

AGREEMENT FOR SALE

This Agreement for Sale executed on this _____ day of _____, 2025

By and Between

SANDEEP CONSTRUCTION, a registered Partnership Firm incorporated under the Indian Partnership Act, 1932 having its registered office at 51, Nalini Seth Road, 6th Floor, Room Nos. 5 & 6, Post Office – Kalakar Street, Police Station – Posta, Kolkata – 700 007 and Income Tax Permanent Account Number AAXFS7544L represented by its Constituted Attorney Orbit Tirupati Towers Private Limited, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata 700 001 and Income Tax Permanent Account Number AABCT0495N by virtue of Power of Attorney dated 13th February, 2024 registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2024, Pages 134921 to 134942, Being No. 190401948 for the year 2024 through its Authorised Signatory _____, son of _____, by religion Hindu, by occupation Service, citizen of India, residing at _____, Post Office _____, Police Station _____, Kolkata 700 ____, having Income Tax Permanent Account Number _____ and Aadhaar Number _____ and hereinafter referred to as “**the Owner**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **First Part**;

AND

ORBIT TIRUPATI TOWERS PRIVATE LIMITED, (formerly named and known as **Tirupati Tower Private Limited**) a Company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata-700 001 and Income Tax Permanent Account Number AABCT0495N represented by its Authorised Signatory _____, son of _____, by religion Hindu, by occupation Service, citizen of India, residing at _____, Post Office _____, Police Station _____, Kolkata 700 ____, having Income Tax Permanent Account Number _____ and Aadhaar Number _____ and hereinafter referred to as “**the Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **Second Part**;

AND

(1) _____ son/daughter/wife of _____, by occupation _____, having Income Tax Permanent Account Number _____ and Aadhaar Card Number _____ and (2) _____ son/daughter/wife of _____, by occupation _____, having Income Tax Permanent Account Number _____

and Aadhaar Card Number _____, both by religion _____, Citizen of India, residing at _____, Police Station _____, Post Office _____, Kolkata _____, and hereinafter referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Allottee’s successors and permitted assigns) of the **Third Part** -

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”. The Owner and the Promoter are hereinafter collectively referred to as “**the Vendors**”. Words defined in **Schedule F** shall have the meaning mentioned therein.

WHEREAS:

- A. The Owner is the absolute lawful owner of the said Land described in **Schedule H**. The documents of title, mutation and amalgamation in favour of the Owner in respect of the said Land are mentioned in **Schedule I** hereto.
- B. The said Land is mutated in the name of the Owner in the records of the Baranagar Municipality as also with the authorities under the West Bengal Land Reforms Act, 1955.
- C. The Owner and the Promoter has entered into the Development Agreement dated 13th February, 2024 registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2024, Pages 134833 to 134893, Being No. 190401947 for the year 2024 for the development of the said Land and pursuant to the same, the Owner has executed the Power of Attorney dated 13th February, 2024 registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2024, Pages 134921 to 134942, Being No. 190401948 for the year 2024 in favour of the Promoter and its authorised representative.
- D. The said Land is earmarked for the purpose of constructing and completing multi-storied buildings and the Project has been named “**Orbit Dakshini**”.
- E. The Parties are competent to enter into this Agreement.
- F. The Baranagar Municipality has sanctioned the Plans vide Building Permit No. SWS-OBPAS/2103/2024/0379 dated 25th March, 2025 for construction of the Buildings on the said Land (“**Plans**”).
- G. The Promoter agrees and undertakes that it shall not make major changes to the Plans except in compliance with Section 14 of the Act and other laws as applicable as also this Agreement.

- H.** The Project has been registered under the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at WB RERA Office, Kolkata on _____ under Registration No. _____.
- I.** The Allottee applied for allotment of an Apartment Unit in the Project and has been allotted on the basis of the Application and General Terms and Conditions agreed between the parties. All That the said Apartment Unit described in **Schedule A** and the floor plan of the said Apartment is annexed hereto and marked as **Schedule B**. The Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottee/s and/or occupant/s of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s for the Allottee/s at its discretion in the mutual interest. The Allottee/s further declares that he/she/it is bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.
- J.** The Parties have gone through all the terms and conditions set out in this Agreement and understood and accepted the mutual rights and obligations detailed herein.
- K.** The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The ownership and title of the Owner in respect of the said Land and the documents relating thereto;
 - (ii) The Plans sanctioned by the Municipality and the necessary approvals and permissions;
 - (iii) The right, interest and entitlement of the Promoter as the developer in respect of the said Land; and
 - (iv) The Carpet Area, Built-up Area and the agreed Super Built-up Area of the said Apartment Unit.
- L.** The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.
- M.** The parties hereby confirm that they are signing this Agreement with knowledge and understanding of all the laws, rules, regulations, notifications, etc. applicable to the Project.

