

**Final DRAFT OF AGREEENT FOR SALE IN SONARPUR PROJECT- Holding No.841, Dwarir Road -**

**SALE AGREEMENT**

**THIS AGREEMENT** made on this the \_\_\_\_\_ day of ----- **TWO THOUSAND AND**  
\_\_\_\_\_

**BETWEEN**

**PURSLANE TOWERS PRIVATE LIMITED, (PAN: AANCP4005E)**, a Private Limited Company incorporated under the Companies Act, 2013 and having its registered office at 75, Shakespeare Sarani, Onex Square, 3<sup>rd</sup> Floor, P.S. - Shakespeare Sarani, P.O. - Beniapur, Kolkata – 700017 and represented by its Director Ratish Kumar Gupta son of Ramesh Kumar Gupta, residing at 8B Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata – 700 071 as per resolution dated 01.12.2022 passed by the Board of Directors, hereinafter referred to as “the **PROMOTER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART:**

**AND**

**(1) MRS. DIMPLE GUPTA (PAN: AUEPG5920H) (AADHAR NUMBER:226868447368)**, wife of Mr. Raghav Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 22/1, Ballygunge Circular Road, P.O. & P.S. – Ballygunge, Kolkata- 700 019, **(2) MR. RAGHAV GUPTA (PAN: AMLPG5356L) (AADHAR NUMBER:577628399876)**, son of Late Rajendra Kumar Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 22/1, Ballygunge Circular Road, P.O. & P.S. Ballygunge, Kolkata – 700 019, **(3) RAGHAV GUPTA (HUF) (PAN: AARHR7077K)**, having its place of business at 22/1, Ballygunge Circular Road, P.O. & P.S. Ballygunge, Kolkata – 700 019, **(PAN: AMLPG5356L) (AADHAR NUMBER: 577628399876)**, by Nationality Indian, by Faith Hindu, by Occupation Business **(4) MR. RATISH KUMAR GUPTA (PAN: ADGPG2004F) (AADHAR NUMBER:702682250098)**, son of Ramesh Kumar Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 8B, Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata – 700 071, **(5) MRS SHILPA GUPTA (PAN: ADWPG8409N) (AADHAR NUMBER:401646918931)**, wife of Mr. Ratish Kumar Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 8B, Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata – 700 071, **(6) M/S. ESCORT MERCHANDISE PVT. LTD. (PAN: AABCE0365J)**, a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at 22/1, Ballygunge Circular Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700 019, **(7) M/S. CLASSIC NIKETAN PVT. LTD. (PAN: AAECC1153H)**, a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3<sup>rd</sup> Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapur, Kolkata - 700017, **(8) M/S. GAJANAND REALBUILD PVT. LTD. (PAN: AADCG9346H)**, a private limited company incorporated in accordance with the provisions of the Companies

Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, **(9) M/S. NILACHAL DEVELOPERS PVT. LTD. (PAN: AADCN3844R)**, a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, **(10) RSQUARE PROJECTS LLP (PAN: AAWFR1322C)**, a Limited Liability Partnership Firm, incorporated in accordance with the provisions of The Limited Liability Partnership Act, 2008, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, **(11) M/S SURABHI INFRASTRUCTURE PVT. LTD. (PAN: AAOCS7179R)**, a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, **(12) M/S GUPTA PROPERTIES & FINANCE PVT. LTD. (PAN: AAACG9654K)**, a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, **(13) M/S GUPTA TOWERS PVT. LTD. (PAN: AAACG9655J)**, a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, **(14) M/SPADMINI ENCLAVE PVT. LTD. (PAN: AAFCP6369R)**, a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, **(15) M/S KARUNA REALTORS PVT. LTD. (PAN: AAECK0768L)**, a private limited company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at No. 75, Shakespeare Sarani, 3rd Floor, Onex Square, Post Office - Shakespeare Sarani, Police Station - Beniapukur, Kolkata - 700017, **(16) RAMESH KUMAR GUPTA (HUF) (PAN: AADHR1285F)**, having its place of business at 8B, Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata – 700 071, **(17) MRS. BHARTI GUPTA (PAN: AKZPG9310Q) (AADHAR NUMBER: 506870986913)** wife of Late Rajendra Kumar Gupta, by Nationality Indian, by Faith Hindu, by Occupation Business presently residing at 22/1, Ballygunge Circular Road, P.O. & P.S. – Ballygunge, Kolkata – 700 019 **(18) RATISH KUMAR GUPTA (HUF) (PAN: AAEHR0940L)** having its place of business at 8B, Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata – 700 071, **(19) MS. YASHNA GUPTA (PAN: CGOPG5392P) (AADHAR NUMBER:455698732712)**, daughter of Mr. Ratish Kumar Gupta by Nationality Indian, by Faith Hindu, by Occupation Business, presently residing at 8B Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata – 700 071, all hereinafter referred to as “the **OWNERS**” **AND represented by their common registered constituted attorney PURSLANE TOWERS PRIVATE LIMITED, (PAN: AANCP4005E)**, a Private Limited Company incorporated under the Companies Act, 2013 and having its registered office at 75, Shakespeare Sarani, Onex Square, 3rd Floor, P.S. - Shakespeare Sarani, P.O. - Beniapukur, Kolkata – 700017 under Development Power of Attorney dated 17.12.2022 which has been

registered at the office of the A.R.A.-IV, Kolkata and recorded in Book No.I, Volume No.1904 to 2022, Page from 1176606 to 1176640, vide being no. 20293 for the year 2022 and represented by its Director Ratish Kumar Gupta son of Ramesh Kumar Gupta, residing at 8B Middleton Street, P.S. – Shakespeare Sarani, P.O. – Middleton Row, Kolkata – 700071as per resolution dated 01.12.2022 passed by the Board of Directors (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**:

**AND**

[If the Purchaser is an individual]

Mr./Mrs./Mrs \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about --  
--- years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_) , hereinafter referred to as the

**“ALLOTTEE/PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns).

or

[If the Purchaser is a company]

\_\_\_\_\_ (CIN no. \_\_\_\_\_), a company incorporated under the provision of the companies act, [1956 or 2013 , as the case may be], having its registered office at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the **“ ALLOTTEE/PURCHASER “** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) of the THIRD PART:

[or]

[If the Purchaser is the Partnership Firm or a LLP]

\_\_\_\_\_ a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized Partner, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_ hereinafter referred to as the **“ALLOTTEE/PURCHASER “** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns. ) of the THIRD PART:

[or]

[If the Purchaser is a HUF]

Mr..... (PAN No.....) son of ....., aged about ....., for self and as the Karta of the Hindu Joint Mitakshara Family known as .....HUF, having its place of business/ residing at ....., PAN no. ....) hereinafter referred to as the "**ALLOTTEE/PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns, ) of the THIRD PART:

**WHEREAS:**

- A. By the various registered Deed of Conveyance ("**Sale Deeds**") vide being nos. 09107/2021, 07305/2019, 07306/2019, 07307/2019, 02892/2018, 09098/2021, 07304/2019, 09088/2021, all registered at the Office of Additional Registrar of Assurances-IV, Kolkata, the Owners purchased, acquired and got seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of lands having total area of **176.44 decimals** more or less equivalent to 106 Cottahs, 13 Chittacks and 20 Square Feet more or less comprised in R.S Dag Nos.110, 127, 111, 112, 113, 114, 115, 124, 124/475, 123, 122, 109 appertaining to L.R. Dag Nos.104, 106, 107, 111, 112, 113, 114, 117, 118, 119, 120, 127 appertaining to **L.R. Khatian Nos.1324, 1314, 1081, 1086, 1080, 1079, 1058, 1057, 1055, 1054, 1050, 1366, 1083, 1053, 1313, 1309, 1333, 1321 and 1328** at Mouza Dhamaitala, P.S. Sonarpur, J.L. No.75, Re. Su. No. 236, Touzi Nos. 3 to 5, Pargana - Magura, District South 24 Parganas **under Ward No.25 of the Rajpur Sonarpur Municipality** and which is under the jurisdiction of Additional District Sub Registry Office at Sonarpur, together with the building and structures standing thereon (hereinafter referred to as the said **PROPERTY**).
- B. The Abstract of Title with Registration Details of Registered Ownership Deeds of the Owners upon the said Property is more fully mentioned in the **EIGHT SCHEDULE** hereunder written.
- C. Pursuant to aforesaid, the Owners herein became the absolute joint owners of the said Property and got their names mutated in the records of B.L. & L.R.O. having jurisdiction vide **L.R. Khatian Nos.1324, 1314, 1081, 1086, 1080, 1079, 1058, 1057, 1055, 1054, 1050, 1366, 1083, 1053, 1313, 1309, 1333, 1321 and 1328** and also in the records of Rajpur Sonarpur Municipality vide Assessee Number:1104302160612 as per the Mutation Certificate issued on 11.10.2022 issued by the Rajpur Sonarpur Municipality, and pursuant to such mutation the entire land being the said property was identified as single  **Holding No.841, Dwarir Road under Ward No.25 of the Rajpur Sonarpur Municipality** (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the said **PREMISES**").

