

AGREEMENT FOR SALE

THIS AGREEMENT made this day of Two Thousand Twenty Five (2025)

BETWEEN

SMT. PARAMITA BASU, PAN ADUPB4098A, AADHAAR NO.891017262312, wife of Late Tarun Chandra Basu, an Indian national, by faith – Hindu, by occupation – Housewife, residing at Municipal Premises No.17, Panditia Place, Police Station – Rabindra Sarobar, Kolkata - 700 029, represented by her Power of Attorney holder **Ground 2 Skye Solutions LLP, (having PAN AASFG3462C)**, of 1/425, Gariahat Road, 7th Floor, P.O. Jodhpur Park, P.S. Lake, Kolkata-700 068, represented by its partner Dipanjan Bhattacharjee, **(having PAN AIKPB3840P, AADHAAR NO.2216 9472 5857)**, son of Late Lokenath Bhattacharjee, by faith Hindu, by occupation Business, by Nationality Indian, residing at 84, B.T. Road, P.O. & P.S. Baranagar, Kolkata-700 090 (pursuant to registered Power of Attorney dated _____, Being No. _____ for the year 2023), hereinafter referred to as the **OWNER** (which expression shall unless excluded

by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

Ground 2 Skye Solutions LLP., (having **PAN AASFG3462C**), of 1/425, Gariahat Road, 7th Floor, P.O. Jodhpur Park, P.S. Lake, Kolkata-700 068, represented by its partner Dipanjan Bhattacharjee, (having **PAN AIKPB3840P, AADHAAR NO.2216 9472 5857**), son of Late Lokenath Bhattacharjee, by faith Hindu, by occupation Business, by Nationality Indian, residing at 84, B.T. Road, P.O. & P.S. Baranagar, Kolkata-700 090, hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business and their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**

AND

_____, son/wife/daughter of Mr. _____, having PAN _____, AADHAAR NO. _____, Mobile No. _____, residing at _____, Post Office _____, Police Station _____, Kolkata-700 ___, hereinafter referred to as the **ALLOTTEE** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

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

ACT - shall mean the Real Estate (Regulation and Development) Act, 2016 and/or any other Act as may be applicable in West Bengal.

ADVOCATES – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001, appointed by the Promoter herein, inter alia, for preparation of this agreement and Conveyance for transfer of the apartment in the Project.

APARTMNT/UNIT – shall mean residential Unit or apartment consisting of carpet area of sq.ft. equivalent built-up area of sq.ft and super built-up area of..... sq.ft. approximately on the third floor along with car parking spaces, undivided share in the Premises and Common Areas, Facilities and Amenities thereto.

ARCHITECT – shall mean ‘Architectonic Services’, an architectural partnership firm represented by one of its partners Aditya Goswami.

ASSOCIATION – shall mean registered Association under the West Bengal Apartment Ownership Act, 1972 as may be formed by the Promoter or any other similar Act applicable thereto for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained.

ALLOTTEE – shall mean the person to whom an unit has been allotted, sold or otherwise transferred by the Promoter from Promoter’s allocation and includes a person who subsequently acquires such allotment through sale, transfer or otherwise.

BUILDING COMPLEX – shall mean and include G+3 storied residential building consisting of self-contained Flats, parking spaces as per the Building Permit No. 2023080043 dated 1st August, 2023 sanctioned by Kolkata Municipal corporation and/or approved by the competent authority as per Municipal Laws and the Building Rules plus additional one floor to be constructed upon completion of construction of G+3 storied building at the Said Premises.

BOOKING AMOUNT- shall meanof the Consideration of the Apartment and Car Parking space if any, plus applicable Goods & Service Tax, which includes the Application Money;

CARPET AREA – shall according to its context mean the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the unit.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include the entire Project land of the Premises, lifts, lift lobbies, fire escapes, staircase, entrances and exits of the building corridors, hallways, stairways, internal and external passages, passage-ways, basement, terraces, pump house, overhead water tanks, reservoirs water pumps and motors, open parking areas drive-ways, common lavatories, common storage spaces, electricity installation rooms, gas bank, and other spaces to be reserved by the Promoter and the Owner, overhead water tanks, water pumps and motors, drive-ways, common lavatories, Generator and generator room, transformer, Generator, the portions for lodging of persons employed for the management of the project including accommodation for the staffs or for lodging of the service personnel, all other portion of the project necessary for maintenance, safety etc. and in common use, other facilities, more fully and particularly described in the **Third Schedule** hereunder written which may be provided by Promoter and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as would be decided by Promoter after sanction of plan.

