3 In the event of the Allottee obtaining any financial assistance and / or housing loan from any bank / financial institution, the Promoter shall act in accordance with the instructions of the bank / financial institution in terms of the Agreement between the Allottee and the Bank / financial institution, subject however the Promoter being assured of all amounts being receivable for sale and transfer of the said Apartment and in no event the Promoter shall assume any liability and / or responsibility for any loan and / or financial assistance which may be obtained by the Allottee from such bank / Financial Institution.
- 35.4 In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment / remittances on behalf of the Allottee and such third party shall not have any right in the Application and / or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.
- 35.5 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of

materials of specifications mentioned in the Part II of the Second Schedule.

- 35.6 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes and covenant not to make or raise any objection to the consequent pre-ponement of his payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction and the same is not a time linked plan.
- 35.7 The right of the Allottee shall remain restricted to their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and / or any other portions of the said Project.
- 35.8 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the said Project and / or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Promoters such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 35.9 The Promoter will not entertain any request for modification in the internal layouts of the Apartment of the Building. In case the Allottee desire (with prior written permission of the Promoter) to install some different fittings / floorings on his own within the said Apartment, he will not be entitled to any reimbursement or deduction in the value of the said Apartment. For this purpose, in only those cases where the Allottee have made full payment

according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Apartment prior to the Possession Date for the purpose of interior decoration and / or furnishing works at the sole cost, risk and responsibility of such Allottee provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

35.10 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the said Apartment without the consent in writing of the Promoter. PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and / or deal with the said Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the said Project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

35.11 The cost of such maintenance will be paid / borne by the Allottee from the date of obtaining Completion Certificate / Occupancy Certificate till handover of maintenance of the said Project to the Association of Allottee and thereafter to the Association of Allottee. Maintenance Expenses shall mean and include all the following expenses for the maintenance, management, upkeep and administration of the Common Areas and Common Amenities and Facilities, Installations and for rendition of services in common to the Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee of the said

Project including those mentioned in Fourth Schedule hereunder written.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the firefighting equipment and personnel, if any.
- All expenses for insuring the New Building and / or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipment's and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.

- Municipal tax, Khajna, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipment's.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

35.12 That Allottee shall not have and /or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank / Stair Head Room of the newly constructed buildings in the said Project and the Promoter shall have exclusive right over the same to install Hoardings / Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority / authorities for the same.

35.13 That on and from the date of possession and the deemed possession of the said Apartment, the Allottee shall:

- a. Co-operate in the management and maintenance of the said Project.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association of Allottees, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Project'.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association of Allottees including the GST.
- d. The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).
- e) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ SBI Prime Lending Rate plus 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter / Association of Allottee

as the case may be, shall be entitled to take the following measures and the Allottee hereby consent to the same:

- i) to discontinue the supply of electricity to the "Said Apartment".
 - ii) to disconnect the water supply.
 - iii) not to allow the usage of lifts, either by Allottee, their family members, domestic help and visitors.
 - iv) to discontinue the facility of DG Power back-up
 - v) to discontinue the usage of all common amenities and facilities provided in the said Project to the Allottee and their family members / guests.
- f. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter / Association of Allottee to realize the due amount from the Allottee.
- g. The Allottee shall use the said Apartment for residential purpose only.
- h. The Allottee shall use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter or the Association of Allottee, upon formation, in writing.

- i. The Allottee shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- j. The Allottee shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Project and / or the adjoining building/s.
- k. The Allottee shall not place or cause to be placed any article or object in the common area.
- l. The Allottee shall not injure, harm or damage the Common Area or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.
- m. The Allottee shall not park any vehicle 2 / 4-wheeler, in the said Project, unless the facility to park the same is obtained and / or acquired by Allottee.
- n. The Allottee shall not make any addition, alteration in the structure of the building, internally within the Apartment or externally within the said Project and shall not change the location and / or design of the window and balcony grills (provided by the Promoter) and also shall not change the color of the balcony / verandah, which is part of the outside color scheme of the Building / elevation, duly approved and finalized by the Architect of the said Project.
- o. The Allottee shall not slaughter or permit to be slaughtered any animal and /or bird nor do any act and / or deed in violation of any provision of the Prevention of Cruelty to Animals Act, 1960.

- p. The Allottee shall not keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and / or any other Apartment in the said Project.
- q. The Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association of the Allottee differs from the color scheme of the building or deviation or which in the opinion of the Promoter / Association of Allottee may affect the elevation in respect of the exterior walls of the said Project.
- r. The Allottee shall not use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall / enclosures

thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- s. The Allottee shall not use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of their own car.
- t. The Allottee shall not let out or part with possession of the Car / Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the Project and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- u. The Allottee shall not encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottee.
- v. The Allottee shall use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment owners of the said Project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings / religious festivals, or any ceremonial rite that require lighting up of a fire / spraying of color / sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not

to use the said hall, and any other covered/ enclosed area of the said Project for sprinkling or spraying of color and paints / lighting up of fire / sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association of Allottee as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other Allottee / Allottee.