- D. Thereafter the Owners herein got the classification of the said premises having an area of 106 Cottahs, 13 Chittacks and 20 Square Feet more or less **converted to BASTU** under Section 4C of the West Bengal and Reforms Act, 1955 vide Conversion Order issued by the Government of West Bengal, Office of the Block Land & Land Reforms Officer, Sonarpur, South 24 Parganas vide Memo No.41/Conv/2446/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2451/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2446/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2452/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2455/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2460/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2453/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2458/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2448/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2461/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/CN/2022/1615/2651/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2445/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2701/BLR-SNP/22 dated 10.08.2022, Memo No.41/Conv/2700/BLR-SNP/22 dated 10.08.2022, Memo No.21 (conr)/1099/SDL-BRP/22 dated 01.09.2022, Memo No.41/Conv/2449/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2450/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2454/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2447/BLR-SNP/22 dated 28.07.2022, Memo No.41/Conv/2457/BLR-SNP/22 dated 28.07.2022.
- E. In the circumstances, the Owners became the absolute, undisputed and recorded owners of the said Premises, each of the Owners being entitled to an undivided shares or interests in the said premises absolutely and forever free from all encumbrances and charges whatsoever and have been paying all rates and taxes to the Municipality as well other Competent Authority including B.L.&L.R.O. having jurisdiction.
- F. The Owners cause a Deed of Boundary Declaration dated 31.08.2022 registered in Book No.I, Deed No.160410233 for the year,2022 at the Office of DSR-IV, South 24 Parganas for the purpose of getting a Plan sanctioned by the Rajpur Sonarpur Municipality and/or any other Competent Authority declaring the correct and present boundary of the said premises.
- G. By a Development Agreement dated 17.12.2022 which has been registered at the office of the A.R.A.-IV, Kolkata and recorded in Book No.I, Volume No.1904 to 2022, Page from 1172044 to 1172103 vide being no. 20282 for the year 2022, the Owners with the intent of undertaking the development of the said Premises, granted the exclusive right of development in respect of the said Premises unto and in favour of the Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) and also granted a Development Power of Attorney dated 17.12.2022 which has been

registered at the office of the A.R.A.-IV, Kolkata and recorded in Book No.I, Volume No.1904 to 2022, Page from 1176606 to 1176640, vide being no. 20293 for the year 2022 in connection with the development of the Project and Transfer of the constructed areas (hereinafter referred to as the **DEVELOPMENT POWER OF ATTORNEY**).

- H. In pursuance of the said Development Agreement, the Promoter/Promoters caused a map or plan to be sanctioned by \_\_\_\_\_ being Building permit No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as **the PLAN**) (the expression plan shall mean and include all modifications and/or alterations made thereto from time to time) whereby the Promoter became entitled to construct erect and complete new three blocks of buildings at the said Premises comprising of Block 1, Block 2a and Block 2b in two Phases. The First Phase of development shall comprise the said Block 2a and 2B (hereinafter referred to as the NEW BUILDING) and the Second Phase of development shall comprise the said Block 1.
- I. The Promoter has commenced the work of construction of a new building in Phase-1 comprising the said Block 2a and 2B at the said Premises in accordance with the said Plan and informed **Rajpur Sonarpur Municipality** about such commencement vide its letter Reference No.: \_\_\_\_\_.
- J. The Promoter has registered the Real Estate Project under the provisions of the West Bengal Real Estate Regulation Act at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_
- K. The Promoter intends to sell and transfer the various flats units apartments and sanctioned car parking spaces to various intending purchasers in compliance of various laws and regulations as applicable and in terms of this Agreement.
- L. In terms of **Article 11 (11.2 and 11.3)** of the said Development Agreement it has been agreed between the Promoter and the Owner/s that the gross sale proceeds accruing consequent to sale and transfer of any flat/apartment in the said new building will be shared between the Owner/s and the Promoter in a manner whereby the Owner/s shall be entitled to **40%(Forty) per cent** of such gross receipts and the Promoter shall be entitled to retain for itself the remaining **60%(Sixty) per cent** of such gross sale proceeds and the said Development Agreement further provides that the entire payment shall be received by the Promoter and the Promoter shall pay to the Owners as per their agreed ratio of 40% of such gross sale proceeds.
- M. The Purchaser is desirous of acquiring on Ownership basis **ALL THAT** the Apartment No. \_\_\_\_\_ on the floor of the new building being BLOCK - \_\_\_\_\_ now in course of construction of the said Premises containing by estimation a **CHARGEABLE AREA** of \_\_\_\_\_ **sq.ft.** ( Carpet area) (be the

same a little more or less) corresponding to super built-up area of \_\_\_\_\_sq.ft. (be the same a little more or less) TOGETHER WITH right to park \_\_\_\_\_medium size car in the car parking space/s TOGETHER WITH the open terrace containing by estimation an area of \_\_\_\_\_sq.ft. (more or less) (**Carpet area**) on the same floor of the said Apartment and connected with the said Apartment **TOGETHER WITH** pro rata share in the common parts portions areas and facilities of the Real Estate Project (Share In Common Areas), the said common parts portions areas and facilities of the Real Estate Project being described in **THIRD SCHEDULE** hereunder written AND TOGETHER WITH the undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment/terrace (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said **APARTMENT AND THE PROPERTIES APPURTENANT THERETO**) which the Promoter and the Owner/s have agreed to sell and transfer, free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever for the consideration unto and in favour of the Purchaser for the consideration and subject to the terms and conditions hereinafter appearing.

- N. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed out herein.
- O. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- P. 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;
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Owner/s hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat/Unit and the Properties Appurtenant Thereto for the consideration and subject to the terms and conditions hereinafter appearing;

**NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HAVE AGREED** as follows:

**A. DEFINITIONS**

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- 1.1 “**ACT**” means the West Bengal Real Estate Regulation Act (WBRERA).
- 1.2 “**RULES**” means the Rules made under WBRERA and Regulations” mean **the REGULATIONS** made under the WBRERA.
- 1.3 **AGREEMENT** shall mean this agreement together with the schedules and any other deed and/or document executed in pursuance hereof
- 1.4 **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project.
- 1.5 **ADVOCATES** shall mean **M/s S.K. LATH & COMPANY**, Advocates of No. 6A, K. S. Roy Road, 2<sup>nd</sup> floor, Kolkata 700 001 appointed by the Promoter, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.
- 1.6 **ARCHITECT** shall mean \_\_\_\_\_ Architects of No. \_\_\_\_\_ or any other firm or architects appointed by the Promoter.
- 1.7 **BALCONY** shall mean such extended part or portion of any particular flat/unit which shall form an integral part of a particular flat/unit.
- 1.8 **BOOKING AMOUNT** shall mean the initial application money i.e.Rs.1,00,000/- (Rupees One Lakh only) out of the amount of the total purchase price paid by the Purchaser to the Promoter as hereinafter appearing and later 10% of the amount of the total purchase price minus application money payable in terms of this Agreement.
- 1.9 **CARPET AREA** means the net usable floor area of an apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- 1.10 **COMMON AREA MAINTENANCE CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Purchasers chargeable on the super built-up area i.e. chargeable maintenance area inter alia for the maintenance of the Unit/Building/Premises, costs of insurances and supervisory expenses but shall not include Premises taxes payable in respect of the various units but will include Premises taxes payable for the common parts and portions
- 1.11 **COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written)

- 1.12 **CAR PARKING SPACE/S** shall mean covered car parking spaces on the ground floor and basement covered car parking spaces and also include the open car parking spaces on the open compound at the ground floor and Multilevel stack of the said new building/s of the said premises as expressed or intended by the Promoter in its absolute discretion for parking of one medium size motor car.
- 1.13 **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the **SIXTH SCHEDULE** hereunder written.
- 1.14 **COMMON FACILITIES** shall mean the facilities which shall remain common for all the Owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Flats/Units.
- 1.15 **COMPLEX** shall mean the new building(s) comprising of Block 1, Block 2a and Block 2b to be constructed at the said Premises and to be commonly known as "SPOTLIGHT COUNTRYSIDE" or such other name as the Promoter and/or the Owner/s in their absolute discretion may deem fit and proper.
- 1.16 **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Promoter and upon formation by the Committee/Association and/or Holding Organization as the case may be subject to the Purchaser making payment of proportionate share of such maintenance charges.
- 1.17 **COMMON ROOF** shall mean a part or portion of the ultimate roof as may be determined by the Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all Owner/s and/or occupiers of the new building/s situated at the said premises and shall also include demarcated portion of the roof of the podium as well.
- 1.18 **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- 1.19 **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Purchaser of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Promoter to the Purchaser to take possession of the said Apartment/Flat/Unit irrespective of whether the Purchaser takes actual physical possession of the said unit or not, whichever be earlier.
- 1.20 **DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- 1.21 **EXTRA PAYMENTS** shall mean the amount required to be paid by the Purchaser to the Promoter apart from the total consideration amount as hereinafter appearing
- 1.22 **CANCELLATION CHARGES** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Purchaser accrued till date of cancellation; and (iii) the stipulated charges

on account of dishonour of cheque; (iv) administrative charges as per Promoter's policy (v) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement AND (vi) GST paid till the date of cancellation.