COMMON EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and amenities and for rendition of services in common to the transferees and all other expenses for the Common Purpose including those as may be decided by the Promoter after sanction of plan to be contributed, borne, paid and shared by the transferees. The charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Project as a whole in particular the Common Areas, Facilities and amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION CERTIFICATE – means the completion certificate or such other certificate by whatever name called to be issued by the competent authority certifying that the Real Estate Project has been developed according to the sanctioned plan, layout plan and specifications as approved by the competent authority under local laws.

DATE OF COMMENCEMENT – This Agreement shall be deemed to have commenced on and with effect from execution of these presents.

MAINTENANCE-IN-CHARGE – shall mean the Association after it is formed or any agency or person to be appointed by the Promoter till the formation of such body and handing over charge of the Complex by the Promoter to such body for the common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained.

OCCUPANCY CERTIFICATE – shall mean the occupancy certificate or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building as provided under local laws, which has provision for civic infrastructure such as water, sanitation, electricity etc.

PARKING SPACE – shall mean all the spaces in the portions on the ground floor, whether open or covered, of the Premises expressed or intended to be reserved for parking of motor cars.

PLAN – shall mean Building Permit No. 2023080043 dated 1st August, 2023 issued by the Kolkata Municipal Corporation the plan together with all modifications and/or alterations thereto from time to time made or to be made by the Promoter in consultation with the Owner and in the name of Owner under advise of the Architect and includes site plan, service plan, parking and circulation plan, Project landscape plan, layout plan and such other plan and also includes structural designs, if applicable, permission such as environment permission and such other permissions which are approved by the competent authority prior to start of the project.

PROMOTER – shall mean and include Ground 2 Skye Solutions LLP., and its successor or successors in office and/or assigns.

PROJECT – means development of a building or building consisting of apartments /flats or converting an existing building or a part thereof into apartments/ flats or the development of the Said Premises into plots or flats or apartments as the case may be and includes car parking spaces whether covered or open, the common areas, common facilities and amenities thereto, the development works, all improvements and structures thereon and all easements rights and appurtenances belonging thereto;;

SAID PREMISES – Premises No.17, Panditiya Place, Kolkata-700 029 containing an area of 3 Cottahs 12 Chittaks 14 Sq.ft. be the same a little more or less along with initially a ground plus three storied building to be constructed thereon. Upon obtaining Completion Certificate from Kolkata Municipal Corporation for construction of Ground plus three storied building, the Promoter shall construct one additional floor thereon upon sanction thereof given by competent authority.

SAID SHARE – shall mean the undivided proportionate indivisible part or share in the land attributable to either party's allocation as in the context would become applicable.

SALEABLE AREA / SUPER BUILT UP AREA – according to the context and in relation to the particular unit shall mean and include the Built-Up Area of such Unit And shall also include the proportionate share of the areas of the common areas in the Apartment which has been/shall be determined in consultation with the Architect for the time being of the Apartment whose decision shall be final and binding on the parties.

SPECIFICATION – shall mean the specification for the Building Complex as mentioned in the Part-II of the Second Schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS – shall mean the documents of title of the Owner in respect of the Said Premises.

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

B. INTERPRETATION:

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or clause thereof.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or innovated.

WHEREAS:

- a) By virtue of two separate Deeds of conveyances, details of which are given below, one Paramita Basu, the Owner herein, became seized and possessed of and or otherwise well and sufficiently entitled to ALL THAT

piece and parcel of land containing an area of 3 Cottahs 12 Chittaks 14 Sq.ft. be the same a little more or less along with a two storied residential building thereon comprised in Division-VI, Sub-Division-P, part of Holding No.251, lying situate at Premises No.17, Panditia Place, Police Station – Rabindra Sarobor (formerly Lake), Kolkata - 700 029, District Registration Office–Alipore, District 24 Parganas (hereinafter referred to as the ‘Said Premises’).

Date	Parties	Registration Details	Property Details
8.6.1974	Vendor: Kamala Bala Bose. Purchaser: Paramita Basu	Registrar of Assurances, Calcutta, recorded in Book No.I, Volume No.121, Pages 283 to 291, Being No.3344, for the year 1974	Undivided ½ share in the Said Premises.
11.6.1974	Vendor: Dwijendra Lal Sen. Purchaser: Paramita Basu	Registrar of Assurances, Calcutta, recorded in Book No.I, Volume No.151, Pages 107 to 117, Being No.3386, for the year 1974	Remaining undivided ½ share in the Said Premises.