- w. The Allottee shall strictly follow and adhere, to the rules and regulations and / or terms and conditions as may be decided by the Promoter and / or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter / Association of Allottee from time to time.
- x. The Allottee shall ensure that all interior work of furniture, fixtures and refurbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee.
- y. The Allottee shall also ensure the following:

No Air Conditioning without Permission:

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the designated areas as

approved by Promoter for installing the outdoor units of split / high wall air conditioners.

No Collapsible Gate:

Not to install any collapsible gate outside the main door / entrance of the said Apartment.

No Grills:

Not to install any grill on the balcony or verandah or Windows.

No Sub-Division:

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

No Change of Name:

Not to change / alter / modify the name of the Building from that mentioned in this Agreement.

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.

No Installing Generator:

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

No Misuse of Water:

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

No Hanging Clothes:

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

No Smoking in Public Places:

Not to smoke in public areas of the Buildings 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.

No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the said Building / Project.

No Trespassing:

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

No Overloading Lifts:

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

No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

No Covering of Common Portions:

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

Pay Goods & Service Tax:

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

Use of Common Toilets:

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

Use of Spittoons / Dustbins:

Use the spittoons / dustbins located at various places in the Project.

35.14 ELECTRICITY SUPPLY:

In case CESC decides not to provide individual meters to the Buildings and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottee upon payment by them of the proportionate security

deposit payable to CESC / any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by CESC / any other electricity supply agency from time to time and all Allottee shall, at all times, be liable to proportionately pay such revision / replenishment to CESC / any other electricity supply agency, as per the norms of CESC. / any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

35.15 ADDITIONAL WORK AND FACILITY: In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Project, the benefit whereof would be for the Allottee, or the said Apartment, the Allottee shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Promoter and the Allottee hereby consent to the same.

35.16 ADDITIONAL TAXES, LEVIES AND OUTGOINGS: If at any time, the Promoter is liable to pay any amount on account of statutory taxes, outgoings and / or impositions including Goods and Service Tax, the Allottee shall be liable and agree to make payment of the amount on account of such statutory taxes and outgoings and to keep the Promoter, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.

35.17 PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:

The Allottee agree and covenant not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee have paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and have duly complied with and / or performed all the covenant, undertaking and obligation required to be complied with and / or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

36. COVENANTS:

36.1 ALLOTTEE'S COVENANTS:

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

36.1.1 ALLOTTEES AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:

The Allottees, 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 Apartment.

36.1.2 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 or the concerned authority, within 30 (thirty) days from the date of executing conveyance Deed of the said Apartment (Date of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter / Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

36.1.3 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment) nor do anything whereby the construction or development of the building or the said Project or the sale or transfer of the other Apartment in the said Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee, the Promoter is restrained from construction of the Building and / or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all pre-

determined losses, damages, costs, claims, demands, actions and proceedings suffered or incurred by the Promoter .

36.1.4 The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said Apartment so long the Allottee have not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of their obligations and covenants herein contained.

36.1.5 **DISHONOUR OF PAYMENT INSTRUMENTS**

In the event of dishonor of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonor of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonor charges of Rs. 1000/- (Rupees One Thousand only) for each dishonor. In the event the said Demand Draft is not tendered within 30 (thirty) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any cheque, the Promoter has no obligation to return the original dishonored cheque.

36.1.6 **NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEES:**

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

36.2 The Allottee shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

36.3 **INDEMNITY:**

The Allottee shall keep the Promoter indemnified of from and against all action, proceeding, damage, claim, demand, cost, charges, expenses and proceedings made against or suffered by the Promoter and / or the Association (upon formation) relating to the said Building / Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and / or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

37. PROMOTER'S COVENANTS:

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

37.1 NO CREATION OF ENCUMBRANCE:

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

37.2 DOCUMENTATION FOR LOAN:

The Promoter shall provide to the Allottee all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

38. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:

The Allottee agree that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee agree 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.

39. HOUSE RULES:

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment.
- (2) Children shall not play in the public halls, stairways or elevators and shall not be permitted in the service elevators, if any of the new building.
- (3) No Allotees shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such the Apartment, if the same shall disturb or annoy

other occupants of the building. No Allotees shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.