- 1.23 **FEDERATION/ASSOCIATION/HOLDING ORGANISATION** shall mean a federation of the society/condominium/company to be formed to manage and control the Premises, the common areas and amenities comprised in the said housing complex. For such purpose, the Promoter may form Facility Management Company (Facility Company) for carrying out common services of the Housing Project as more fully mentioned in Clause 11 of this Agreement.
- 1.24 **FLATS/UNITS/APARTMENTS** shall mean independent and self-contained flats/units/apartments and/or other constructed spaces built and constructed or intended to be built and constructed by the Promoter at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- 1.25 **HOUSE RULES/USE** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated
- 1.26 **LICENCES** shall mean and include all licenses consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project
- 1.27 **NEW BUILDING** shall mean the New Building/s to be constructed by the Promoter at the said Premises in accordance with the said Plan and to comprise of THREE BLOCKS BEING Block 1 (SECOND PHASE), Block 2a and Block 2b (FIRST PHASE) with various self- contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on Ownership basis.
- 1.28 **OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Rajpur Sonarpur Municipality certifying completion of the new building and permitting the Flat Owner/s to take possession of the Apartment intended to be acquired by the Purchaser
- 1.29 **PLAN** shall mean the Building Plan sanctioned and/or to be sanctioned by Rajpur Sonarpur Municipality and shall include all modifications or variations as may be made by the Promoter from time to time with prior sanction from the authorities concerned if required.
- 1.30 **PREMISES** shall mean ALL THAT the Municipal **Holding No.841, Dwarir Road** TOGETHER WITH all structures standing thereon (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).
- 1.31 **PURCHASER** shall be deemed to mean and include :-
- a) In case the Purchaser be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
  - b) In case the Purchaser be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.

- c) In case the Purchaser be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.
  - d) In case the Purchaser be a company, then its successors or successors-in-interest.
  - e) In case the Purchaser be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.
- 1.32 **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Purchasers or any co-Owner/s in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.33 **POSSESSION** shall mean the date on which possession is made over by the Promoter to the Purchaser after occupancy certificate is obtained
- 1.34 **SAID UNIT/APARTMENT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Flat/Unit/Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the new building in BLOCK - now in course of construction at the said premises (more fully and particularly mentioned and described in **PART I of the SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Promoter as mentioned in the **SIXTH SCHEDULE** hereunder written together with pro rata share in the common parts/porch areas and facilities of the Real Estate Project as also in the land comprised in the said premises attributable to the said Apartment/terrace and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space if so specifically and expressly mentioned and described in the within stated **PART-II of the SECOND SCHEDULE** and further wherever the context so permits shall include Open Terrace attached to the Apartment if so specifically and expressly mentioned and described in the within stated **PART-III of the SECOND SCHEDULE**.
- 1.35 **SAID UNDIVIDED SHARE IN THE PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit/apartment agreed to be purchased hereunder by the Purchaser and to be determined by the Promoter in its absolute discretion.
- 1.36 **PROMOTER** shall mean the said **PURSLANE TOWERS PRIVATE LIMITED**, and shall mean and include its successor or successors in interest and assigns.

- 1.37 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soak ways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- 1.38 **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit Owners including the Purchaser herein towards maintenance fund which shall be held by the Promoter and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Promoter to such Association.
- 1.39 **SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Promoter and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Promoter and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Promoter and/or the Association in their absolute discretion.
- 1.40 **TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat (not a part and portion of common portion) and shall absolutely belong to the Purchaser, if any agreed to be transferred under this Agreement.
- 1.41 **TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Purchaser to the Promoter in terms of this agreement.

## **B. INTERPRETATIONS**

**2.1** In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated
- iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.

- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

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

**1. TERMS**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter and the Owner/s agree to sell to the Purchaser and the Purchaser hereby agrees to purchase the Flat/Unit and the Properties Appurtenant thereto as specified hereinabove.
- 1.2 The total amount agreed to be paid by the Purchaser is based on the total chargeable area (carpet area) which has been agreed upon between the parties hereto as recorded herein and the total consideration price payable by the Purchaser comes to **Rs.\_\_\_\_\_** (Rupees \_\_\_\_\_ only). (herein after referred to as the TOTAL CONSIDERATION PRICE/PURCHASE PRICE).

Apartment No. Type BHK Floor	Rate of Apartment per square foot of carpet area: <b>Rs.</b>
Cost of apartment	Rs._____/-
Cost of exclusive balcony or verandah areas	Rs._____/-
Cost of Car Park –	Rs._____/-
Rates/Taxes/ GST	Rs._____/-
<b>Consideration for the Apartment</b>	<b>Rs.</b>

- 1.3 The Total consideration price above includes the booking amount paid by the Purchaser to the Promoter/Owner/s towards the Flat/Unit and the Properties Appurtenant thereto.
- 1.4 The Total price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied in connection with the construction of the New Building(s) payable by the Promoter upto the date of handing over the possession of the Flat/Unit and the Properties Appurtenant thereto.

Provided that in case of any change/modification in the taxes, the subsequent amount payable by the Purchaser to the Promoter shall be increased and/or reduced based on such change/modification. Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Purchaser shall not claim, demand or dispute in regard thereto..

- (i) The Promoter shall periodically intimate in writing to the Purchaser the amount payable as stated above and the Purchaser shall make payment demanded by the Promoter within the time and in the manner as specified therein.;
  - (ii) The Total Price of the Apartment includes recovery of price of land, construction of common areas, internal development charges, external development charges, taxes, cost of providing electric wiring; electrical connectivity to the apartment, lift, water line and plumbing, finishing with the paint of exterior walls of the new building, tiles, doors, windows, firefighting equipment's and fire detection in the common areas and includes cost of providing all facilities, amenities and specifications to be provided within the apartment and the project;
- 1.5 The Total Consideration Amount/Purchase Price is escalation-free, save and except increases which the Purchaser 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 and all taxes, outgoings, impositions and expenses exclusively imposed, levied and/or assessed for the said Apartment at any point of time and not covered under this Agreement and all other expenses necessary and incidental to the said new building and the said premises including any liabilities or tax including both owner and occupier share of the Municipality taxes and rates, Water Tax and any other property tax by whatever name called and assessed on the said new building and/or the said premises as may be existing at any point of time so long as the said Apartment is not separately assessed. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the

relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable after the expiry of the schedule 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 and shall not be charged from the Purchaser.

1.6 The said total consideration amount shall be paid in the manner as provided for in the **FOURTH SCHEDULE** hereunder written by the Purchaser to the Promoter.

1.7 It is agreed that the Promoters/Promoter shall not make any additions and alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said apartment without the previous written consent of the 2/3<sup>RD</sup> of Buyers of the Project as per provisions of the Act PROVIDED HOWEVER that in the event of the Purchaser requiring any minor alteration and/or modification and the same is permissible in law, the Promoter may cause the same to be done upon payment of such amount as may be mutually agreed upon and reduced in writing it being further agreed that in the event of the Promoter making any modification/alteration in the sanctioned plan as permissible in accordance with the building rules of Rajpur Sonarpur Municipality and other statutes, the Promoter shall be entitled to do so long as the same does not affect the Apartment intended to be acquired by the Purchaser and the Purchaser hereby consent to the same and no further consent of the Purchaser shall be necessary and/or required. The Purchaser accepts and acknowledges that he shall not to raise any dispute and/or claim of whatsoever nature in case certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction if made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking.

1.8 The Promoter shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet areas. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area which is not more than three percent of the carpet area of the apartment, then the Promoter shall refund the excess money paid by the Purchaser within forty five days from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to the Purchaser,

the Promoter may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in **FOURTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet in terms of this Agreement and the Allottee shall not be entitled to cancel or terminate this booking on account of this variation.

- 1.9 The Purchaser acknowledges that the certificate which may be given by the Architect of the said Residential Complex/Project certifying the Carpet Area to comprise in the said Flat/Unit shall be binding on the parties hereto.
- 1.10 Upon full payment of the total purchase price and other amounts to be paid in terms of this agreement and after the execution and registration of the Deed of Conveyance, the Promoter agrees and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:
- i)** The Purchaser shall have exclusive Ownership of the Apartment
  - ii)** The Purchaser shall also have undivided proportionate share in common areas. Since the share of the Purchaser in the common areas is undivided and cannot be divided or separated, the Purchaser shall use the common areas along with other occupants, maintenance staff etc without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of Purchasers after duly obtaining completion certificate from the competent authority as provided in the Act after all the Units are sold. However inspite handing over the common areas to the association of Purchasers, the Purchaser or co-allottees of the Project shall not disturb or hinder or obstruct the movements of the Promoter its authorized persons/marketing person in dealing with the unsold Units of the Promoter within the said premises or from the site office of the Promoter being the property of the Promoter within the said Premises
  - iii)** The Purchaser has the right to visit the project site to assess the extent of development of the project and his apartment
- 1.11 It is made clear by the Promoter and the Purchaser agrees that the said Apartment along with open/covered car parking space 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 and is not part or any other project or zone and shall not form part of and/or linked/combined with any project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

1.12 At or before the execution of this Agreement the Purchaser has made payment of a sum of Rs. -----/- (Rupees ----- only) (the receipt whereof the Promoter acknowledges).

1.13 The balance of the amount of consideration shall be paid by the Purchaser to the Promoter as detailed out in the **FOURTH SCHEDULE** hereunder written)

Provided that if the Purchaser delays in payment towards any amount for which is payable, the Purchaser shall be liable to pay interest at the rate specified in the Rules i.e., State Bank of India Prime Lending Rate plus 6% p.a.

1.14 It is hereby made expressly clear that in the event of the Purchaser failing to make payment of the amount of consideration in terms of this agreement then and in that event without prejudice to any other right which the Promoter may have, time for completion and delivery of possession shall stand automatically extended for the delayed period.

## **2 MODE OF PAYMENT**

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Promoter within the stipulated time as mentioned in the payment plan through account payee cheque/demand draft/banker's cheque or online payment in favor of the Promoter or any one of them payable at Kolkata.