- b) The said Paramita Basu, the Owner herein applied for and obtained a sanctioned building plan vide sanction No. 58(VI), dated 02.05.1975 from the then Calcutta Municipal Corporation now Kolkata Municipal Corporation (KMC) and constructed a residential building at the said premises at her own cost and expenses.
- c) Now the Owner herein with the intention to develop the Said Premises has approached one **Ground 2 Skye Solutions LLP, the** Promoter herein. The Promoter has also agreed to develop the Said Premises upon demolishing existing structure thereon and constructing a multi storied building thereat containing several independent residential apartments and car parking spaces.
- d) By a registered Development Agreement dated 1st March, 2023 made between Smt. Paramita Basu, Owner of the One Part, Ground 2 Skye Solutions LLP, Promoter of the Other Part registered with the Additional Registrar of Assurances-IV, recorded in Book No. I, Volume No. 1904-2023, Being No. 03280 for the year 2023 the Promoter therein for the terms and conditions mentioned therein the Promoter therein agreed to Develop All that the said Premises upon construction of a multi storied residential building thereon comprising of several self-contained units and car parking spaces.
- e) By a Power of Attorney dated ____ March, 2023 registered with Additional Registrar of Assurances-IV, in Book No. I, Volume No.1904-2023, Being No.____ for the year 2023, the said Paramita Basu, the Owner herein also empowered one Ground 2 skye Solutions LLP, the Promoter herein to develop the Said Premises.
- f) Pursuant to the Development Agreement the Promoter has obtained Building Permit No. 2023080043 dated 1st August, 2023 issued by the Kolkata Municipal Corporation for construction of a G+3 storied residential building namely ‘____’, comprising of self-contained Flats and parking spaces. The Promoter is also entitled to construct additional floors thereat upon obtaining necessary sanction from the Kolkata Municipal Corporation.

- g) The Promoter has at its own costs and expenses commenced construction of the said Premises, more fully and particularly described in **schedule** hereunder written.
- h) The Owner and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Premises, have been completed.
- i) The Promoter has registered the Project under the provisions of the Act, 2016 with the West Bengal Real Estate Regulatory Authority under registration No. _____ dated _____ issued by the authority.
- j) The Allottee has applied for allotment of an apartment in the Project vide Application dated _____ and has been allotted **Apartment No.** ____ having carpet area _____ sq.ft. excluding balcony (____ sq.ft. including balcony) built-up area of _____ sq.ft. approximately super built-up area of ____ sq.ft. approximately), on the _____ **floor** in '_____', along with right to park an independent covered car parking space in the **basement** more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written to be developed in accordance to the Specifications as mentioned in the **Part-II** of the **Second Schedule** hereto and right to enjoy common amenities and facilities of the Project more fully mentioned in the **Third Schedule** hereto along with the right to enjoy the same in common to the other allottee (hereinafter referred to as the "**said Apartment**").
- k) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- l) It is hereby agreed that the Application form shall be deemed to be a part of this Agreement.
- m) The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- n) 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.
- o) It has been agreed by the parties that the Association of all the allottee of the Project as and when the Project is completed in its entirety, shall own in common all common areas, amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.
- p) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owner and the Promoter hereby agree to transfer their right title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee hereby agree(s) to purchase the said Apartment.
- q) The title of the Owner to the said Premises has been examined by the Allottee to their satisfaction and the Allottee agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also seen and inspected the Plans for the time being sanctioned by the authorities relating to the said project and have fully satisfied themselves about the validity and all other aspects thereof and agree(s) and covenant(s) not to raise any objection with regard thereto.

- r) In the event, the Promoter obtains sanction for construction of additional floors at the Said Project, the Allottee shall not raise any objection thereto.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner and the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in recital herein below.

1.2 The Total Consideration of the Apartment inclusive of Car parking is **Rs. _____/- (Rupees _____)** only ("Total Consideration of the Apartment").

Cost of Flat	Rs. _____/-
Floor	3rd
Consideration for the Car parking Space	Rs. _____/-
Total Consideration in aggregate inclusive of Car parking	Rs. _____/-

1.3 The
Total

Consideration of the Apartment is escalation-free, save and except increases which the Allottee hereby agree(s) to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.

- (i) If prior to execution of the conveyance deed, the Allottee nominates their provisionally allotted apartment unto and in favor of any other person or persons in his/their place and stead, the allottee may do so with the permission of the Promoter subject to payment of Nomination fees of Rs..... per sq.ft. of the total built up area of the Apartment, as more fully described below and the pro rata share in the common areas to the Promoter.
- (ii) The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the brochures, leaflets and outdoor hoardings, etc. only provides a representative

idea and the actual Apartment agreed to be constructed would be as per the features and specifications spelt out in this Agreement and the Allottee shall not be entitled to raise any claim for such variation.

