

Mani-Vista Tollygunge Full-HIRA Format Unit Sale Agreement

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this ____ day of _____, 2019.

BY AND BETWEEN

MANI SQUARE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at No.164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata-700054 (having Income Tax Permanent Account No.AABCR3668M), represented by _____, hereinafter referred to as "the **PROMOTER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **ONE PART**

AND

_____ hereinafter referred to as "the **ALLOTTEE / PURCHASER**" of the **OTHER PART**:

The Promoter and the Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Promoter is the absolute owner of **All That** the said Premises, being No. 3, Netaji Subhash Chandra Bose Road, Kolkata-700040 measuring 07 Bighas 08 Cottahs 14 Chittacks and 34 Square feet more or less fully described in the **First Schedule** hereunder written.
- C. The facts about devolution of title to the said Premises in favour of the Promoter is mentioned in the **Sixth Schedule** hereunder written.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Premises on which the Project is to be constructed have been completed;
- F. The Kolkata Municipal Corporation has granted permission to construct;
- G. The Promoter has obtained the sanctioned plan for the Project from Kolkata Municipal Corporation and other concerned authorities as mentioned in the Definition No.____ (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No.____ (being the definition of Plan) hereinbelow;
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration No.____.

- I. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ for allotment of the **Designated Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

All That the Residential Flat / Apartment bearing No. containing a Carpet Area of _____ Square Feet [Built-up Area whereof being _____ Square Feet more or less on the _____ floor of the Block-_____ of the Building at the said Premises described in the First Schedule (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet)] and shown in the Plan annexed hereto, duly bordered thereon in "Red".

«Multi_level_carparking_clause».

«Ground_floor_carparking_clause».

«mechanical_carparking_clause».

«Basement_Carparking_Clause»

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Unit as specified in para-I above;
- N. The title of the Promoter to the said Premises has been examined by the Allottee to his satisfaction and the Allottee agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances and has fully satisfied himself about the validity and all other aspects thereof, and agrees and covenants not to raise any objection with regard thereto.

The Allottee is fully aware that by virtue of the various provisions of the KMC Building Rules and other applicable Laws and Rules, the said Premises is entitled for additional FAR, which the Promoter has applied to the Kolkata Municipal Corporation for sanction and is planned to be consumed by adding more floors to the presently sanctioned Blocks / Building, and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. Necessary application for matters connected to consumption of additional FAR, addition of more floors to the Building etc., has been made to the concerned authorities.

The Allottee also consents and confirms that the Promoter shall be at liberty to have the Plan modified and/or altered from time to time.

The Allottee agrees and consents to the fact that in case at any time additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

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

1. **TERMS :**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para I;

1.2 The Total Price for the Apartment based on the carpet area is **Rs._____** (Rupees _____ only) ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule** hereunder written, break up whereof is as follows:

Head	Price
(i) Flat/Apartment No_____, Floor_____; Block-_____, Carpet Area _____; Built-up Area _____;	Rs._____
(iii) _____ number and _____ type Car parking at the covered space in the _____ Floor of the Building;	Rs._____
(iv) _____ number and _____ type Car parking in the open compound of the said Premises;	Rs._____
Add : GST	Rs._____
	Rs._____
Less : Discount on account of GST input credit	Rs._____
Total Price:	Rs._____

Explanation :

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/ reduced based on such change/modification;

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and

firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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

1.2.2 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession / Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

- i) **Extras:** The Allottee shall, in addition to the consideration mentioned herein, pay to the Promoter the non-refundable amounts for the purposes mentioned in **Part-I** of the **Eighth Schedule** hereunder written.
- ii) **Deposits:** The Allottee shall also pay and deposit and keep deposited with the Promoter the amounts for the purposes mentioned in **Part-II** of the **Eighth Schedule** hereunder written to be held by the Promoter as interest free security deposits until the same is transferred to the Association.

While handing over and transferring to the Association all the rights responsibilities and obligations with regard to the Common Purposes, the Deposits paid by the Allottee to the Promoter shall also be transferred by the Promoter to the Association, after adjustment of all dues, if any of the Allottee and the same shall thenceforth be held by the Association in the name of the Allottee in the relevant heads of account.

- iii) **Stamp Duty etc.:** The Allottee shall also bear and pay all stamp duty, registration fee and allied expenses payable on this agreement and the sale deed and other documents to be executed in pursuance hereof. The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the Designated Unit And Appurtenances and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

1.2.2.1 Save those payable as per the Payment Plan mentioned in **Part-II** of the **Fifth Schedule** hereto and unless otherwise expressly mentioned herein, all Extras and Deposits shall be paid by the Allottee to the Promoter within **60 days** of receiving the Notice of Possession and before taking possession of the Designated Unit.

1.2.2.2 Nothing contained above shall affect or derogate the right of the Promoter to claim any Extra or Deposit at any time after the delivery of possession in case the Promoter delivers possession of the Designated Unit without receiving the same and the Allottee shall be liable to pay all such amounts within **30 days** of receiving a notice from the Promoter in this behalf.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/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 schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**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 @ ___% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II of the Third** Schedule hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. _____** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy / completion certificate (as applicable) 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas of the Project to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be, with prior written intimation and appointment.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent (if applicable), municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said unit and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the apartment to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____) only (in short "the **Booking Amount**") as booking amount being part payment towards the total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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 by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of " _____ " payable at **Kolkata**.

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 Rules and Regulations made thereunder or any statutory amendments (s)/ 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the 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 THE 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 his/her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any 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 the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act an/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. _____** (being the definition of Plan) of the **Annexure "A"** hereto.