2.2 The Purchaser acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement and the Promoter from time to time shall give notice as the amounts due and payable by the Purchaser and such notice may be sent by the Promoter electronically, ordinary mail or by speed post with acknowledgment due.

## **3 COMPLAINT OF LAWS RELATING TO REMITTANCES**

3.1 The Purchaser if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments /modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable Premises etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill its obligations under this Agreement. The Purchaser agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the Purchaser along shall be liable for any action under FEMA.

3.2 The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the

Promoter immediately and comply with the necessary formalities towards under the applicable laws. The Promoter shall not be responsible towards any third party making payments, remittances on behalf of the Purchaser and such third party shall not have any right in this Agreement/allotment of the said Flat/Unit in any way and the Promoter shall issue the payment receipts in favor of the Purchaser only.

#### **4 ADJUSTMENT/APPROPRIATION OF PAYMENT**

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

#### **5 TIME IS ESSENCE**

5.1 Time is the essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the construction of the New Building and handing over the Flat/Unit and the Properties Appurtenant thereto to the Purchaser after obtaining the occupancy certificate. The Purchaser acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement subject to the simultaneous completion of construction by the Promoter as provided in **FOURTH SCHEDULE**.

5.2 The Promoter from time to time shall give notice as to the amounts due and payable by the Purchaser and such notice may be sent by the Promoter electronically, ordinary mail or by speed post.

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

6.1 The said Flat/Apartment shall be constructed in a workmanlike manner with such materials/specifications as are detailed out in the **FIFTH SCHEDULE** hereunder written and the Purchaser hereby confirms that the same is acceptable to the Purchaser. The Promoter shall develop the New Building in accordance to the plan approved by the competent authority and specifications as laid down in **FIFTH SCHEDULE** of this Agreement. The Promoter undertakes that it has no right to make additions or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided in the Act. The Purchaser acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Purchaser acknowledges and consents that the Promoter shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Flat/Unit intended to be acquired by the Purchaser.

6.2 The Purchaser 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 [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the persisting State Laws in West Bengal i.e. The Apartment Ownership Act, 1972 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement

## **7 POSSESSION OF THE FLAT/UNIT**

7.1 Unless prevented by circumstances beyond the control of the Promoter, the said Apartment shall be completed in all regards within a period of 48 (Forty-Eight) months from the month of commencement of construction i.e. MAY, 2023 with a grace period of 6 months (hereinafter referred to as the **COMPLETION DATE**)

7.2 Time for completion is and shall always remain as the essence of the contract subject to what is herein agreed.

7.3 Upon completion of the said Project and/or Apartment the Promoter shall apply to Rajpur Sonarpur Municipality for grant of occupancy certificate and upon payment of the total purchase price and all other amounts payable in terms of this agreement by the Purchaser to the Promoter the Purchaser shall be entitled to take over possession of the said Apartment along with ready and complete common areas with all specifications, amenities and facilities

7.4 In the event of any delay in making over possession consequent to war, flood, drought, fire, pandemic, epidemic, lock-down, cyclone, earthquake or any other calamity, order, rule, notification of the government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the real estate project "force majeure" conditions then and in that event the time for completion shall stand automatically extended.

PROVIDED THAT such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the Promoter shall refund to the allotted the entire amount received by the Promoter from the Purchaser within **45 days from that date**. The Promoter shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims etc against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.4.1 At or before taking over possession of the Flat/Unit and the Properties Appurtenant thereto, the Purchaser shall:

- i) Fully satisfy herself/himself/itself as to the total carpet area as well as chargeable area comprised in the said flat/unit.
- ii) Satisfy herself/himself/itself as to the workmanship of the said flat/unit.
- iii) Cause his/her/its architect to satisfy themselves as to the structural stability of the new building.
- iv) Cause his/her/its architect to examine whether there is any defect in workmanship.

**7.5 FITOUTS:** The Promoter shall be at liberty and is entitled to complete any portion/floor/wing/part of the building and/or Block and apply for and obtain part occupation certificate. As and when such occupation certificate is obtained the Promoter may at its discretion offer the said Flat to the Purchaser to undertake necessary Fit-out it being expressly made clear that this shall not amount to possession being made over, such possession to be made over only upon the Purchaser making full payment of the amount of consideration and other amounts in terms of this agreement and necessary occupation certificate being granted by the authorities concerned, the Purchaser shall be obligated and undertakes to carry out necessary fit-outs subject to what is hereinafter appearing.

**7.6 PROCEDURE FOR TAKING POSSESSION:** the Promoter upon obtaining necessary occupancy certificate from the competent authority shall offer in writing the possession of the Flat/Unit/Apartment to the Purchaser in terms of this Agreement to be taken within **TWO (2) MONTHS** from the date of issuance of occupancy certificate along with the execution and registration of the Deed of Conveyance, which shall be mandatory to take possession. The conveyance deed in favour of such Purchaser shall be carried out by the Promoter within **THREE (2) MONTHS** from the date of issuance of occupancy certificate which shall be simultaneously followed by the possession of the Flat/Unit/Apartment. It is clarified that the Purchaser shall not demand possession of Flat/Unit/Apartment under any circumstances before the execution and registration of the Deed of Conveyance to be completed to be completed within three months from the date of issuance of occupancy certificate. After taking over possession the Purchaser agrees to pay the maintenance charges determined by the Promoter/Association of Purchasers, as the case may be. The Promoter shall hand over a copy of the occupancy certificate of the apartment to the Purchaser at the time of execution of the conveyance.

**7.7 FAILURE OF PURCHASER TO TAKE POSSESSION :** In the event of the Purchaser failing to make payment of all amounts due and payable by it to the purchaser in terms of this agreement and to take over possession of the Flat/Unit and the Properties Appurtenant thereto in the manner as hereinbefore mentioned and if such default shall continue for a period of two months then and in that event the Promoter shall be entitled to sell and transfer the Flat/Unit and the Properties Appurtenant thereto to some other persons and after adjusting and appropriating the amount due and payable by the Purchaser and the balance amount shall be paid by the Promoter to the

Purchaser and the Purchaser hereby consents to the same or at the option of the Promoter, Purchaser shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

**7.8 CANCELLATION BY THE PURCHASER:** Provided that where the Purchaser proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entirety of the booking amount paid I.E. **10% OF THE TOTAL CONSIDERATION** for the allotment and the applicable GST payable on such Cancellation Charges and all interest liabilities of the Purchaser accrued till date of cancellation, the stipulated charges on account of dishonour of cheque, administrative charges as per Promoter's policy and amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement and the applicable GST. Upon registration of the deed of cancellation in respect of the Flat/Unit and the Properties Appurtenant thereto and upon resale of the Flat/Unit and the Properties Appurtenant thereto i.e. upon the Promoter subsequently selling and transferring the Flat/Unit and the Properties Appurtenant thereto to another Purchaser and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount and the applicable GST payable on such Cancellation Charges, refund to the Purchaser, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, , administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges.. The Purchaser shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Upon the termination of this Agreement, the Purchaser shall have no claim of any nature whatsoever on the Promoter and/or the Flat/Unit and the Properties Appurtenant thereto and the Promoter shall be entitled to deal with and/or dispose off the Flat/Unit and the Properties Appurtenant thereto in the manner it deems fit and proper.

It is clarified 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 Purchaser shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

## **8 REPRESENTATION, DISCLOSURE, DISCLAMIER AND WARANTIES OF THE PROMOTER**

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

- (i) The Owners have absolute, clear and marketable title with respect to the Project Premises; the requisite authority and rights to carry out development upon the Project Premises and absolute, actual, physical and legal possession of the Project Premises for the Real Estate Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii) There are no encumbrances upon the Project Premises or the Real Estate Project:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Premises or the Real Estate Project;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Premises and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Premises, the Said Apartment, the Said Building and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of Purchasers;
- (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 Purchaser created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
  
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Purchaser 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 Said Apartment to the Purchaser and the Common Areas of the Real Estate Project to the association of Purchasers, upon the same being formed and registered;
- (x) The Project 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 Project Premises;
- (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 has been issued and irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and. facilities) has been handed over to the Purchaser and the association of Purchasers or not;
- (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

Project Premises) has been received by or served upon the Promoter in respect of the Project Premises and/or the Real Estate Project.

9

**EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) Promoter fails to provide possession of the Apartment in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority, to the Purchaser within the time period specified in **Clause 8.1** or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause '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 as specified in **FIFTH SCHEDULE** of this Agreement, and for which completion certificate, has been issued by the competent authority;
- (ii) Discontinuance 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 thereunder.

11.2. In case of Default by Promoter under the conditions listed above, Purchaser is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Purchaser stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest; or
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to Purchaser registering the deed of cancellation in respect of the Flat/Unit and the Properties Appurtenant thereto;

Provided that where an Purchaser does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, 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 Purchaser within forty-five days of it becoming due.

11.3. The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser fails to make payment to the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Purchaser shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Purchaser under the condition listed above continues for a period beyond **2 (two) consecutive months** after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Purchaser and forfeit the entirety of the booking amount paid for the allotment and the applicable GST payable on such Cancellation Charges. Upon registration of the deed of cancellation in respect of the Flat/Unit and the Properties Appurtenant thereto and upon resale of the Flat/Unit and the Properties Appurtenant thereto i.e. upon the Promoter subsequently selling and transferring the Flat/Unit and the Properties Appurtenant thereto to another Purchaser and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Purchaser, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Purchaser shall have no claim of any nature whatsoever on the Promoter and/or the Flat/Unit and the Properties Appurtenant thereto and the Promoter shall be entitled to deal with and/or dispose off the Flat/Unit and the Properties Appurtenant thereto in the manner it deems fit and proper.