- 1.4 The Allottee shall make the payment as per the payment plan set out in **Fifth Schedule** hereto (**Payment Plan**).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the Promoter at its sole discretion and that shall be binding upon the Allottee. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 The Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations in accordance with the provisions of the Act upon payment of extra charges, if necessary.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee within forty-five (45) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **Fifth Schedule**. All these monetary adjustments shall be made at the same rate per square feet.
- 1.8 The rights of the Allottee are limited to ownership of the said Apartment and the Allottee hereby accept the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottee shall have common user rights in the Common Areas, Amenities & Facilities of the Project to the extent required for beneficial use and enjoyment of the said Apartment, the Allottee hereby accept the same.
- 1.10 The Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided pro-rata share in the Common Areas, Common Amenities & Facilities of the said Project as per applicable laws. Since the share/interest of the Allottee in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee shall use all Common Areas, Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas, Common Amenities & Facilities to the Association of Allottee provided the same being formed and registered after duly obtaining the Completion Certificate from the competent authority for the Project. It is further agreed that the right of the Allottee to use the common areas, amenities and facilities shall always be subject to timely and regular payment of maintenance charges and other charges payable by the Allottee and as applicable from time to time.

- (iii) The Allottee has the right to visit the project site to assess the extent of development of the Project and their Apartment as the case may be, at their own risk, and with prior intimation to and permission from the Promoter. The Promoter including Project staffs and the Owner shall not be liable for any untoward incident or accident.
- (iv) The Promoter will not entertain any request for modification in the external facade of the Tower/Block and the common areas, facilities and amenities.
- 1.11 The Promoter and the Allottee agrees that the Apartment along with the covered parking space in the basement if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Common Areas, Common Amenities & Facilities shall be available only for use and enjoyment of the Allottee of the said Project.
- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, its mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.13 Out of the Booking Amount, the Allottee have paid a sum of **Rs...../-** (Rupees only) as application money ("**Application Money**") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. The Booking Amount forms part of the Total Consideration and the Allottee(s) hereby agree to pay the remaining consideration of the said Apartment as prescribed in the Payment Plan (**Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delay in payment towards any amount which is payable, s/he shall be liable to pay interest @ the then prime lending rate of the State Bank of India plus two percent (2%) thereon per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand raised by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **Fifth Schedule** through A/c Payee Cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **Ground 2 Skye Solutions LLP** payable at Kolkata. **Time shall be the essence of the contract in this regard.**

- 2.1 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper

evidence thereof to the Promoter within 15 (Fifteen) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this Agreement and the amount thereof shall be treated as outstanding.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Association of Allottee subject to the same being formed and registered. The Allottee shall also make timely payment of installments and other dues payable by them and meet the other obligations under the Agreement.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities mentioned in the schedules written here under which has been approved by the competent authority, as represented

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

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with right to use common areas with all specifications, amenities and facilities of the said Project in place, within..... months from the date of commencement of groundwork, with a grace period of further six (6) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic, or any other calamity caused by nature affecting the regular development of the real estate project or any unforeseen occurrences, acts, court order or any other events, omissions or accidents which are beyond the reasonable control of the Owner and the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement ("**Force Majeure**"). If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

- 7.2 Procedure for taking possession** – The Promoter, upon obtaining the Occupancy Certificate/Completion Certificate from the competent authority and on receipt of the Total Consideration of the Apartment shall offer in writing the possession of the Apartment (**Possession Notice**), to the Allottee in terms of this Agreement to be taken within two (2) months from the date of issue of Occupancy Certificate/Completion Certificate.

Provided that, subject to the Allottee complying with their obligations hereunder, the Deed of Conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of Occupancy Certificate/Completion Certificate subject to the Allottee making payment of the entire consideration, extras and deposits on account of stamp duty, registration fee etc. The time period for execution of the Deed of Conveyance may be extended upon mutual consent of both the parties.

Provided Further that the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Conveyance Deed or other instruments until such time the Allottee make payment of all amounts agreed and required to be paid hereunder by the Allottee(s) and the Allottee(s) has/have fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter, not due to any act or omission on the part of the Allottee. The Allottee after taking possession, agree(s) to pay the post-handover maintenance charges as determined by the Promoter/ Association of Allottee as the case may be. The Promoter shall hand over copy of the Occupancy Certificate/Completion Certificate to the Association after the formation of the Association.

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

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

On and from the Possession Date and Deemed date of Possession:

- (i) The Apartment shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
- (ii) The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date/Deemed Possession Date;
- (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date/ Deemed Possession Date.
- (iv) All other expenses necessary and incidental to the management and maintenance of the Project.

- 7.3.1 Further, in case the Allottee fails or neglects to take possession of the said Apartment as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall in addition to any other applicable charges, be liable to pay holding charges @per sq.ft. per month, plus GST (if applicable), from the Deemed Possession Date to the final Possession Date.