- N.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- O.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.

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 Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment Unit described in **Schedule A**.
- 1.2** The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area of the said Apartment is **Rs. _____/-** (Rupees _____ only) ("**Total Price/Agreed Consideration**") as per details mentioned in **Schedule C**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**.

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Second Party/Promoter towards the said Apartment Unit.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Services Tax, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment Unit to the Allottee after obtaining the Partial and Full Occupancy/Completion Certificate;

Provided that all the applicable taxes whether existing or subsequently charged/modified/imposed shall be payable by the Allottee to the Promoter in addition to the Total Price;

- (iii) The Promoter shall periodically intimate to the Allottee the amount payable of the instalments of the Total Price/Agreed Consideration as stated in (i) above and the Allottee shall make payment demanded within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide on written request 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/Agreed Consideration of the said Apartment Unit includes the price of the proportionate/pro rata share in the said Land and Common Areas and Facilities and the right of use thereof and the right to use the said Car Parking Space, if any as mentioned in this Agreement.
 - (v) If applicable, the tax deduction at source (TDS) under Section 194IA of the Income Tax Act, 1961 shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee with the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 30 days of such deduction. If such deposit of TDS is not made by the Allottee with the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this Agreement and the amount thereof shall be treated as outstanding.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay due to increase on account of any increase in carpet area of the said Apartment and/or the development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or increases as may be otherwise applicable or agreed upon. 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 payable with subsequent payments.
- 1.4 The Allottee(s) shall make the payment of the Total Price as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at mutually agreed terms for the period by which the respective instalment may be 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 and payment being made in terms thereof by the Allottee.

- 1.6 It is agreed that the Promoter shall not make any major additions and alterations in the sanctioned Plans, layout plans and specifications (mentioned in **Schedule D**) and the Common Areas and Facilities described in **Schedule E** in respect of the said Apartment except as permissible or agreed upon, without the previous written consent of the Allottee and the Promoter may charge additional amounts for such modifications as may be permissible or agreed with the Allottee:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or agreed upon or permissible, or such minor changes or alterations as per the provisions of the Act it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not adversely affect the said Apartment intended to be purchased by the Allottee and the Allottee hereby consents to the same and waives the requirement of any further consent.

- 1.7 The Promoter shall confirm the final carpet area of the said Apartment that has been allotted to the Allottee after the construction of the Buildings is complete and the Partial/Full Completion/Occupancy Certificate in respect of the said Apartment is issued by the Municipality, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the proportionate excess money paid by Allottee, if any, within forty-five days. If there is any increase in the carpet area of the said Apartment, allotted to Allottee, the Promoter shall demand the payment for the increased carpet area from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C** and the Allottee agrees and undertakes to make payment of the consideration for the increased area within 7 days of demand. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Vendors agree and acknowledge that the Allottee shall have the right to the said Apartment Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Car Parking Space, if any, described in **Schedule A** and

- (ii) The Allottee shall have right of common use of the Common Areas and Facilities. The Allottee shall use the Common Areas and Facilities along with the Vendors, other Unit Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, land revenue, municipal and property taxes and other liabilities and charges as applicable. It is clarified that the Promoter shall hand over the Common Areas and Facilities after completion of the Project to the Association after duly obtaining the Full Completion/Occupancy Certificate from the Municipality as provided in the Act. The Allottee is aware that under Sections 11(4)(f) and 17 of the Real Estate (Regulation and Development) Act, 2016 the Promoter is required to transfer undivided proportionate title in the Common Areas and Facilities to the Association. However, the Total Price payable by the Allottee includes the price of the undivided proportionate title in the Common Areas and Facilities and no consideration for transfer of undivided proportionate title in the Common Areas and Facilities shall be paid by the Association. Under the circumstances, beneficial ownership/ right in respect of undivided proportionate title in the Common Areas and Facilities shall be deemed to be transferred to the Allottee under the Deed of Conveyance to be executed and registered in favour of the Allottee in respect of the said Apartment Unit while a formal Deed of Transfer shall be executed and registered in favour of the Association for formal transfer of undivided proportionate title in the Common Areas and Facilities including the said Land (save and except the Occupied Portion) to the Association as mentioned below. It is clarified that the Vendors shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer for transfer of undivided proportionate title in the Common Areas and Facilities including the said Land (save and except the Occupied Portion) in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter and shall be subject to the reservations and/or rights of the Promoter including under the several Agreements for Sale and the several Deeds of Conveyance to be executed in favour of the Unit Owners as also subject to the allotment of the open Car Parking Spaces to be made by the Promoter in favour of the Unit Owners. All expenses and outgoings for preparation and registration of such Deed of Transfer including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Unit Owners including the Allottee herein without any amount being required to be contributed by the Vendors.