- (4)** Each Owner shall keep his / her / their Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (5)** No article shall be allowed to be placed in the halls or on the staircase landings or fire buildings nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.
- (6)** No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoter.
- (7)** Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (8)** Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Unit-owner in whose Apartment it shall have been caused.
- (9)** No bird or animal shall be kept or harbored in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the new building unless accompanied.

- (10) Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Maintenance-In-Charge of the new building may direct.
- (11) No vehicle belonging to a Allotees or to a member of the family or guest, tenant or employee of a Allotees shall be parked in the open space or on the pathway or except the space allotted to them or in such manner as to impede or prevent ready access to the entrance of the new building by another vehicle.
- (12) The Allotees are not to fix any antenna, equipment or any gadget on the roof or terrace of the new building or in any window or the exterior of the new building excepting that the Allotees shall be entitled to avail of the cable connection facilities provided to all.
- (13) After purchase the Allotees shall get their Apartment mutated. In case of default by the Allotees, the Promoter will be entitled to get the said Apartment mutated and apportioned in the name of the Allotee's subject to the Allotees bearing and paying all costs, charges and expenses including professional fees.
- (14) The access to the ultimate roof in common with others shall be permissible, BUT not to use the common areas and installations including the roof of the said new building for holding any cultural / social / functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
- (15) These house rules may be added to, amended or repealed at any time by the Promoter and after formation by the Association of the Allottee.

FIRST SCHEDULE AS REFERRED TO ABOVE

(SAID PROPERTY)

ALL THAT the piece and parcel of Bastu land measuring about _____ and premises no. _____ and butted and bounded as under :

ON THE NORTH : By;

ON THE SOUTH : By;

ON THE EAST : By

ON THE WEST : By.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Part-I
(Said Apartment)

ALL THAT the Apartment No '___' on Block: ___ having an area of _____ Square feet be the same a little more or less (Carpet Area) corresponding to _____ Square feet be the same a little more or less (Built up area) corresponding to _____ Square feet be the same a little more or less (Super Built-Up area) situated on the _____ Floor consisting of Two Bed rooms, One dining-cum-drawing, Two bath cum privies, One kitchen and exclusive balcony area of _____ Square feet be the same a little more or less together with one Car parking space measuring about _____ Square feet more or less at Ground Floor at the abovementioned property situated at _____, Kolkata, Pin Code : _____, West Bengal along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property.

Part-II
(SPECIFICATIONS)

A) STRUCTURE		
Foundation	:	
Super Structure	:	

Walls	:	
B) WALL FINISHING		
Exterior Finish	:	
Interior Finish	:	
Toilets	:	
Kitchen	:	
C) FLOORING		
Master Bedroom	:	.
Bedroom	:	
Living and Dining	:	
Kitchen	:	
Toilets	:	
Floor lobby	:	
Entrance lobby at Ground	:	
Staircase	:	
D) OTHER FINISHES		
Kitchen Counter	:	
E) DOORS AND WINDOWS		
Main Door	:	PINE WOOD ISO CERTIFIED
Internal Door	:	
Windows	:	PINE WOOD ISO CERTIFIED ALLUMINIUM 1.2 POWDER COATED
F) ELECTRIC		
A.C. Power Outlet	:	2 Bedroom, 1 each.
Geyser Power outlet	:	One Bathroom
Exhaust Fan outlet	:	Kitchen & 1 Bathroom
Ceiling fan Outlet	:	Bedroom 1 each , Living 2 Nos.
Power Socket - 5 Amps	:	3 Nos.

Call / Door Bell	:	
Wiring	:	
Switches and other control Devices	:	HAVELLS OR SIMILAR
Light Points	:	Bedrooms, kitchen, living & dining.
T.V. Points	:	One in Living room
G) COMMUNICATION		
Telephone	:	
Broadband	:	
H) PLUMBING		
Kitchen	:	BLACK TOP & GRANITE
Kitchen Sink	:	ISO BRAND
Toilets	:	PARRYWARE/CERA OR SIMILAR
Sanitary ware	:	JAGUAR OR SIMILAR
Wash Basin	:	PARRYWARE/CERA OR SIMILAR
I) LIFTS		
J) LIGHTING		
Compound Lighting	:	YES
Lift Lobbies	:	YES
Staircases	:	YES

THE THIRD SCHEDULE ABOVE REFERRED TO:**(COMMON AREAS)****PART – I**

1. The entire land for the project or where the project is developed in phases and registration under the Act is sought for a phase, the entire land for that purpose;
2. The staircases, lifts and lift lobbies, fire escapes and common entrances and exits of building;
3. The common terraces and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel, if any;
5. Installations of central services such as electricity, gas, water and sanitation, air – conditioning and incinerating, system for water conservation and renewable energy, if any;
6. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different Apartments and from reservoir to overhead water tanks, the pump rooms and all apparatus connected with installations for common use;
7. Drains and sewers from the building or buildings to the Municipality drain;
8. Electrical installations and main switches and meters;
9. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the building;
10. Main gate, Security Guard room, Common Bath and privy and ultimate roof to the building;
11. External Walls (which includes 100% area of the external walls which are not shared and 50% area of the external walls which are not shared by the apartment);
12. All community and commercial facilities as provided in the project;
13. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