- 7.4 **Possession by the Allottee** – After obtaining the Occupancy certificate/Completion certificate and handing over physical possession of the Apartment to the allottee, the Promoter shall hand over the necessary documents and plans, including common areas, to the Association of Allottee on its formation

and registration or the competent authority, as the case may be, as per the local laws Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottee or the competent authority, as the case may be, within 30 (thirty) days after obtaining the Completion certificate subject to formation and registration of the Association.

- 7.5 **Cancellation by Allottee**— Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that, where the Allottee propose(s) to cancel/withdraw from the Project without any fault of the Promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and, the Promoter herein is entitled to forfeit 10% of the Total Consideration of the said Apartment inclusive of Car Parking plus applicable taxes.

The Allottee acknowledge(s) that in the event of Allottee terminating this Agreement for Sale for no default on the part of the Promoter, the Promoter is bound to suffer huge loss in as much as the said Apartment having remained blocked for the Allottee and as such, in the event the Allottee terminating or cancelling this Agreement for Sale, the Allottee waive the right to claim refund of balance amount until such time the Promoter has entered into another agreement with any other person or before the expiry of 18 months from the date of such termination, whichever event shall happen earlier. The Promoter shall refund the balance amount by cheque/demand draft. The Allottee shall be at liberty to claim applicable taxes from the concerned authorities.

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

- 7.6 **Compensation** — The Owner/Promoter shall compensate the Allottee in case of any loss caused to them due to defective title of the Said Premises on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of the applicable 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 Allottee(s) within 45 (forty-five) days of it becoming due.

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

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Premises; The Promoter has the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said Premises or the project.
- (iv) There are no litigations pending before any court of law or authority with respect to the said Premises/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Premises, Project and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Premises, Project Land, buildings and apartment and the Common Areas till the date of handing over of the project to the association of the allottee;
- (vi) The Owner/Promoter has/have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Owner/Promoter has/have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas, Amenities & Facilities of the said Project to the Association of Allottee or the competent authority, as the case may be, after the completion of the entire project and upon such Association being formed and registered.
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said 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 of the Project has been issued and irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottee or 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 said

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the competent authority:
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest: or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter whatsoever towards the purchase of the Apartment, within 45 (forty-five) days of receiving the termination notice subject to the Allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Provided that where an Allottee do not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two (2%) percent thereon per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

- (i) In case the Allottee fails to make any payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime lending rate of the

State Bank of India plus two (2%) percent thereon per annum from the date of default till actual payment is made;

(ii) In case of default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee and the interest liabilities and under this Agreement shall thereupon stand terminated. Promoter shall, within 18 (eighteen) months from such termination or until such time the Promoter has entered in another agreement with any other person, whichever event shall happen later, refund by way of cheque/demand draft all amounts after forfeiting 10% of the total consideration being the Booking Amount paid for the allotment plus applicable taxes without interest, being the liquidated damages payable to the Promoter. The Allottee shall be entitled to claim applicable taxes from the concerned authorities. Provided that the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Consideration of the Apartment from the Allottee shall execute a Conveyance Deed and convey the title of the Apartment together with the pro rata share in the Common Areas, Amenities & Facilities of the Project within 3 months from the date of issuance of the Occupancy Certificate and the Completion Certificate, as the case may be, to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and/or other costs within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in their favour till payment of stamp duty, registration charges and other costs to the Promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

11. MAINTENANCE OF THE SAID TOWER/APARTMENT/ PROJECT:

i) The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Association of Allottee subject to its formation and registration upon the issuance of the Completion Certificate of the Project. The initial cost of such maintenance has been included in the Total Consideration of the Apartment.

ii) In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

iii) During the interim maintenance period between obtaining of the Completion Certificate of such Project and formation, registration and ensuring that the Association becomes operational, the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

iv) The Promoter shall endeavor that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever

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

v) The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance and proper upkeep of water reservoir, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC’s etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

vi) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.

vii) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

viii) The Common Areas of the said Project shall be handed over to the Association upon formation of such Association (the “Association”).

ix) The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

x) The Promoter shall at an appropriate time within a maximum period of days from the date of Completion Certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee (as also to all other Allottee of other apartments of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.

xii) The Allottee have also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said apartment which will appear in detail in the Agreement for Facility and Maintenance charges to be executed at or prior to the commencement of liability.

12. DEFECT LIABILITY:

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 12.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter’s failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

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

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

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

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

12.4 Where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment wing and if the annual maintenance contracts are not done/renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter /Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities and facilities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to

variation in temperature of more than 20* C and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

12.5 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

Use of basement and service areas:

The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottee formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

- 16.2 The Allottee further undertakes, assures and guarantees that they would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottee and/or Maintenance agency appointed by Association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Tower or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection, DTH connection for providing the services of cable, broadband, telephone etc. to all the Apartments.