## **10 CONVEYANCE OF THE SAID FLAT/UNIT/APARTMENT**

10.1 The Promoter on receipt of the Total Price of the Apartment/Flat/Unit and the Properties Appurtenant thereto under this Agreement from the Purchaser along with interest due thereon if any, the Deed of Conveyance shall be executed in favor of the Purchaser **within three (2) months along with possession of the** Flat/Unit/Apartment from the date of issuance of occupancy certificate and time in this regard is and shall be treated as the essence of the contract.

10.2 Within ten days from the date of notice to that effect being given by the Promoter to the Purchaser, the Purchaser shall deposit the requisite amount on account of stamp duty, registration charges, legal expenses and other incidental expenses and without the Purchaser depositing the said amount the Promoter will not be under an application to execute the Deed of Conveyance and in the event of the Purchaser failing to deposit the requisite amount within the stipulated time then and in that event without prejudice to any other right which Promoter, the Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Purchaser shall be bound by its obligations as more fully mentioned in **Clause 8.7** of this Agreement.

## **11 MAINTENANCE OF THE SAID NEW BUILDING/FLAT/APARTMENT**

- 11.1 The Purchaser acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Unit Owners and the Purchaser acknowledges that the Promoter shall form a Holding Organization which may be a private limited company, limited liability partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as the HOLDING ORGANISATION) for such purposes.
- 11.2 The Purchaser agrees to become a member/shareholder of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.
- 11.3 Until formation of the said Holding Organization the Promoter in its absolute discretion may appoint an Adhoc Committee which will comprise of 4 unit Owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall be deemed to be the representative body of all the Unit Owner/s of the said residential Complex and upon formation of the said Holding Organization, the said Adhoc Committee shall stand dissolved.
- 11.4 It is agreed that on completion of the respective buildings of the complex and the Owners and the Promoter having sold and transferred all the Units and car parking space of all the buildings under the similar Agreements with the respective Purchasers of the same and on the Promoter receiving the full price and all the other amounts from all the Purchasers of all other Units under the said other Agreements and also from the Purchaser under this Agreement including all other charges and deposits payable to the Promoter and upon the Owners and the Promoter having already executed registered the Deeds of Buyers of all the respective Units and car parking space in favour of all the Purchasers including in favour of the Purchaser, the Promoter shall call upon in writing all the Purchasers of all the Units including the aforesaid Purchaser for taking up the management and the affairs of the said buildings and the said Purchaser including all other Purchasers shall within **three months** of such notice take over the management of the common affairs of the said buildings by taking over the Holding Organization formed by the Promoter.. The Purchaser admits and acknowledges that the maintenance charges shall commence from the date of Notice of Possession and/or completion of the Project vide obtaining occupancy certificate which ever is earlier as also mentioned herein below.
- 11.5 After formation of the Holding Organization, the Holding Organization will take control of the common parts and portions and shall remain liable for rendition of common services. The Purchaser shall commence payment of Maintenance Charges to the Promoter FROM THE DATE OF NOTICE OF POSSESSION and/or completion of the Project which ever is earlier and shall continue to pay till handover of maintenance of the project i.e. Holding Organization to the association of Purchasers. In case the Take over of the Holding Organization is delayed beyond the said period, due to no fault of the Promoter; the Promoter may provide and maintain only the essential services in the said Project till the said Project is handed over to the Holding Organization/association and the Purchasers shall be

liable to pay to the Promoter, the charges for such maintenance as fixed by the Promoter at actual.

11.6 Furthermore, the Purchasers taking charge of the management and act relating to the common purpose, all the employees of the Promoter having appointment as on such date for the common purpose (such as watchmen, security men, caretaker, sweeper etc.) shall be the employees of and shall continued to be employed and/or absorbed by the Holding Organization/ association

or all the Purchasers, as the case may be with continuity of service with effect from such date on the same terms and Salary- as applicable and existing on such date.

11.7 If in spite of such notice the said Purchaser and other Purchasers of other Units shall fail to takeover charge of the management of the affairs of the said building and the acts relating to the common purpose, the Promoter shall have the option to discontinue and to withdraw from the management and to remove the Promoter and leave the building without any notice to any body and without any liability for damages or consequence or compensation for non availability of the services to the Purchaser and other Purchasers in the building

11.8 So long as each Flat/Unit in the said premises shall not be separately mutated and assessed by the Municipality and/or by the appropriate authority, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises from THE DATE OF NOTICE OF POSSESSION to the Promoter or its Facility Company within 7 days from the demand being made. Such proportion is to be determined by the Promoter on the basis of the proportionate area of the Purchasers Flat/Unit. However in order to avoid any liability of payment of such proportionate share of all rates and taxes to the Promoter, the Purchaser has deposited a security amount with the Promoter as mentioned in the Seventh Schedule.

## **12 DEFECT LIABILITY**

12.1 In the event of there being any structural defect and so certified by the Architect, for the time being in respect of the said Apartment/Unit and such defect is detected within a period of five years from the date of issue of occupancy certificate of the said Apartment/Unit then and in that event the Promoter shall cause such defect to be removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Purchaser or any person claiming through or under the Purchaser or because of non-use and/or improper use and/or :

- (i) Any negligence and/or latches on the part of the Purchaser
- (ii) Any act deed or thing on the part of any third party
- (iii) Any act of vandalism or destruction on the part of any person.
- (iv) Due to any acts or omissions or commissions (of the Purchaser or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole. However If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Promoter, will also be acceptable to the Purchaser.

12.2 The Promoter shall not be further 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 Purchaser 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 changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, 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 Purchaser 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 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, excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- (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. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Purchaser ends before the defect liability period and such warranties are covered under the

maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same.

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

### **13 RIGHT OF THE PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF MAINTENANCE CHARGES AND DEFAULT IN PAYMENT OF THE MAINTENANCE CHARGES/ENFORCEMENT**

13.1 The Purchaser hereby agreed to purchase the Apartment/Flat/Unit and the Properties Appurtenant thereto on the specific understanding that his/her/their/its right to use of the Common Area and the Common Facilities shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the Promoter/Holding Organization/Association of the Purchasers (or the maintenance agency appointed by it) as the case may be and performance by the Purchaser of his/her obligation in respect of the terms and conditions specified by the Maintenance Agency or the Association of Purchaser/s from time to time.

13.2 The Purchaser hereby agrees to observe and perform the following stipulations, regulations and covenants as House Rules and as usage of the said Flat/Unit.

#### **PURCHASER'S COVENANTS – HOUSE RULES/USAGE**

After the Purchaser has taken over possession of the said Flat/Unit the Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the Vendor in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Promoter and upon formation of the Holding Organization by such Holding Organization.
- c) TO ALLOW the Promoter and/or their authorized representative and upon formation of the Holding Organization, such Holding Organization enter into the said Flat and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the **Sixth Schedule** hereunder written proportionately for the building and/or common parts/areas and wholly for the said Flat/Unit and/ or to make deposits on account thereof in the manner mentioned hereunder including GST to or with the Promoter and upon formation of the Holding Organization to such Holding Organization. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.

- e) TO DEPOSIT the amounts reasonably required with the Promoter and upon formation of the Holding Organization To such Holding Organization as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- g) To use the said Flat/Unit for residential purposes only and for no other purpose whatsoever or howsoever.
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Flat/Unit.
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Flat/Unit.
- j) To keep the said Flat in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Flat/Unit.
- k) Use the Community Hall for small functions of their families or for the meeting of Purchaser/Allottees of flat or for the use of any function / meeting by all the Purchaser/Allottees of flat of the project. Although the Community Hall shall 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.

The Purchaser hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and/or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation and to follow the guidelines for laying of pipeline as directed by the Promoter or the Holding Organisation.

- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Flat/Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat/Unit or adjacent to the said Flat/Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Flat/Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird either on festive occasions or on any occasion whatsoever nor shall display outside their flat/unit any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal and/or bird openly through the corridor and/or entrance and nor do any act deed or thing which may hurt or injure the sentiments of any of the other Owner/ss and/or occupiers of the said residential complex.
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Flat/Unit nor to permit or suffered to be done into or upon the said Flat/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other Owners and/or occupiers.
- l) NOT to keep in the said Flat/Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat/Unit and/or any other flat/unit in the said residential complex.
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO 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 colour 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 unit which in the opinion of the Promoter / Holding Organization differs from the colour scheme of the building or

deviation or which in the opinion of the Promoter / upon formation of the Holding Organization by such Holding Organization may affect the elevation in respect of the exterior walls of the said building.

- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Promoter and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Promoter / Architect or its Facility Company.
- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Promoter /Facility Company and/or any concerned authority.
- t) THE PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the Promoter /Facility Company to the Purchaser and also the other Owners of the units in the said Premises at their cost.
- u) NOT TO use the said unit 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 building 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 kutcha 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.
- v) 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 colour 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 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, shall be within tolerable limits, so as no objection is raised from any other occupants.

- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Promoter / Holding Organization.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Promoter and upon formation of the Holding Organization by such Holding Organization.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) NOT TO use or permit to be used the service areas and the first floor car parking areas in any manner whatsoever other than those earmarked for car parking spaces without the consent of the Promoter and upon formation of the Holding Organization by such Holding organization.
- bb) In the event of nonpayment of such services and maintenance charges the Purchaser shall be liable to pay interest at the rate of 12 % per annum to the Promoter and upon formation of the Holding Organization by such Holding Organization and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that even without prejudice to any other rights which the Promoter and/or Holding Organization may have the Promoter and / or the Holding Organization shall be entitled to and the Purchaser hereby consents to the :
  1. To discontinue the supply of electricity.
  2. To discontinue / disconnect the supply of water.
  3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall not be restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
  4. To discontinue the facility of DG power back-up.
- cc) In the event of non-payment of any of the amounts payable by the Purchaser to the Promoter/ Holding Organization, the Promoter / Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 12 % per annum.

And such facilities shall not be restored until such time the Purchasers has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Promoter for realization of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the Promoter/Holding Organization in respect of any proceedings brought about to collect such

unpaid common area maintenance charges or to enforce any lien in respect of such unpaid common area maintenance charges shall be on account of the Purchaser.

- dd) That Purchaser 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 new building 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 new 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.

**CAR PARKING:**

- a) It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Purchaser shall be entitled to use or cause to be used the car parking space allotted to him/ her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b) THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- c) THE Purchaser shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s).
- d) THE Purchaser shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- e) In the event of the Purchaser washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchaser to clean up the entire space.
- f) THE Purchaser shall not be entitled to cover up and/or make any construction on the said Parking Space(s) and/or open spaces.
- g) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- h) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the Holding Organization.
- i) MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the

building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

- j) any repair, maintenance or replacements at the space of the Parking Facility or due to any other reason is temporarily or permanently not available, the Allottee shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor. (j) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof.
- k) The Allottee accepts and acknowledges that any use of the parking facility if allotted to the Allottee in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Promoter or the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
- l) In case the Promoter finds demand of parking facility to be more than the current capacity of the Project The promoter at his own discretion make additional multilevel mechanized parking in place of open car parking's and for that to modify existing sanctioned building plans, the purchaser gives his approval for the same. The Promoter has the right to take decision on evaluating the no. of mechanical needed as per the demand by the purchaser. If the promoter finds that the mechanical car park in high or low accordingly he will install the mechanical car park units.

13.3 The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

#### **14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

14.1 The Promoter/maintenance agency/association of Purchasers shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **15 USAGE:**

15.1 Use of Service Areas: The service areas, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station,

transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services in accordance with the provisions of the West Bengal Apartment Ownership Act 1972.

## **16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT**

16.1 The Purchaser shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said 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, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized.

16.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign- board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows and the walls of the balcony and shall also not put tiles thereupon or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

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

16.4 The Purchaser hereby acknowledges that since some of the parking spaces shall be dependable between the purchasers of the project, proper co-operation with utmost courtesy should be maintained between such purchasers in order to have a smooth and efficient use and occupation of such car parking spaces and all rules and regulations framed by the Association or the Management Company shall be strictly followed and observed in connection with the same.

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

17.1 The parties are entering into this agreement for allotment of an Apartment with full knowledge of all rules, regulations, notifications etc applicable to the project. The Purchaser hereby

undertakes that he/she/they/it shall comply with and carry out the compliance of all the laws and notifications from time to time and shall keep the Promoter indemnified in regard thereof.

## **18 ADDITIONAL CONSTRUCTION**

18.1 The Promoter undertakes that it has no right to make additions or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities. The Purchaser acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Purchaser acknowledges and consents that the Promoter shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Flat/Unit intended to be acquired by the Purchaser. However, the Promoter shall always have the right and absolute authority to construct additional floors on the said building,, which will contain the said UNIT as may be permitted by the Rajpur SonarpurMunicipality and within the provisions of the Act and the Purchaser will not be entitled to raise any objection and make any grievance for the disturbance and annoyance caused if any, due to such constructional activities for the said construction of additional floors and will not be entitled to claim any compensation in that behalf and upon construction of additional floors the rights and undivided share of the Purchaser in the land of the said premises shall also consequently vary and stand reduced proportionately and in that case the Purchaser shall not be entitled to claim any abatement or reduction in purchase price or claim any compensation or damages whatsoever.

## **19 PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

19.1 After the Promoter has executed this agreement the Promoter shall not be entitled to create a charge on the apartment/Premises and if any such mortgage or charge is created then notwithstanding anything contained in any other law for the time being, such mortgage or charge shall not affect the rights and interest of the Purchaser who has taken or agreed to take such Apartment.

## **20 APARTMENT OWNERSHIP ACT**

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

## **21 BINDING EFFECT/REGISTRATION OF THIS AGREEMENT**

21.1 The original of this agreement is being handed over by the Promoter to the Purchaser. It shall be the obligation of the Purchaser to cause this agreement to be registered with the concerned authorities upon making payment of the stamp duty, registration charges and other incidental expenses and the Purchaser upon giving adequate notice to the Promoter the Promoter shall remain present for the purpose of admitting the execution of this agreement.

21.2 It shall be the obligation of the Purchaser to make payment of the amount due and payable on account of the stamp duty, registration charges and other incidental amounts for registration of this

agreement with the authorities concerned and upon payment of the same the Purchaser shall give adequate notice to the Promoter regarding fixing of the date and time for presentation of the document with the concerned registration authorities and the Promoter shall remain present to admit the execution of this agreement.

21.3 The Purchaser acknowledges that it is his/her obligation to cause this agreement to be presented for registration and as such the registration shall be affected before expiry of the period allowed for registration under the provisions of law or any act in force because of the nonpayment of the Stamp Duty and Registration charges within the time allowed for registration then in that event, the Purchaser shall be solely responsible for all consequences and shall keep the Promoter indemnified against all costs, charges, demands, claims, damages, suits, actions and litigations.

21.4 It is hereby expressly agreed that the Purchaser has committed himself/herself to regularly and punctually make payment in terms of the Agreement and even if such agreement is not stamped and/or registered as herein provided, the obligation of the Purchaser to make payment of the installment in terms of what has been agreed upon, shall continue.

21.5 In the event of cancellation of this agreement after the registration thereof by the Purchaser, the Purchaser shall not be entitled to claim refund and/or reimbursement of the amounts incurred on account of stamp duty, registration charges and other expenses incurred by the Purchaser and in as much as registration of this Agreement will be made in Book No.I a Deed of Cancellation shall be executed. In the event of cancellation the Purchaser agrees to cause such Deed of Cancellation to be registered and in the event of the Purchaser failing to execute such Deed of Cancellation the Promoter as the Constituted Attorney of the Purchaser shall be entitled to cause such Deed of Cancellation to be executed on behalf of the Purchaser.

## **22 ENTIRE AGREEMENT**

22.1 The parties agree that the Agreement, Schedules and annexures thereto, constitute the entire understanding between the parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoter in any documents, brochures, advertisements hoardings etc and/or through any other medium hereinbefore agreed upon between the Promoter and the Purchaser which may in any manner be inconsistent with what is stated herein. This agreement shall not be amended or modified except by a writing signed by both the parties.

## **23 RIGHT TO AMEND**

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

## **24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER AND SUBSEQUENT PURCHASER/S**

24.1 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 New Building/Flat/Unit shall equally be applicable to and enforceable against any subsequent Purchasers of the Flat/Unit, in

case of transfer, as the said obligations go along with the Flat/Unit and the Properties Appurtenant thereto for all intents and purposes.

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

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

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

## **26 SEVERABILITY:**

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

## **27 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE AGREEMENT:**

27.1 Whether in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the (Apartment/Plot) bears to the total carpet area of all the (Apartment/Plots) in the Project.

## **28 FURTHER ASSURANCES:**

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

## **29 PLACE OF EXECUTION:**

29.1 The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Registered Office of the Promoter and/or any other place which may be mutually agreed between the Promoter and the Purchaser. This Agreement shall be deemed to have executed at Kolkata.

## **30 NOTICES**

30.1 That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or Promoter by Registered Post at their respective address as specified above.

30.2 It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the address as specified above 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 Purchaser as the case may be.

### **31 JOINT PURCHASER'S**

31.1 That in the case there are joint purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser's.

### **32 GOVERNING LAW:**

32.1 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

### **33 DISPUTE RESOLUTION/ARBITRATION**

33.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof each party shall be entitled to nominate and appoint one arbitrator and both the said two arbitrators shall be entitled to appoint the Third and/or Presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996.

33.2 The Arbitrator/s shall have summary power.

33.3 The Arbitrator/s shall have power to give interim awards and/or directions.

It will not be obligatory on the part of the Arbitrator/s to give any reasoned or speaking award. The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever

*[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]*

### **34 SAVINGS**

34.3 Any application form, allotment letter, agreement or any other document signed by the Purchaser in respect of the Flat/Unit prior to the execution and registration of this agreement for sale for such flat/unit shall not be constructed to limit the rights and interest of the Purchaser under the agreement for sale or under the act or rules or the regulations made thereunder.