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 and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project on or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) 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 becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession –** The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to

the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall handover the copy of the occupancy certificate / completion certificate of the apartment to the Allottee at the time of conveyance of the same.

7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

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 continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings.

7.3.1 Further, in case the Allottee fails or neglects to take possession of the Designated Unit 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 be liable to pay guarding / holding charges @ Rs._____ (Rupees _____ only) per Square Foot per month of the Built-up Area of the Designated Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

7.4 Possession by the Allottee – After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees 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 document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation and such refund shall be subject to sale of the Apartment in the meantime by the Promoter and amounts having been received by the Promoter from the new transferee thereof.

7.6 Compensation

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the

Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Apartment which shall be paid by the promoter to the Allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The Promoter has absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) The Promoter has made the Allottee aware that the Promoter has obtained loan for construction of the Building Complex from Axis Finance Limited by creating charge on the said Premises and the Promoter may obtain financial assistance and/or loans from Banks, Financial Institutions, NBFCs 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 consents 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 Designated Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the Designated Unit free of all such mortgages and charges created by the Promoter.

(iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land 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 project, said Land, Building and Apartments and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee intended to be created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of 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;

(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 occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 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 developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to the Promoter as demanded by the promoter. If the Allottee stops making payment, 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 under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

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

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

(i) In case the Allottee fails to make payments for 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 prescribed in the Rules.

(ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 2 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 the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to sale of the Apartment by the Promoter and the amounts have been received by the Promoter from the new transferee thereof.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT**

The Promoter on receipt of total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (three) months from the date of issue of occupancy certificate / completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mention in the notice, the Allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee. 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 losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

The Promoter has agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Apartment for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association / Maintenance Company, the same shall be conveyed in favour of the Allottee as part of the Designated Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations to be carried out in favour of the Association / Maintenance Company or else, then the deed of conveyance in respect of the Designated Unit shall be so executed and registered by the Promoter in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Part-II of the Seventh Schedule** hereunder written and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

12. **DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of issue the completion / occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is, however, made clear that in case the Allottee, without first notifying the Promoter and without giving to it the opportunity to inspect assess and determine the nature of the purported structural defect or defect in workmanship, alters the state and condition of such purported defect, then the Promoter shall be relieved of its obligation to rectify such purported defect and the Allottee shall not be entitled to any cost or compensation in respect thereof.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

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

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees 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.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan layout plan, sanction plan and specifications, amenities

and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act and save to the extent specifically mentioned in this agreement.

18. 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/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs 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 consents 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 Designated Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the Designated Unit free of all such mortgages and charges created by the Promoter.

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

24. WAIVER NOT A LIMITATION TO ENFORCE

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

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

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

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

29. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

30. JOINT ALLOTTEES

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

31. **SAVINGS :**

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

32. **GOVERNING LAW**

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

33. **DISPUTE RESOLUTION**

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

34. **NOMINATION/TRANSFER BY THE ALLOTTEE:**

34.1 The Allottee may, with the prior consent in writing of the Promoter and against payment in advance to the Promoter of a sum calculated @3% (three percent) of the price at which the Allottee agrees to transfer the Designated Unit to his nominee, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Allottee of the Designated Unit. Any such nomination shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid nomination shall be payable by the Allottee or its nominee.

35. **OTHER PROVISIONS:**

35.1 The use and enjoyment of the Designated Unit shall, however, be subject to the payment of the Taxes and Outgoings mentioned in **Part-I of the Seventh Schedule** and in accordance with the Rules and Regulations framed by the Promoter from time to time (including the Rules and Regulations as mentioned in **Part-II of the Seventh Schedule** hereto) **AND** as a matter of necessity, the Allottee binds himself and covenants with the Promoter, the Allottees, maintenance staff and the persons permitted by the Promoter (a) to use the Common Areas and Installations in common with the Promoter, the Allottees, maintenance staff and the persons permitted by the Promoter without causing any inconvenience or hindrance to them, and (b) to observe fulfill and perform the rules regulations obligations covenants and restrictions framed and made applicable by the Promoter and/or the Maintenance In-charge from time to time for the quiet and peaceful use enjoyment and management of the Building Complex.

35.1.1 The Allottee shall not hold the Promoter or the Maintenance In-charge liable in any manner for any accident or damage while enjoying the Common Areas and Installations by the Allottee or his family members, guests, visitors or any other person.

35.2 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows:-

- a) Besides sanction of additional FAR which has been applied by the Promoter to the Kolkata Municipal Corporation as hereinbefore mentioned, in case any further additional FSI/FAR/Construction is permitted or available at the said Premises, the Promoter shall be entitled to avail the same and to make further and additional construction which may be so available and to connect the same with the Common Areas and Installations of the

said Premises to make the same habitable and to deal with, use, let out, sell, convey and/or otherwise transfer the same to any person at such consideration and in such manner and on such terms and conditions as the Promoter, in its sole discretion, may think fit and proper. In the event of any such construction, the ultimate roof of such construction shall then become the common roof to the Allottees.

- b) In case of any additional or further additional construction in terms of sub-clause (a) above, there would be a consequential decrease in the proportionate share of the Allottee in the land of the said Premises and the Common Areas and Installations, however, the Allottee either individually or together with the other Allottees shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Allottee hereunder nor to claim any amount or compensation from the Promoter on account thereof.
- c) The Promoter shall be entitled to put or allow its or its group companies / associates / affiliates / sister concerns to put neon-sign, hoardings, sign boards or any other installation on the roof of the Building or any part thereof as the Promoter, may in their sole discretion, think fit and proper.
- d) The Allottee hereby agrees, acknowledges and consents to the rights and entitlements excepted and reserved by and unto the Promoter under clause 35.2 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Promoter and/or persons deriving title or authority from it and also to sign and execute all necessary papers and documents in that regard, if so required and found necessary by the Promoter.