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

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

18. **ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment but shall be entitled to obtain project loan from banks or financial institutions on such security and on such terms and conditions as such lending authorities may prescribe and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who have taken or agreed to take such Apartment.

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

20. **APARTMENT OWNERSHIP ACT:**

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

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned authorities for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith, excluding applicable taxes, charges, levies, cess, and impositions as deposited with the appropriate authorities concerned, shall be returned to the Allottee without any interest or compensation whatsoever.

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE:

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, may waive the breach by the Allottee in not making payments as per the Payment Plan [**Fifth Schedule**] including waiving the payment of interest for delayed payment. It is made clear and so agreed

by the Allottee that exercise of discretion by the Promoter in the case of one of the Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

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

26. **SEVERABILITY:**

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

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

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

28. **FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

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

30. **NOTICES:**

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

Name of Allottee: _____.

Residing at _____, Post Office _____, Police Station _____, Kolkata-700 _____.

Name of Promoters: **Ground 2 Skye Solutions LLP,**

1/425, Gariahat Road, 7th Floor, P.O. Jodhpur Park, P.S. Lake, Kolkata-700 068.

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

31. JOINT ALLOTTEE:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

[The other terms and conditions are as per the contractual understanding between the parties; however, the 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:

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

35. OTHER TERMS AND CONDITIONS:

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

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

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

35.3 PAYMENT OF TOTAL CONSIDERATION AND EXTRAS PRIOR TO POSSESSION: The Allottee agree and covenant not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee have paid the entirety of the Total Consideration and Extras and all other amounts agreed to be paid or deposited including Statutory dues, under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

36. COVENANTS:

36.1 ALLOTTEE' COVENANTS:

The Allottee further covenant with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admit and accept that:

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

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee have examined and are acquainted with the Project and have agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

36.1.2 ALLOTTEE TO MUTATE AND PAY RATES & TAXES:

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of the concerned authority, within 30 (thirty) days from the date of executing Conveyance Deed of the said Apartment (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice or from the date of deemed

possession, whichever is applicable and until the said Apartment is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admit and accept that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

36.1.3 ALLOTTEE TO PAY MAINTENANCE CHARGE:

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

37.1.4 DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE MAINTENANCE PERIOD: Failure to pay Maintenance Charges, Electricity Charges, DG usage charges, if any, within due dates may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at the rate prescribed in the Bye-Laws/Rules on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

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

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

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

38. DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonor of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonor of the cheque and the Allottee would be required to promptly tender a Demand Draft for the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonor charges of Rs.500/- (Rupees Five Hundred only) (for

one cheque return per month for one dishonor) & Rs.1,000/- (Rupees One Thousand only) (per dishonor in the same month). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any cheque, the Promoter has no obligation to return the original dishonored cheque.

39. NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE:

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

40. PROMOTER'S COVENANTS:

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

40.1 NO CREATION OF ENCUMBRANCE:

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

40.2 DOCUMENTATION FOR LOAN:

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

41. OBLIGATIONS OF ALLOTTEE(S):

The Allottee shall:

(a) Co-operate in management and maintenance:

Co-operate in the management and maintenance of the Common facilities and amenities by the Promoter/Association (upon formation), as applicable.

(b) Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common facilities and amenities.

(c) Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.

(d) Meter and Cabling:

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under

no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

(e) **Use:**

Use the Apartment for residential or commercial purpose, as may be applicable.

(f) **Maintenance of Apartment:**

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

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

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

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

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

(i) **No Alteration:**

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

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

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

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

Not to install any window air-conditioning units anywhere in the said Apartment and to install Split or VRV make air-conditioners only in designated areas along with outdoor units as approved by Promoter.

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

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

(m) **No Change of Name:**

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

(n) **No Nuisance and Disturbance:**

Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not to make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(o) **No Storage:**

Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.

(p) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common amenities and facilities and not to obstruct the Promoter in constructing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.

(q) **No Obstruction of Common Areas:**

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

(r) **No Violating Rules:**

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

(s) **No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

(t) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(u) **No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.

(v) **No Signage:**

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(w) **No Floor Damage:**

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

(x) **No Installing Generator:**

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

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

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

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

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

(aa) **No Hanging Clothes:**

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

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

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

(cc) **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

(dd) **No Littering:**

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

(ee) **No Trespassing:**

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

(ff) **No Overloading Lifts:**

Not to overload the passenger lifts and strictly ensure to move goods only through the staircases of the Building and not through passenger lifts.

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

Not to use the lifts in case of fire.

(jj) **No Covering of Common Portions:**

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

(kk) **Pay Goods & Service Tax:**

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

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

43. **NOTIFICATION REGARDING LETTING/TRANSFER:**

If the Allottee let out or transfers the said Apartment, the Allottee shall immediately notify the Promoter/ Association (upon formation) of the tenant's/transferee's address, telephone number and other contact details. A copy of the Tenancy Agreement entered into, while letting out the apartment, should also be submitted to the Promoter/Association (upon formation).