### **35 ADVANCES AND DEPOSITS**

35.3 In addition to the amount of consideration the Purchaser at or before taking over possession of the said Apartment along with open/covered car parking space shall be under an obligation to keep with the Promoter the amounts to be paid as and by way of such Charges in the form of contribution collectable from the intending purchasers towards Stamp Duty, Registration Charges, , Society formation Charges, VAT, Goods and Service Tax ("GST"), Service Tax, other Government deposits, taxes and levies, maintenance deposit/corpus, and /or any other rates and taxes that may be levied from time to time by the authorities concerned, payments to be received from the intending purchasers towards advance maintenance charges, association deposit, legal charges, and all such other similar statutory charges, deposits, fees and costs which are collected / recovered from the intending purchasers and all other charges collected for onward transfer to the society/holding organization / deposit to the concerned Governmental Authority or the association or Common Organization (if any) as the case may be. It is clarified that a separate account shall be maintained in the books of account for this charges. The said Charges shall be collected by the Promoter and after adjusting and appropriating the amount incurred at actuals the rest and residue of such Charges shall be made over to the Holding Organization/Association upon its formation which includes the amounts as and by way of advances and/or deposits as detailed out in the **SEVENTH SCHEDULE** hereunder written:

### **36 COMPENSATION –**

36.3 The Owners shall compensate the Purchaser in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in **Clause 8.1**; 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 Purchasers, in case the Purchaser wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Purchaser does not intend to withdraw from the Project, the Promoter shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Purchaser within forty- five days of it becoming due.

### **37 JURISDICTION**

37.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(PREMISES)**

**ALL THAT** piece and parcel of Bastu lands having total area of **176.44 decimals** more or less equivalent to 106 Cottahs, 13 Chittacks and 20 Square Feet more or less comprised in R.S Dag Nos.110, 127, 111, 112, 113, 114, 115, 124, 124/475, 123, 122, 109 appertaining to L.R. Dag Nos.104, 106, 107, 111, 112, 113, 114, 117, 118, 119, 120, 127 appertaining to **L.R. Khatian Nos.1324, 1314, 1081, 1086, 1080, 1079, 1058, 1057, 1055, 1054, 1050, 1366, 1083, 1053, 1313, 1309, 1333, 1321 and 1328**at Mouza Dhamaitala, P.S. Sonarpur, J.L. No.75, Re. Su. No. 236, Touzi Nos. 3 to 5, Pargana – Magura situated at **Holding No.841, Dwarir Road**, Kolkata-700151, District South 24 Parganas **under Ward No.25 of the Rajpur Sonarpur Municipality** and which is under the jurisdiction of Additional District Sub Registry Office at Sonarpur, and butted and bounded as follows:-

ON THE NORTH – R.S. DAG NO- 92,93,94

ON THE SOUTH - DWARIR ROAD

ON THE EAST – R.S. DAG NOS- 116, 119, 120, 106,107,108

ON THE WEST – R.S. DAG NO- 127, 112(p) , 125, 126.

OR HOWSOEVER OTHERWISE **said premises butted bounded, numbered, known and distinguished.**

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(UNIT AND THE PROPERTIES APPURTENANT THERETO)**

**Part - I**

ALL THAT the Flat/Unit/Apartment No.\_\_\_\_\_containing by estimation an area of\_\_\_\_\_sq.ft. (more or less) (**Carpet area**) corresponding to super built-up area of\_\_\_\_\_sq.ft. (more or less) on the \_\_\_\_\_ floor of the new building in BLOCK - \_\_\_\_\_now in course of construction at **Holding No.841, Dwarir Road**, Kolkata-700151, District South 24 Parganas **under Ward No.25 of the Rajpur Sonarpur Municipality** and more fully mentioned in the First Schedule herein above TOGETHER WITH pro rata share in the common parts portions areas and facilities of the Real Estate Project (Share In Common Areas), the said common parts portions areas and facilities of the Real Estate Project now in course of construction being described in **THIRD SCHEDULE** hereunder written AND TOGETHER WITH the undivided, impartible, proportionate and

variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment/terrace.

## **Part - II**

ALL THAT right of parking medium size motor car/s in the car parking space on the \_\_\_\_\_ floor/basement/\_\_\_\_\_ at the said Premises more fully mentioned in the First Schedule herein above. (Space will be earmarked at the time of completion and possession)

## **Part-III**

ALL THAT the open terrace containing by estimation an area of \_\_\_\_\_sq.ft. (more or less) (**Carpet area**) on the same floor of the said Apartment and connected with the said Apartment AND TOGETHER WITH undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant thereto..

## **THE THIRD SCHEDULE ABOVE REFERRED TO** **(COMMON PARTS AND PORTIONS)**

### **Part-I**

#### **1. Areas:**

- i) Ultimate/top roof above the top floor of the Block, (user right only)
- ii) Open and/or covered paths and passages of the said Block.
- iii) Stair headroom, lift machine room and lift well of the said Block.
- iv) All walls (save inside wall any flat or units) and main gates of the said Block.

#### **2. Water and Plumbing:**

- i) Water Reservoir of the said Block.
- ii) Water Tank of the said Block.
- iii) Water pipe (save those inside any flat and/or units).

#### **3. Electrical Installations:**

- i) Wiring and accessories for lighting of said Block Common Portions.

- ii) Electrical Installations relating to the meter for receiving electricity from the Electricity Supply Agency.
- iii) Pump, motor, lift and lift machinery of the said Block.

**4. Drains:**

- i) Drains, sewerage and pipes of the said Block.

**Part - II**

**(Complex Common Portions)**

**All common portions as are common between the co-owners of all the blocks contained in the complex:**

**1. Area:**

- i) Open and/or common paths and passages inside the complex and outside any block contained in the complex
- ii) Boundary walls and main gates of the complex
- iii) Space for air-conditioned in community hall, games room, Guest house, gym & health club.
- iv) Landscaped compound area.
- v) Well designed and decorated lobby finished with marble and granite and/or stone/tiles finish.
- vi) Well decorated common roof.
- vii) Wide drive ways.

**2. Water and Plumbing:**

- i) Water pipes - same those inside any block.
- ii) Deep tubewell or water of Sonarpur/Rajpur Municipality.

**3. Electrical Installations:**

- i) Wiring and accessories for lighting of common portion of the complex.
- ii) Pumps and motors reserved for use for common portion of the complex.
- iii) Common generator facilities for common service areas.
- iv) Light arrangements at the main gates and passages of the complex.

**4. Drains:**

- i) Drains, sewers, septic tanks and pipes of the complex.

**5. Others:**

Other areas and installation and/or equipments as are provided in the complex for common use and

enjoyment of all the co-owners of all the blocks in the complex such as intercom facilities (from flats to security rooms and vice versa) and 24 hours security service manned by trained guards round the clock. And CCTV services.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(CONSIDERATION AMOUNT)**

**Part - I**

The Purchaser hereby agrees to pay the total consideration amount of **Rs \_\_\_\_\_** out of which the Purchaser has already paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at or before execution of this Agreement (which amount the Promoter doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Promoter and the Owner/s in the proportion as aforesaid in the manner hereinafter appearing:

1.	Total Consideration	Rs.
2.	On or before signing of this agreement being initial application fee	Rs.1,00,000/-
3.	Within 30 days from the signing of this Agreement	10% of the total consideration less Rs.1,00,000/- (BOOKING AMOUNT)
4.	On completion of piling of the block booked	10%
5.	On completion of ground floor roof casting	10%
6.	On completion of 2nd floor roof casting	10%
7.	On completion of 4th floor roof casting	10%
8.	On completion of 6th floor roof casting	10%
9.	On completion of 8th floor roof casting	10%
10.	On completion of 10 floor roof casting	10%
11.	On completion of brick work of booked flat	10%
12.	On completion of flooring work of booked flat	05%
13.	On Possession	05%

All other additional deposits (mandatory) as stated above will be paid on or before taking over possession of the said flat/unit or as demanded by the Promoter to the Purchaser.

## **Part - II**

The Purchaser hereby also agrees to pay to the Promoter for extra/additional works and /or facilities to be done and/or provided as per requirement of the Purchaser.

### **THE FIFTH SCHEDULE ABOVE REFERRED TO** **[SPECIFICATIONS, AMENITIES, FACILITIES OF THE APARTMENT]**

#### **PART - I**

(Specification of Construction of units/flats/apartments)

##### **1. Foundation:**

- ◆ Reinforced concrete Cement Structure.

##### **2. Wall Finish**

- ◆ Interior: Conventional brickwork with Putty.
- ◆ Exterior: Weather Coat Paint.

##### **3. Flooring:**

- ◆ Living/Dining: Vetrified Tiles.
- ◆ Rooms: Vetrified Tiles.
- ◆ Bathrooms and Kitchen: non-skid Ceramic/ Vetrified tiles.
- ◆ Stairs and Lobby: Marble/Granite/stone/Vetrified tiles.

##### **4. Doors:**

- ◆ Wooden frame with flush door.
- ◆ Toilets - PVC frames with PVC doors.

##### **5. Windows:**

- ◆ Aluminum Sliding Window (power coated).
- ◆ Glass Railing in Balcony.

##### **6. Kitchen:**

- ◆ Counter with Granite Top.
- ◆ Glazed tiles upto 2' (two feet) above the counter.
- ◆ Stainless Sink.

#### **7. Toilet:**

- ◆ Concealed Pipeline.
- ◆ Hot and Cold water line in toilet.
- ◆ Glazed tiles upto door height.
- ◆ C.P. Bath and Sanitary Fittings of reputed make.

#### **8. Electricals:**

- ◆ Concealed copper wiring with Modular Switches.
- ◆ T.V. and Telephone Point in Living Room.
- ◆ AC point in Living/Dining and Master Bedroom.

#### **9. Entrance Lobby:**

- ◆ Marble/Granite/Stone/Vitrified tiles.
- ◆ Overhead illumination in common area and staircases.
- ◆ Lift of KONE Brand.