35.3 **Adjacent Properties:** The Allottee hereby acknowledges and admits that, at or before the execution of this agreement, the Promoter has made the Allottee fully aware that the lands lying adjacent to the said Premises and belonging to the Promoter would be developed by the Promoter in the subsequent phase(s) to form part of a single integrated housing project and for that the Promoter shall link and connect the said Premises with the adjacent properties i.e. lands or landed properties adjacent and/or adjoining to the said Premises and in connection therewith the Promoter shall have right and be entitled to do the following acts deeds matters and things:

- a) to amalgamate the adjacent properties or any part thereof with the said Premises and to include the adjacent properties as part of a single integrated housing project;
- b) to share the access-way, entry/exit points, driveways, paths and passages and certain facilities out of the Common Areas and Installations of the Building Complex in common between the Allottees of the said Premises and the Promoter and the allottees of the adjacent properties in such manner and to such extent as the Promoter may deem fit and proper.

35.3.1 It is made clear by the Promoter that, in case the Promoter permits the allottees of the units to be constructed at the adjacent properties in subsequent phase(s) to use certain facilities forming part of the Common Areas and Installations of the Building Complex as aforesaid, the Promoter shall likewise allow the Allottee and other Allottees of the Building Complex to use certain facilities forming part of the common areas and installations of such adjacent properties in common with the owners of the units to be constructed at the adjacent properties.

35.3.2 The Allottee agrees not to do any act deed or thing whereby the Promoter is prevented from proceeding with the work of construction at the adjacent properties nor raise any objection or cause any hindrance to the Promoter exercising its rights and entitlements mentioned Clauses 35.3 and 35.3.1 above, it being expressly made clear that nothing contained in clause 35.3 and 35.3.1 above shall create any right or entitle the Allottee to claim any right over and in respect of the adjacent properties or the buildings to be constructed thereat unless otherwise to the extent and in the manner expressly specified by the Promoter in writing.

35.4 **Allottee's Further Acknowledgements, Covenants and Assurances:**

- a) The Allottee shall have no connection whatsoever with the Allottees of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations hereunder and the Promoter's rights shall in no way be affected or prejudiced thereby.
- b) The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Designated Unit until all the charges outgoings dues payable by the Allottee to the Promoter in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.
- c) It is agreed that any transfer of the Designated Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land, and the transferee of the Allottee shall also be bound to become a member of the Association in place of the Allottee.

35.5 **Miscellaneous:**

- a) The Allottee shall be and remain responsible for and to indemnify the Promoter and the Maintenance-in-Charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Building or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- b) The Building Complex shall bear the name "**Mani Vista**" or such other name as be decided by the Promoter from time to time.

35.6 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of the Kolkata Municipal Corporation.

35.7 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and are hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Designated Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution.

35.8 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefore and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefore, then the same shall be borne paid and

discharged by the Allottees (including the Allottee herein) proportionately and the Promoter shall not be liable therefore in any manner and the Allottee and the other Allottees shall keep the Promoter fully indemnified with regard thereto;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed these presents at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE : (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

WITNESSES TO ALL THE ABOVE:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises)

ALL THAT the piece or parcel of land containing an area of 07 Bighas 08 Cottahs 14 Chittacks 34 Square feet more or less situate lying at and being premises No.3, Netaji Subhas Chandra Bose Road, Kolkata, Pin Code - 700040, Police Station Regent Park (formerly Tollygunge), Post Office Regent Park, in the District of South 24-Parganas, Sub-Registration Office Alipore, within the municipal limits of Ward No.97 of the Kolkata Municipal Corporation and shown marked within "**BLUE**" borders on the **First Plan** and butted and bounded as follows:

On the North	:	Partly by Netaji Subhas Chandra Bose Road and partly by each premises Nos. 5 and 7, Netaji Subhas Chandra Bose Road and partly by private passage;
On the South	:	Partly by premises No. 101, Babu Ram Ghosh Road and partly by private passage;
On the East	:	Partly by each premises Nos. 5 and 11 Netaji Subhas Chandra Bose Road and partly by Netaji Subhas Chandra Bose Road;
On the West	:	Partly by premises No. 1, Netaji Subhas Chandra Bose Road and partly by petrol pump.

Or Howsoever Otherwise the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I
(DESIGNATED UNIT)

ALL THAT the residential flat being Unit No. «Flat_No» having carpet area of «Carpet_Area» Square feet more or less (built-up area whereof being «Built_Up_Area» Square feet more or less), on the «Floor_in_Words» floor of the «Tower_Name» Block of the Building 'Mani Vista' at the abovementioned Premises No.3, Netaji Subhas Chandra Bose Road, Kolkata-700040 and shown in the Second Plan annexed hereto, duly bordered thereon in "RED".