PART - II
(COMMON AMENITIES AND FACILITIES)

1. High Security CCTV.
2. Elevator Facility, Roof Top Garden with Gazebo.
3. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors;
4. Elevator of reputed manufacturer with lift shafts.
5. Staircases and landings with Ceramic Tiles / Black or Kota Stone / Net Finish flooring having Aluminum windows with glass panes.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the Purchasers or used by him / her / their in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the building so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL**: All expenses for running and operating all machinery, equipment's and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, light fittings etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g., security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **MAINTENANCE IN-CHARGE**: Establishment and all other expenses of the Maintenance in-charge and also similar expenses of the Vendors or any agency looking after the common purposes, until handing over the same to the Maintenance in-charge.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE**: Insurance premium for insurance of the building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and / or other periodic expenses.
9. **OTHER**: All other expenses and / or outgoings including litigation expenses as are incurred by the Vendors and/or the Maintenance-in charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:**PAYMENT PLAN**

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

Sl. No.	Total Price	Amount to be paid (in rupees)
1.	On Application	Rs. 1,00,000 inclusive of GST
2.	On Allotment Letter (within 15 days of application)	10% of Total Price i.e., Total Booking Amount (-) Rs. 1 Lac Application Money, Inclusive of GST
3.	On Agreement (within 30 days of application / booking)	20% of Total Price Inclusive of GST
4.	On Completion of Foundation	10% of Total Price Inclusive of GST
5.	On Completion of 1st Floor Casting	10% of Total Price Inclusive of GST
6.	On Completion of 2nd Floor Casting	10% of Total Price Inclusive of GST
7.	On Completion of 3rd Floor Casting	10% of Total Price Inclusive of GST
8.	On Completion of Roof Casting	10% of Total Price Inclusive of GST
9.	On Completion of Flooring of Unit	15% of Total Price Inclusive of GST
10.	On Possession of the Unit	5% of Total Price Inclusive of GST

THE SIXTH SCHEDULE ABOVE REFERRED TO:**PAYMENT PLAN**

Extras and Deposits shall be paid by the Allottee(s) in the following manner:

Sl.No.	Total Price	Amount to be paid (in rupees)
1.	On Allotment Letter (within 15 days of application / booking)	Rs.10.000/- Inclusive of GST
2.	On Completion of Roof Casting	Transformer / H.T. Line Charges at actual + GST (IF ANY)
3.	On Completion of Flooring of Unit	Generator Charges + GST (IF ANY)
4.	On Possession of the Unit	RS.10,000/- Legal Fees + Amenities / Club Charges + Common Area Maintenance Charges + Sinking Fund + GST

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

<p>SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS / OWNERS:</p> <p>Signature _____</p> <p>Name _____</p> <p>Address _____</p>	<p>Please affix photograph and sign across the photograph</p>
<p>SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:</p> <p>(1) Signature _____</p> <p>Name _____</p> <p>Address _____</p>	<p>Please affix photograph and sign across the photograph</p>
<p>SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S) :</p> <p>(1) Signature _____</p> <p>Name _____</p> <p>Address _____</p> <p>(2) Signature _____</p> <p>Name _____</p> <p>Address _____</p>	<p>Please affix photograph and sign across the photograph</p> <p>Please affix photograph and sign across the photograph</p>

At _____ on _____ in the presence of :

WITNESSES:

1. Signature **(SIGNATURE OF THE LAND OWER)**

Name _____

Address _____

2. Signature

Name _____ **(SIGNATURE OF THE PROMOTER)**

Address _____

2. Signature

Name _____

Address _____ **(SIGNATURE OF THE PURCHASER)**

MEMO OF CONSIDERATION

R E C E I V E D a sum of Rupees _____/- (Rupees _____ only) including GST from the above named Allottee as and by way of earnest money and / or part consideration money towards undivided impartible variable proportionate share in the land and for cost of construction of the said Apartment and Car Parking Space as per the memo given below:

SL. NOS.	DATE	MODE OF PAYMENT	BANK	TOTAL PRICE (Rs.)	TAXES (Rs.)	CONSIDERATION (Rs.)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
TOTAL:						

WITNESSES:

1. Signature

Name _____

Address _____

2. Signature

Name _____