44. **NO RIGHT IN OTHER AREAS:**

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Project.

45. **INDEMNITY:**

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

46. **NOMINATION BY ALLOTTEE WITH CONSENT:**

The Allottee admit and accept that after the Lock-in period (mentioned herein below) and before the execution and registration of conveyance deed of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee' right, title, interest and obligations under this Agreement

subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) **ALLOTTEE TO MAKE DUE PAYMENTS:**

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

(b) **LOCK-IN PERIOD:**

The Allottee cannot nominate in favour of any third party before the expiry of a period of months from the date of this agreement.

(c) **PRIOR WRITTEN PERMISSION AND TRIPARTITE AGREEMENT:**

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

(d) **NOMINATION FEES:**

The Allottee shall pay a sum calculated @ Rs.200/- per sq.ft. of the total carpet area of the apartment and the pro rata share in the common areas plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that change of one of the joint Allottee shall be treated as a nomination. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. The Allottee shall also be liable to pay the legal fees of Rs..... (Rupees only) to the Advocates of the Promoter for preparation of the Nomination Agreement.

The Allottee admit and accept that they shall not be entitled to nominate or assign their rights under this Agreement save in the manner indicated above.

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

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

48. **SIGNAGE:**

The Promoter reserve unto itself the exclusive right to use and/or permitted to be used any space in the roof/common areas of the Project for the purpose of exhibiting any neon sign, signage or any other mode of

advertisement meant to promote its brand image and brand value.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(SAID PREMISES)

ALL THAT piece and parcel of land containing an area of 3 Cottahs 12 Chittaks 14 Sq.ft. be the same a little more or less along with a two storied residential building thereon comprised in Division-VI, Sub-Division-P, part of Holding No.251, lying situate at Premises No.17, Panditia Place, Police Station – Rabindra Sarobor (formerly Lake), Kolkata - 700 029, under KMC Ward No.85, Assessee No.110851700225, District Registration Office–Alipore, District 24 Parganas, butted and bounded as follows:-

ON THE NORTH	:	By partly Premises No. 13B, Panditia Place and partly by Premises No. 19, Panditia Place;
ON THE SOUTH	:	By 20ft. wide Road known as Panditia Place;
ON THE WEST	:	By Premises No.18, Panditia Place;
ON THE EAST	:	By Premises No.19, Panditia Place.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART I

(SAID APARTMENT)

ALL THAT the **Apartment No.____**, containing built-up area of _____ sq.ft., including balcony area, super built-up area of ____ sq.ft., carpet area ____ sq.ft. excluding balcony (____ sq.ft. including balcony), on the _____ floor of the building namely '_____', delineated on the Floor Plan being **Annexure A** hereto and bordered in colour **RED** Together With the undivided proportionate impartible share in the land beneath the Project and attributable thereto, more fully described in the **Part-II** of the **First Schedule** herein above written together With right to park in Independent Covered **Car parking Space at Basement** of the **Tower** and pro rata Common Areas of **Part-I** of the **Third Schedule** hereto and right to enjoy common amenities and facilities of the said Project in common to the other Allottee of the Tower and the said Project.

PART II

(SPECIFICATIONS OF THE APARTMENT/TOWER)

STRUCTURE: Pile foundation with RCC framed structure as per seismic design incorporating 250 mm thick external brick walls and 125/75 mm thick internal brick walls.

WALLS: Acrylic Emulsion Paints on Pop.