«Multi_level_carparking_clause».
«Ground_floor_carparking_clause».
«mechanical_carparking_clause».
«Basement_Carparking_Clause»

PART-II
(APPURTENANCES)

1. **SHARE IN LAND:** ALL THAT proportionate undivided indivisible share in the land contained in the said Premises described in the First Schedule hereinabove written.
2. **SHARE IN COMMON AREAS AND INSTALLATIONS:** ALL THAT proportionate undivided share in the Common Areas and Installations described in Part-I of the Third Schedule hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I
(Common Areas and Installations)

1. Land comprised in the said Premises;
2. Entrance and exit gates of the said Premises;

3. Properly landscaped paths passages driveways and ramps in the said Premises as be earmarked by the Promoter for the common use by the Co-owners;
4. Tugged up triple height Entrance Lobby for each Block.
5. Reserved space in the open compound for parking of 4 (four) motor cars for visitors of the Co-owners and the visitors to the Co-owners' Club.
6. Reserved space in the open compound for parking of 1 (one) motor car for visiting Doctor.
7. For each Block, two staircases with landings and lobby in the ground floor of the Building leading to the Units and stair-covers on portions of the ultimate roof.
8. For each Block, two lifts and a service lift with lift machine room and stair cover on the roof and all machinery and equipments for running the same.
9. Electrical installations with main switch and meter and space required therefore in the Building.
10. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s for the same.
11. Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the Common Areas, for operation of lifts and water pump and for supply of power in the Designated Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
12. Municipal water supply and/or deep tube-well for water supply.
13. Underground water reservoir.
14. Water pump with motor and with water supply pipes to the overhead water tanks for each Block and with distribution pipes therefrom connecting to different Units.
15. Latest high capacity ion removal plant for supply of safe ion free water.
16. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Building and from there to the municipal drain.
17. Effective Fire fighting system designed to detect and fight fire.
18. Fire Control Room in the Building with communication system to all floors and facilities for receiving the message from different floors.
19. Fire pump Room.
20. Security Room for darwan/security guards in the ground floor of the building;
21. Driver's waiting area in the basement floor.
22. Common Toilets in the ground floor for the use of the darwans, servants, maids, drivers, security guards, caretaker of the Building.
23. Intercom connection from the Units to the ground floor lobby.
24. CCTV Camera for the Common Areas and Installations.
25. Swimming Pool with changing room for male and female at the podium level.
26. Kids pool at the podium level.
27. Banquet/Multipurpose Hall with lawn and space for kitchen at the podium level.
28. Gym with equipments at the podium level.
29. Garden space at the podium level.
30. Juice bar and lounge at the podium level.
31. Games room, cards room, kids play room, lawn space, etc. at the podium level.
32. Maintenance In-charge's office.
33. Ultimate Roof of the Building.
34. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the Building Complex.

PART-II

(Specifications as regards construction of the Building Complex and the Designated Unit)

Sl. No.	Heading	Specifications
1	Structural Frame	R.C. foundation resting on cast-in-situ reinforced concrete bored piles complying with IS Code. Reinforced concrete framed structure designed for the highest seismic consideration and using aptly designed grade of concrete and steel reinforcement complying with IS Code
2	External & Internal Walls	Common clay bricks / fly ash bricks/ reinforced concrete walls
3	Door Frame	Entrance fitted with 35 mm thick flush-doors
4	Ironmongery (Toilet / Kitchen)	Shutters hung with standard hinges and hardware Night-latch and magic eye for entrance door

		Mortise lock and door-stopper on bedroom and kitchen door Bathroom latch on toilet door
5	Windows	Standard section of anodized/powder coated aluminum or UPVC windows (casements/ sliding) with clear glass inserts and matching fixtures
6	Floors/ Finish	Wall
		Quality vitrified tiles floor in foyer, living & dining area
		Walls finished with POP punning
		Bedroom floor finished in vitrified tiles. Walls finished with POP punning
		Anti-skid ceramic tiles in bathroom floor and matching ceramic tiles on wall.
		Kitchen finished with quality vitrified tiles in floor and upto 2 feet above counter
		Staircase including landings and corridors finished with epoxy paint over tremix. Walls finished with POP punning
		Ground floor Lift lobby laid with quality imported marble with matching skirting's. Wall finished with POP punning
		Other common areas floored with screed concrete
		Typical floor lift Lobby finished with quality vitrified tiles.
7	Kitchen	Granite top cooking platform with one stainless steel sink and drain board in each flat
		Kitchen to be equipped with a Water filter
		Dual source of water supply
8	Toilets	Matching glass mirrors, shelves, soap trays and towel rails
9	Sanitary Plumbing	&
		Concealed piping system for hot and cold water lines.
		White porcelain sanitary ware of kohler/ roca or similar brands
		Shower cubicles in master bedroom
		Sleek Jaquar or similar brand fittings
		Geysers in all bathrooms
10	Fire Protection	Provision of an adequate fire-suppression and detection system with wet risers connected to the fire reservoir
11	Electrical	Totally concealed wiring for all rooms
		Light and plug points in living/ dining and all bedrooms as per architecture scheme
		Telephone points in living rooms and all bedrooms
		Geyser points in all toilets and kitchen
		All rooms with provision for ceiling fans
		Compatible wiring that can be hooked upto a cable
		Television network with a connection thereof in living rooms and all bedrooms
		Video door phones at the main entrance doors
		Electrical call bell at main entrance door
Generator power during power failure for lighting and domestic purpose to the extent of 1(one) watt/ per sft. of built up area		
12	Air-conditioning	Air-conditioned apartment fitted with split units
13	Security	CCTV monitoring for the common areas
14	Lightning protection	In compliance with IS 62305
15	Waterproofing	Waterproofing of bathrooms, balconies, planter box and terrace floor
16	Driveway	Reinforced concrete with hardener for carpark / driveway

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure including the roof, the Common Areas and Installations of the

Building Complex (including lifts, generator, water pump with motor, games room, swimming pool, gym equipments, fire fighting equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building Complex and related facilities enjoyed or used by the Purchaser in common with other owners or serving more than one Unit and/or other built-up space in the Building and main entrance, landings and staircases of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.