#### **10. Others:**

(Available to the Allottees/Purchasers only after completion of all the 3. of Blocks).

- ◆ 65% Open Space.
- ◆ AC community Hall with Landscaped Lawn.
- ◆ AC Health Club.
- ◆ AC Indoor Games Room.
- ◆ Open Amphitheater
- ◆ Infinity Pool
- ◆ Multisport Grass Court
- ◆ 2 bedroom guest House
- ◆ Landscaped gardens.
- ◆ 24 Hrs.High Security
- ◆ Elevators of Kone brand
- ◆ Car Parking.
- ◆ Provision for generator power in the flats – only for limited fan, light and refrigerator usage

#### **PART - II**

**(Common facilities and amenities for common users of all the flat owners)**

1. Community Hall.
2. Landscaped compound area with paved pathways within the complex.

3. Open to sky top roof of the block with landscaping and amenities
4. Well designed lobby finished with marble and granite and/or Stone/ Tiles finish.
5. Generator facilities for common service i.e. lifts, pumps, common lighting.
6. Two lifts in each block.
7. Adequate car parking spaces on ground floor/Mechanical/open car Park at extra cost.
8. 24 hours water supply either through deep tubewell or through Rajpur/Sonarpur Municipality.
9. Security Measures:-24 hours security manned by trained guards round the clock.
10. CCTV & Intercom

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. All costs of maintenance, operating, replacing, white washing, painting, insurance, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and common portions of the building and the complex and also the outer walls of the building/s and parking spaces and also for security of the said building and the complex.
2. The salaries of all persons employed for the same purpose.
3. All charges and deposits for supplies of common utilities.
4. Municipal taxes and other outgoings save those separately assessed or charged or claimed for or on the respective Apartment/Unit.
5. Costs and charges of establishing for maintenance of the building and the complex and for watch and ward staff of the same.
6. All litigation expenses appertaining to the maintenance and protection of the said building and the complex and disputes regarding claims and/or demands from the Municipality and/or other Legal Authorities.
7. The office expenses incurred for maintaining the office for common purposes.
8. All other expenses and outgoings as are deemed by the Promoter to be necessary or incidental for and regulating interest and/or the rights of the Allottees and occupiers including Promoter.
9. All expenses referred to above shall be borne by the Allottee from date of notice as to completion of Unit and for taking possession of Unit.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

Extras and Deposits (chargeable on super built-up area)	
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Sinking Fund - This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Holding Organization/ Association deem fit and proper.	Rs.30/- per Sq. Ft.
Maintenance Deposit - This amount is payable against 12 months maintenance charges for the said Apartment at a pre-determined rate of Rs.3.00 per sq.ft. (maintenance charges which will be calculated on the super built-up area of the Flat) which can be revised at the time of taking over the maintenance.	Rs.36/- per Sq.ft.
The Purchaser shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.	On Actual
WBSEB/CESC Security Charges	On Actual (for electric meter)
Legal and Documentation Charges  Note: 50% payable on execution of Agreement and 50% payable on registration of Deed of Conveyance.	Rs.20,000/ Only plus additional legal charges of Rs.10000/- in case of each nomination. However miscellaneous expenses at Registration office along with user charges (official payment) will be paid separately by the Buyer.
Holding Organization Formation Charges payable to the Promoter	Rs.2000/- per unit
Diesel Generator Power Backup- Generator charges for limited back Up	
Premises tax deposit shall be - This amount is payable against proportionate share of Premises Tax for the said Apartment for twelve months.	Rs.20/- per Sq. Ft.
Total Extras and Deposits (in Rupees)	Rs. _____/-

Note: All extras and deposits shall be payable in favour of the Promoter or the new Maintenance Company to be formed by the Promoter as the case may be and all deposits payable by the Purchaser shall be payable at the time of final payment to the Promoter and before execution and registration of Conveyance with possession of the Unit.

The Total Taxes (GST) on the consideration of the Apartment and Extras and Deposit shall be as per the applicable rate. The Purchaser undertakes and confirms to pay GST as and when such amount is ascertained and duly intimated by the Promoter and the Purchaser shall not raise any objection thereto. The Total Taxes as per the present applicable rate has been duly communicated to the Purchasers.

TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Purchaser(s) on the consideration payable to the Promoter and the same shall be deposited by the Purchaser to the concerned authority within the time period stipulated under law and the Purchaser(s) 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 Purchaser(s) 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 Purchaser under this agreement and the amount thereof shall be treated as outstanding.

The Total Price and the Additional Outgoings and all such amounts as mentioned in this Agreement excludes all taxes charges, levies, cess etc., applicable on transfer and sale of Unit to the Allottee(s) and applicable on the construction, project cost, work contracts on the said Project, including but not limited to Goods and Services Tax (GST), WCT, VAT, education cess, labour cess, surcharge, Swachh Bharat Cess, Krishi Kalyan Cess etc. both present and future or in any increase thereof, as may be applicable from time to time. Such amounts shall be separately charged and recovered from the Allottee(s), on pro-rata basis. The Allottee(s) would also be liable to pay interest/ penalty/ loss incurred by the Promoter on account of the Allottee(s)'s failure and/ or delay to pay such taxes, levies, cess, statutory charges etc. Further, all stamp duty amount, registration charges, statutory charges, lease rental, all taxes, levies, cess etc. as may be applicable, due and levied by the statutory or local authority with respect to purchase of the Apartment/Unit and conveyance of the said premises to the Organization of the units owners, shall be the sole obligation of the Allottee(s) under this Agreement, to pay such amounts and such amounts are excluded from the computation of the Total Price and the Additional Outgoings

**THE EIGHT SCHEDULE ABOVE REFERRED TO**

(Abstract of Title with Registration Details of Registered Ownership Deeds)

<b>Name of Vendor/s</b>	<b>Name of Purchaser/s</b>	<b>RS/LR Dag Nos.</b>	<b>Area (in Decimal)</b>	<b>Particular of Deeds</b>
SRI NEMAI SARDAR & ORS.	MRS. DIMPLE GUPTA	114/113	0.836	Deed of Conveyance dated 27.10.2021, registered in the office of D.S.R. – IV, South 24-Parganas and recorded in Book No. I, Volume No. 1604-2021, Pages from 389788 to
		115/114	0.5	

				389875, being no. 160409107 for the year 2021.
SRI KRISHNA KUMAR SARDAR & ORS.	M/S. RATISH KUMAR GUPTA HUF	114/113	3.041	Deed of Conveyance dated 22.07.2019, registered in the office of A.R.A. – IV, Kolkata and recorded in Book No. I, Volume No. 1904-2019, Pages from 355535 to 355621, being no. 190407305 for the year 2019.
		115/114	2.375	
SRI KRISHNA KUMAR SARDAR & ORS.	M/S. RAMESH KUMAR GUPTA HUF	114/113	3.041	Deed of Conveyance dated 22.07.2019, registered in the office of A.R.A. – IV, Kolkata and recorded in Book No. I, Volume No. 1904-2019, Pages from 3555823 to 355909, being no. 190407306 for the year 2019.
		115/114	2.375	
SRI KRISHNA KUMAR SARDAR & ORS.	MRS. BHARTI GUPTA	114/113	3.041	Deed of Conveyance dated 22.07.2019, registered in the office of A.R.A. – IV, Kolkata and recorded in Book No. I, Volume No. 1904-2019, Pages from 347034 to 347117, being no. 190407307 for the year 2019.
		115/114	2.375	
MR. BIBEKANANDA SAHA & ORS.	MR. RAGHAV GUPTA & ORS.	122/120	7	Deed of Conveyance dated 29.03.2018, registered in the office of D.S.R. – IV, South 24-Parganas and recorded in Book No. I, Volume No. 1604-2018, Pages from 96973 to
		123/119	11	
		124/117	21	
		124/475/118	11	

				97124, being no. 160402892 for the year 2018.
JHANTU SARDAR AND ORS.	MR. RAGHAV GUPTA & ORS.	109/127	29	Deed of Conveyance dated 07.10.2021, registered in the office of D.S.R. – IV, South 24-Parganas and recorded in Book No. I, Volume No. 1604-2021, Pages from 389876 to 389974, being no. 160409098 for the year 2021.
		110/104	4	
SRI KRISHNA KUMAR SARDAR & ORS.	MRS. DIMPLE GUPTA	114/113	3.041	Deed of Conveyance dated 27.10.2021, registered in the office of A.R.A.-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2019, Pages from 355450 to 355534, being no. 190407304 for the year 2019.
		115/114	2.375	
SRI AMIYA SARDAR & ORS.	MRS. BHARTI GUPTA 7 ORS.	111/107	26	Deed of Conveyance dated 27.10.2021, registered in the office of D.S.R. – IV, South 24-Parganas and recorded in Book No. I, Volume No. 1604-2021, Pages from 389975 to 390312, being no. 160409088 for the year 2021.
		112/111	6.43	
		113/112	9.5	
		127/106	28.51	

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

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

**SIGNED AND DELIVERED** by the  
**OWNER/S** at Kolkata in the  
presence of :

**SIGNED AND DELIVERED** by the  
**PURCHASER** at Kolkata in the  
presence of :

All in the presence of common:

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**Drafted by:**

**(Enrollment No. F-517/01)**

Kapil Lath, Advocate (High Court)

M/s S.K. Lath Co.,

Advocates,

6A, K.S. Roy Road, 2<sup>nd</sup> floor,

Kolkata-700001.