CEILING:	Acrylic Emulsion Paint with no False Ceiling.
EXTERIORS:	Cement Plaster with weather coat paint of soothing colour and preferred finish.
INTERIORS:	P.O.P/Putty punning over cement plaster inside all rooms.
FLOORING:	Vitrified Antiskid Tiles or Marble (as per choice of the Owner) of reputed brand in bedrooms, living/dining and balcony. Ceramic/Anti-skid tiles in Bathrooms and Kitchen areas.
STAIR CASE:	Stair case with marble/tiles with oil paints on walls.
KITCHEN:	Quartz Kitchen Counter, Stainless Steel Sink, 600 mm Glazed antiskid ceramic tiles Dado above granite counter (as per choice of the Owner), C.P. Fittings of reputed brand and SS tank with draining board. Purified water filter point, exhaust fan and ceiling fan will be provided by the Promoter. Chimney in the kitchen will be provided by the Promoter.
TOILET:	Glazed Ceramic Tiles upto door height with branded CP fittings, ceramic basins, sink shower, sitting ledge, partition glass, CP Fittings of reputed brand, Concealed piping system for hot and cold water lines.
DOORS:	Malaysian Sal door frame with phenol bonded commercial ply of 32 mm thickness for internal doors and 35 mm thick teak wood veneer for Main Door with Peephole and Godrej Night Latch.
WARDROBES:	Standard Modular Wardrobes in all bed rooms with veneered and polished wardrobe doors save and except in the utility/servant's room.
WINDOWS/EXTERNAL GLAZING:	Energy efficient, sound insulating double glass units, tinted reflective glass with powder coated white aluminum glazing with non-see through glass in all toilets.
ELECTRICAL:	Concealed insulated copper wiring with modular switches of reputed brand, pre-fitted split ACs of reputed brand in all Bedrooms and Living/Dining. Light and plug points in bedrooms, dining and drawing rooms as per the architectural scheme. Geyser point in all bathrooms, CCTV Surveillance system for common areas, including the entrance and exit point of the building with circular barbed wire on the boundary wall.
PLUMBING:	Internal Concealed Piping system with CPVC/UPVC lines for Cold and Hot Water Lines including wash basin.
SANITARYWARE:	Porcelain sanitary ware of reputed brand (Grohe/Jaquar or equivalent repute), CP fittings, SS Tank with draining Board, wash basin, wall hung WC with health faucet of reputed brand.
ROOF:	Vitrified tiles to be used in the roof upon consultation with the Owner.

LIFT:	High Speed lift of Kone or Schindler;
POWER BACKUP:	Emergency Power Backup for common area lighting and running of lifts. Provision of Backup power within the apartment (except 15A PLUG).
OTHERS FITTINGS AND FIXTURES:	Under cabinets, exhaust fan, towel, rail, points for geyser, Soapdish, toilet paper holder, 15AMP Power Point for room heater, ceiling fan, light, grills to be fitted in all window etc.

SCHEDULE "C"
ABOVE REFERRED TO:
(PAYMENT PLAN)

On Booking on	Rs/= (plus GST ____%)
Within	Rs/= plus GST ____%
Within	Rs/= plus GST ____%
Within	Rs/= plus GST ____%
Within or Possession whichever Is Earlier	BalanceRs...../= plus GST ____%
Total to Pay for Flat:	Rs...../= plus GST ____%

Extra Charges & Deposits:

Legal Charges	Rs. ____ = per sq. ft on sale agreement and Rs. ____ = per Sq. ft on possession
---------------	---

Generator, Electricity Connection & Transformer	Rs. _____
Society Formation Fees	Rs. _____
Sinking Fund for Future Maintenance	Rs. _____ = per sq ft of Carpet Area
Separate Electric Meters	At actual

Cancellation Charge:

a) After this agreement: ____ of full consideration value. Refund is subject to
45days' notice of cancellation.

Nomination Charge: Nomination charge will be Rs. _____ = per sqr ft.

Note: GST and Other Govt. Charges will be as applicable.

Mode of payments: All Payments are to be made by demand draft/account
payee cheque in favour of " _____ " or online
transfer

(RTGS/NEFT)

to

A/c

No. with

.....,
IFSC

.....

Branch,

or

to other Bank A/c as may be informed by the developer.

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

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS AND FACILITIES)

- I) Lobbies on all floors and staircase of the Said Building.
- II) Staircase to the roof of the building. Tiles in roof so that it can be jointly used.
- III) Driveway, passage and pathways.
- IV) Lift machine room and lift well of the Said Building.
- V) Water supply system including pumps, reservoirs/tanks of the Said Building.
- VI) Water supply pipeline in the Said Building (save those inside any Flat or attributable thereto.)
- VII) Drainage and sewage pipeline in the Said Building (save those inside any Flat or attributable thereto).
- VIII) Wiring, fittings and accessories for lighting of lobbies, staircase and other common Portions of the Said Building.
- IX) Electricity meters and space for their installation.
- X) Watchman/caretaker's Room, Meter Room, Toilet in the Ground Floor.
- XI) Cable connection in the Said Building.
- XII) Common Roof above the top floor of the Said Building.
- XIII) Covered and Open Car Parking Space.

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

SIGNED AND DELIVERED BY THE WITHIN
 NAMED OWNER:

WITNESSES:

1. Signature
 Name _____
 Address _____

2. Signature
 Name _____
 Address _____

SIGNED AND DELIVERED BY THE WITHIN
NAMED PROMOTER:

WITNESSES:

1. Signature
 Name _____
 Address _____

2. Signature
 Name _____
 Address _____

SIGNED AND DELIVERED BY THE WITHIN
NAMED ALLOTTEE:

(1) Signature _____
 Name _____
 Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature
 Name _____
 Address _____

2. Signature
 Name _____
 Address _____