2. **OPERATIONAL** : All expenses for running and operating all machines, equipments and installations comprised in the Common Areas and Installations (including lifts, generator, water pump with motor, games room, swimming pool, gym equipments, fire fighting equipments, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the Common Purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE**: Insurance premium for insurance of the Building including against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
PART-I

The **Consideration** payable by the Allottee to the Promoter for sale of the Designated Unit shall be as follows:-

Head	Price
(i) Flat/Apartment No _____, Floor _____; Block- _____, Carpet Area _____; Built-up Area _____;	Rs. _____
(ii) exclusive right to use the attached open Private Terrace/s measuring _____ Sq. Ft.;	Rs. _____
(iii) _____ number and _____ type Car parking at the covered space in the Ground Floor of the Building;	Rs. _____
(iv) _____ number and _____ type Car parking in the open compound of the said Premises;	Rs. _____
(v) _____ number Two Wheeler parking in the Ground Floor of the Building;	Rs. _____
Add : GST	Rs. _____
	Rs. _____
Less : Discount on account of GST input credit	Rs. _____

Total Price:	Rs. _____
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(Rupees _____) only

Note : GST and discount are based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

**PART-II
(Installments / Payment Plan)**

The said consideration of Rs.«Total_Amount_Payable» mentioned in **Part-I of the Fifth Schedule** hereinabove shall be paid by the Allottee to the Promoter in installments as follows:

Sl. No.	Event / Happening	%	Consideration Amount	CGST	SGST	Total Due
(i)	On Agreement	10%	«Agreement_amount_10»	«CGST1»	«SGST1»	«Total_Agreement_Amount»
(ii)	On commencement of Piling	6%	«Piling_Amount_6»	«CGST2»	«SGST2»	«Total_Piling_Amount»
(iii)	On completion of basement roof	6%	«Basment_Roof_Amount_6»	«CGST3»	«SGST3»	«Total_Basment_Roof_Amount»
(iv)	On casting of roof of the 2 nd floor	5%	«M_2nd_floor_roof_casting_Amount_5»	«CGST4»	«SGST4»	«Total_2nd_floor_roof_Casting_Amount»
(v)	On casting of roof of 8 th floor	4%	«M_8th_Floor_roof_Casting_Amount_4»	«CGST5»	«SGST5»	«Total_8th_Floor_roof_Casting_Amount»
(vi)	On casting of roof of 14 th floor	4%	«M_14th_Floor_roof_Casting_Amount_4»	«CGST6»	«SGST6»	«Total_14th_Floor_roof_Casting_Amount»
(vii)	On casting of roof of 20 th floor	4%	«M_20th_Floor_roof_Casting_Amount_4»	«CGST7»	«SGST7»	«Total_20th_Floor_roof_Casting_Amount»
(viii)	On casting of roof of 26 th floor	4%	«M_26th_Floor_roof_Casting_Amount_4»	«CGST8»	«SGST8»	«Total_26th_Floor_roof_Casting_Amount»
(ix)	On casting of ultimate roof	4%	«Ultimate_Roof_Casting_Amount_4»	«CGST9»	«SGST9»	«Total_Ultimate_Roof_Casting_Amount»
(x)	On completion of Brickwork upto the 15 th floor	4%	«M_15th_Floor_Brickwork_Amount_4»	«CGST10»	«SGST10»	«Total_15th_Floor_Brickwork_Amount»
(xi)	On completion of Brickwork upto the 20 th floor	4%	«M_20th_Floor_Brickwork_Amount_4»	«CGST11»	«SGST11»	«Total_20th_Floor_Brickwork_Amount»
(xii)	On completion of Brickwork upto ultimate floor	4%	«Brickwork_of_Ultimate_Floor_4»	«CGST12»	«SGST12»	«Total_Brickwork_of_Ultimate_Floor»
(xiii)	On completion of external plaster of the tower	5%	«External_Plaster_Completion_Amount_5»	«CGST13»	«SGST13»	«Total_External_Plaster_Completion_Amount»
(xiv)	On completion of plumbing activities of the designated unit	6%	«Plumbing_Activities_of_Designated_Unit_»	«CGST14»	«SGST14»	«Total_Plumbing_Activities_of_Designated_»

(xv)	On completion of air conditioning activities of the designated unit	5%	«Air_Conditioning_Activities_of_Designate»	«CGST15»	«SGST15»	«Total_Air_Conditioning_Activities_of_Des»
(xvi)	On installation of lifts	5%	«Installation_of_Lift_5»	«CGST16»	«SGST16»	«Total_Installation_of_Lift»
(xvii)	on completion of flooring of the designated unit	10%	«Completion_of_Flooring_of_Designated_Uni»	«CGST17»	«SGST17»	«Total_Completion_of_Flooring_of_Designat»
(xviii)	On possession of the concerned Unit being made over in terms of this agreement	10%	«On_Possession_Amount_10»	«CGST18»	«SGST18»	«Total_On_Possession_Amount»

N.B.: Demand letters will be issued one week ahead of the event being achieved at the said Premises.

It is expressly agreed that all Goods and Services Tax or any other statutory charges/levies by any name called and payable on construction of the Designated Unit or on the transfer thereof shall be borne and paid by the Allottee to the Promoter with each installment.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

1. By a Deed of Conveyance dated 25th June 1940 made between The Administrator General of Bengal as vendor therein, the Official Trustee of Bengal as Official Trustee therein and Tollygunge Estates Limited as purchaser therein and registered with the District Sub Registrar, Alipore in Book I, Volume No. 62, Pages 157 to 163, Being No.2259 for the year 1940, the Administrator General of Bengal, for the consideration therein mentioned and at the request and direction of the Official Trustee of Bengal, granted conveyed transferred and assigned unto and to Tollygunge Estates Limited, and the Official Trustee of Bengal granted conveyed transferred assigned and confirmed unto and to Tollygunge Estates Limited **All Those** messuages tenements houses hereditaments and premises together with the pieces and parcels of freehold land thereunto belonging and appertaining thereto containing an area of 29 Bighas 03 Cottahs 20 Square feet more or less (as per the Cadestral Survey conducted by the Government of Bengal), situate lying at and being premises Nos. 55, 56, 57, 58, 59, 60 and 61 Russa Road South, Kolkata and premises No.62 Babu Ram Ghosh Road, Calcutta comprising of C.S. Dag Nos. 1149 and 1150 recorded in Khatian No. 876 in Mouza Chandpur, J.L. No.41, Police Station – Tollygunge (now Regent Park) in the District of 24 Parganas (now South 24 Parganas), absolutely and forever.
2. The abovementioned premises Nos. 56 and 59 Russa Road South have since long been renumbered by the Corporation of Calcutta (now The Kolkata Municipal Corporation) as premises Nos. 3 and 9 Netaji Subhas Chandra Bose Road respectively.
3. After purchasing the abovementioned premises Nos. 3 and 9 Netaji Subhas Chandra Bose Road, Tollygunge Estates Limited from time to time constructed several new buildings, dwelling houses, out-houses, servants-quarters, sheds etc. thereat.
4. The said Tollygunge Estates Limited was converted into a private limited company and the word 'private' was added to its name, and a fresh Certificate of Incorporation consequent on change of Name was issued by the Registrar of Companies, West Bengal on 11.11.1983 in favour of Tollygunge Estates Private Limited.
5. In the premises, the Tollygunge Estates Private Limited became the owner of amongst other adjacent properties, two contiguous premises, being Premises No.3, Netaji Subhash Chandra Bose Road, Kolkata measuring 05 Bighas 08 Cottahs 05 Chittacks and 12 Square feet more or less AND Premises No. 9, Netaji Subhash Chandra Bose Road, Kolkata measuring 02 Bighas 03 Cottahs 14 Chittacks and 44 Square feet more or less WITH the buildings dwelling houses out-houses servants-quarters sheds etc. respectively thereat.

6. Tollygunge Estates Private Limited applied to the Kolkata Municipal Corporation for amalgamation of the said Premises No. 9, Netaji Subhash Chandra Bose Road, Kolkata bearing Assessee No. 210971200066 WITH Premises No. 3, Netaji Subhash Chandra Bose Road, Kolkata bearing Assessee No.210971200030, which was approved by the Kolkata Municipal Corporation. After amalgamation, the newly assessed premises No. 3, Netaji Subhash Chandra Bose Road, Kolkata measuring 07 Bighas 12 Cottahs 04 Chittacks and 11 Square feet more or less continued to have the same Assessee No.210971200030 in the records of the Kolkata Municipal Corporation with the name of Tollygunge Estates Private Limited duly mutated as owner thereof.
7. By an Indenture of Gift dated 11th December 2015 made between Tollygunge Estates Private Limited as donor therein and The Kolkata Municipal Corporation as donee therein and registered with the District Sub-Registrar-I, South 24 Parganas in Book I, Volume No.1601-2015, Pages 71445 to 71461, Being No.160104669 for the year 2015, Tollygunge Estates Private Limited out of its own free will and accord granted and conveyed by way of gift for the purpose of widening of road to the Kolkata Municipal Corporation ALL THAT 05 (five) metres wide piece and parcel of land containing an area of 223.60 Square metres (equivalent to 03 Cottahs 05 Chittacks 22 Square feet) more or less situate lying at and being divided and demarcated north-western portion of the said amalgamated premises No. 3 Netaji Subhash Chandra Bose Road, Kolkata.
8. Tollygunge Estates Private Limited caused to be sanctioned the Building Plan from the Kolkata Municipal Corporation vide Building Permit No. vide Building Permit No.2016100162 dated 09.01.2017 for construction of the Building and other constructions at portions of the said amalgamated Premises No. 3 Netaji Subhash Chandra Bose Road, Kolkata.
9. By Order dated 12th December 2016 passed in the Company Petition No.864 of 2016 connected with Company Application No.322 of 2016, the Hon'ble High Court at Calcutta sanctioned the Scheme of Arrangement between Tollygunge Estates Private Limited, Mani Square Limited and IQ City Infrastructure Private Limited and thereby, inter alia, demerged the 'Real Estate Development' division of Tollygunge Estates Private Limited, which included, *inter-alia*, amongst other adjacent properties, the said amalgamated Premises No. 3 Netaji Subhash Chandra Bose Road, Kolkata together with the benefits of the Building Plan, in favour of Mani Square Limited and declared the said Scheme of Arrangement to be binding on all the three companies and their respective shareholders with effect from the appointed date, being 1st April 2015.
10. In the premises, Mani Square Limited has become the owner of the said amalgamated premises No. 3 Netaji Subhash Chandra Bose Road, Kolkata measuring 07 Bighas 08 Cottahs 14 Chittacks and 34 Square feet more or less fully described in the **First Schedule** hereinabove written together with the benefits of the Building Plan.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **TAXES AND OUTGOINGS:** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
 - (a) Proportionate share of all Common Expenses (including those mentioned in FOURTH SCHEDULE hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @Rs. 3/- (Rupees three) only per Square foot per month of the of the sum total of (a) the built-up area of the Designated Unit mentioned in Part-I of the Second Schedule hereinabove written and (b) the estimated proportionate share of the Common Areas and Installations attributable to the Designated Unit, being «Common_Area» Square feet, aggregating to «SBA» Square feet (herein referred to as "the **Maintenance Chargeable Area**"). The maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and expenses incurred.
 - (b) Electricity charges for electricity consumed in or relating to the Designated Unit.

- (c) The charges for provision of back-up power to the extent of 01 (one) Watt per sq. ft. of built up area of the Designated Unit during power failure/load shedding from the Diesel Generator Sets. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and shall be billed accordingly on the Allottee proportionately for the units consumed by the Allottee in the Designated Unit as recorded through a meter or be ascertained by such other suitable mechanism as may be so decided by the Promoter or the Maintenance In-charge.
 - (d) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit and its Appurtenances directly to the Kolkata Municipal Corporation Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Premises.
 - (e) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Designated Unit and/or its Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit and/or its Appurtenances, wholly and if in common with the other Allottees, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - (f) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the sale thereof as sale permission fee or the Building Complex and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the Designated Unit and/or the Appurtenances and proportionately in case the same relates to the Building Complex or any part thereof.
 - (g) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid rates taxes impositions and/or outgoings.
 - (h) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
2. All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Designated Unit without any delay, demur or default and the Allottee shall indemnify and keep indemnified the Promoter and the Maintenance-in-Charge and all other Allottees for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.
- 2.1 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Designated Unit by the Promoter to the Allottee or the Deemed Date of Possession, whichever be earlier.
 - 2.2 It is expressly agreed and understood that so long as the Promoter or its nominee be the Maintenance In-charge, the Allottee shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.
 - 2.3 It is expressly clarified that the maintenance charges do not include any major repairs, replacement, renovation, repainting of the main structure and façade of the Building Complex

and the Common Areas and Installations, etc. and the same shall be shared by and between the Allottee and the other Allottees proportionately.

PART-II
(RULES AND REGULATIONS)

1. The Allottee binds himself and covenants:
 - (a) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Allottees.
 - (b) to install fire fighting and sensing system gadgets and equipments in the Designated Unit as required under law and keep the Designated Unit free from all hazards relating to fire;
 - (c) to carry out all fitout works in the Designated Unit in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
 - (d) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns and structural stability of the Building;
 - (e) to apply for and obtain at his own costs separate assessment of the Designated Unit in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the date of possession.
 - (f) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times to view and examine the state and condition thereof and to make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
 - (g) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and other Common Purposes.
 - (h) to keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
 - (i) to keep the Common Areas and Installations, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner.
 - (j) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Building Complex.
 - (k) unless the right of parking of motor car is expressly granted and mentioned in PART-I of the SECOND SCHEDULE hereinabove written, the Allottee shall not park any motor car or any other vehicle at any place in the said Premises (including at the open spaces at the said Premises).
 - (l) not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the right of parking car or the Designated Unit independent of the other to any other Co-owner of the Building and none else.
 - (m) not to put any nameplate or letter box or neon-sign or board in the Common Areas and Installations or on the outside wall of the Building save outside the main gate of the Designated Unit and a letter box in the ground floor at the place earmarked by the

Promoter. Not to open any additional window or any other apparatus protruding outside the exterior of the Designated Unit.

- (n) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the Building passing through the Designated Unit or the Common Areas and Installations.
- (o) not to close or permit the closing of balconies in the Designated Unit.
- (p) not to install or keep or operate any generator in the Designated Unit or in any Common Areas and Installations.
- (q) not to take or allow any person to take dogs and other pets on elevators (except the service elevators) and not to allow dogs and other pets in the Common Areas and Installations of the Building without accompanying them with a leash.
- (r) not to alter the outer elevation of the Building or any part thereof.
- (s) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building Complex or the said Premises or may cause any increase in the premia payable in respect thereof.

1.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the rate of 18% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) withhold and stop all other utilities and facilities (including lifts, generators, water, gym, swimming pool, games room, etc.,) to the Allottee and his servants, employees agents tenants or licensees and/or the Designated Unit.
- b) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Designated Unit.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :
(EXTRAS AND DEPOSITS)

PART-I
(EXTRAS)

The Allottee shall pay to the Promoter the following amounts as Extras:

- (a) full costs charges and expenses for making any additions or alterations at the request of the Allottee within the Designated Unit in variance of the Building Plan and/or the Specifications provided in Part-II of the Third Schedule hereinabove written;
- (b) proportionate share of any costs charges and expenses for setting up or providing any additional common facility and/or utility in variation and/or addition to those mentioned in Part-I of the Third Schedule hereinabove written;
- (c) fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed(s) and other documents to be executed in pursuance hereof;
- (d) Security Deposit and the expenses as may be required by CESC or other electricity provider for individual meter in respect of the Designated Unit to be paid directly to CESC or other provider and proportionate share of the security deposit in respect of the common meters meant for the Common Areas and Installations.
- (e) Goods and Services Tax or any other statutory charges/levies by any name called, if applicable and payable on construction of the Designated Unit or on the transfer thereof.

PART-II
(DEPOSITS)

The Allottee shall deposit and keep deposited with the Maintenance In-charge the following amounts:

- (a) a sum calculated @Rs._____ per Square foot of the Maintenance Chargeable Area of the Designated Unit towards Deposit, free of interest, to remain in deposit with the Maintenance In-charge.
- (b) a sum calculated @ Rs._____ per Square foot of the Maintenance Chargeable Area of the Designated Unit towards Sinking Fund, free of interest, to remain in deposit with the Promoter to meet therefrom expenses as be incurred/likely to be incurred on account of major repairs, replacement, renovation, painting, etc., in or for the Building, the Common Areas and Installations.

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall mean a section of the Act.
- v) **PREMISES / SAID PREMISES** shall mean premises No.3, Netaji Subhash Chandra Bose Road, Kolkata-700040 fully described in the **First Schedule** hereunder written;
- vi) **BUILDING** shall mean a building being constructed by the Promoter at the said Premises, for the time being to have a basement, ground floor, first floor, second floor, third floor and beyond that two separate blocks, the **Eastern Block** and the **Western Block**, each to contain twenty-six floors for the time being as per the Plan presently sanctioned by the Kolkata Municipal Corporation.

It is expressly mentioned declared and recorded that the Promoter has applied to the Kolkata Municipal Corporation for sanction of additional Floor Area Ratio (FAR), which is planned to be consumed by adding more floors to the presently sanctioned Blocks / Building, and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same.

- vii) **PROJECT / BUILDING COMPLEX** shall mean the said Premises with the Building thereon and include the Common Areas and Installations thereof;
- viii) **ALLOTTEES / CO-OWNERS** shall mean all the buyers who from time to time have purchased any Unit or have agreed to purchase any Unit and taken possession thereof including the Promoter for those Units not alienated or agreed to be alienated by it;
- ix) **COMMON AREAS AND INSTALLATIONS** according to the context shall mean and include the areas installations and facilities comprised in and for the Project / Building Complex as specified in **Part-I** of the **Third Schedule** hereunder written and expressed by the Promoter for common use and enjoyment of the Allottees in common with the Promoter and other persons permitted by the Promoter **BUT** shall not include the parking spaces, terraces at different floor levels attached to any particular flat or flats and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations.
- x) **COMMON EXPENSES** shall mean and include all expenses for the Common Purposes including those mentioned in the **Fourth Schedule** hereunder written to be borne paid contributed and shared by the allottees.
- xi) **COMMON PURPOSES** shall mean and include (a) maintenance and administration of the Building Complex and in particular the Common Areas and Installations, (b) rendition of common services in common to the Co-owners, (c) collection and disbursement of Common Expenses and (d) dealing with matters of common interest of the Co-owners

and their mutual rights and obligations, for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- xii) **UNITS** shall mean the residential flats / apartments and other constructed spaces in the Building capable of being exclusively held used or occupied by a person; and wherever the context so permits or intends shall include the Parking Space/s and/or balcony(ies) / verandah(s) and/or terrace/s, if any, attached to the respective flat(s);
- xiii) **PARKING SPACES** shall mean the covered spaces in basement, ground, first and second floors of the Building and the open spaces at the ground level of the said Premises expressed or intended by the Promoter to be used for parking of motor cars or other vehicles including the mechanized multi-level car parking facility at the open spaces at the said Premises with mechanical and other equipments installed for the same by the Promoter;
- xiv) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment.
- xv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit).
- xvi) **PROPORTIONATE OR PROPORTIONATELY** for calculating the share of the Allottee hereto or of any other allottees (a) in the land contained in the said Premises, (b) in the Common Areas and Installations, and (c) the Common Expenses or any other matter connected with the Building or any part thereof, shall mean the proportion in which the built-up area of the Designated Unit may bear to the aggregate built-up area of all the Units for the time being in the Building constituting both the Eastern Block and the Western Block; **PROVIDED THAT** where it refers to the share of the allottees in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user thereof).
- xvii) **DESIGNATED UNIT / SAID UNIT/APARTMENT** shall mean the Unit described in **Part-I** of the **Second Schedule** hereunder written and may include the right of parking motor car at the Parking Space, if so and as specifically mentioned in such **Part-I** of the **Second Schedule** hereunder written and wherever the context so permits shall include the Appurtenances;
- xviii) **APPURTENANCES** shall mean the appurtenances to the Designated Unit mentioned in **Part-II** of the **Second Schedule** hereunder written, being the proportionate undivided share of the Allottee in (a) the land contained in the said Premises and (b) the Common Areas and Installations;
- xix) **ASSOCIATION / MAINTENANCE COMPANY** shall mean a company, society, association of persons or any other body that may be formed of the Co-owners for the Common Purposes, having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter.
- xx) **MAINTENANCE IN-CHARGE** shall, until formation of the Association in terms of Clause ___ and its sub-clauses herein, mean the Promoter and/or its appointed one or more agencies or nominees to look after the maintenance and administration of the Building

Complex and other Common Purposes and upon its formation and taking over charge of the acts relating to the Common Purposes shall mean the Association;

- xx)** **DEEMED DATE OF POSSESSION/ DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the Designated Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the Designated Unit in terms of this agreement irrespective of whether the Allottee takes actual physical possession of the Designated Unit or not, whichever be earlier.
- xxi)** **ARCHITECTS** shall mean _____ or such other Architects as may be appointed by the Promoter from time to time for the project;
- xxii)** **ADVOCATES** shall mean _____ or such other Advocates as may be appointed by the Promoter for the project;
- xxiii)** **PLAN** shall mean the plan for construction of the Building for the time being sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2016100162 dated 09.01.2017 and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.

By virtue of the various provisions of the KMC Building Rules and other applicable Laws and Rules, the said Premises is entitled for additional FAR, which the Promoter has applied to the Kolkata Municipal Corporation for sanction and is planned to be consumed by adding more floors to the presently sanctioned Blocks / Building, and the Allottee is fully aware of the same and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. Necessary application for matters connected to consumption of additional FAR, addition of more floors to the Building etc., has been made to the concerned authorities.

(xxiv) RULES FOR INTERPRETION OF THIS DOCUMENT:

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) A Clause includes its sub-clause(s), if any, thereof.
- (e) If a word is defined, another part of speech of such word shall be deemed to have the corresponding meaning.
- (f) A reference to a statutory provision includes a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments, rules and bye-laws made pursuant thereto.
- (g) Reference to any agreement, contract, deed or document including this agreement shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.