The Allottee agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 days of demand;

- (iii) The computation of the price of the said Apartment Unit includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and Facilities (mentioned in **Schedule E**) proportionately and includes proportionate cost for providing all facilities, amenities and specifications to be provided within the said Apartment as mentioned in **Schedule D**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule G**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the said Apartment Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other previous project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Unit Owners of the Project.
- 1.10 It is understood by the Allottee that all other areas and facilities, that is, areas and facilities falling outside the Project and/or not specifically included in the Common Areas and Facilities under this Agreement shall not form a part of the Declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Promoter agrees to pay all outgoings relating to the said Apartment before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment and such other proportionate liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring physical possession of the said Apartment to the Allottee, then the Promoter agrees to be liable,

even after the transfer of physical possession of the said Apartment, to pay such outgoings and charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.12 The Allottee has paid a total sum of **Rs._____/- (Rupees _____only)** as booking amount being part payment towards the Total Price of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule C** as also the Additional Liabilities and Deposits mentioned in **Schedule G** whether demanded by the Promoter or not, 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 at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque/Real-Time Gross Settlement (RTGS) or online payment (as applicable) in favour of the Promoter payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Vendors and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors with necessary declarations, documents, permission, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. 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

shall 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 Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. 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 to 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 Unit applied for herein in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall take steps to abide by the time schedule for handing over the said Apartment to the Allottee after receiving the Completion/Occupancy Certificate in respect of the said Apartment subject to reasons beyond control and Force Majeure. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Municipality, the Total Price & payment plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule G** and the specifications (mentioned in **Schedule D**), the Common Areas and Facilities mentioned in **Schedule E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities and subject to the terms of this Agreement and the understanding between the parties, the Promoter undertakes to abide by such plans approved by the Municipality.

7. DELIVERY OF THE SAID APARTMENT:

7.1 **Schedule for possession of the said Apartment:-**

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1.1 below. The Promoter, based on the approved plans and specifications, assures to hand over the said Apartment unless there is delay or failure due to Force Majeure including but not limited to war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic, lockdown, governmental restrictions or any other restriction imposed by the Government or any other calamity caused by nature or anything affecting the regular development of the real estate project, change in law, rules, regulations, guidelines, notifications, circulars, etc. or due to reasons beyond control. If, however, the completion of the said Apartment is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the said Apartment Provided that such Force Majeure conditions or reasons beyond control 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 handover the said Apartment due to Force Majeure conditions or reasons beyond control, then this allotment shall be terminated and the Vendors shall refund to the Allottee the entire amount received by the Vendors from the Allottee without any interest within 45 days from the date of termination or within such further time as may be agreed between the parties. The liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Promoter.

- 7.1.1 The obligation of the Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

- 7.2 **Procedure for taking Possession-** The Promoter, upon issue of the Partial or Full Occupancy/Completion Certificate by the Municipality in respect of the said Apartment, shall offer in writing ("**Notice for Possession**") the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within 3 (three) months from the date of issue of the Notice for Possession and the Promoter shall give possession of the said Apartment to the Allottee subject to due compliance of Clause 7.1.1 by the Allottee. The Common Areas and Facilities may be completed and made ready by the Promoter subsequently. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association, as the case may be, land revenue, municipal and property taxes and other outgoings in respect of the said Apartment Unit from the Date of Commencement of Liability. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the Partial or Full Completion/Occupancy Certificate in respect of the said Apartment subject to timely due compliance of Clause 7.1.1 by the Allottee.
- 7.3 **Failure of Allottee to take possession of the said Apartment-** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all his/her obligations as mentioned in Clause 7.1.1 and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through the Project Advocates including those prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to comply with Clause 7.1.1 and make all payments or fails to take possession within the time provided in Clause 7.2, such Allottee shall be liable to pay a sum of Rs. _____/- per month as Holding Charges till the date when actual possession is taken by the Allottee and the Allottee shall continue to be liable to make all payments and comply with all obligations as mentioned in Clause 7.1.1 and shall also be liable to pay maintenance charges, land revenue, municipal and property taxes and other outgoings as specified in Clause 7.2 from the date mentioned therein irrespective of possession not being taken by the Allottee and interest at the rate specified in Rule 17 of the Rules shall also be payable on the delayed payment.
- 7.4 **Possession by Allottee-** After obtaining the Completion/Occupancy certificate for the Project and handing over physical possession of all the Units of the Project to all the Unit Owners, it shall be responsibility of the Promoter to complete the Common Areas and Facilities and hand over the necessary documents and plans, including Common Areas and Facilities, to the Association of the Project as per the local laws.

- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act subject to the Allottee having complied with all his obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project for any reason other than default of the Promoter under this Agreement, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. Only the balance amount of money, if any, paid by the Allottee to the Vendors towards the Total Price shall be returned by the Vendors to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The liability of the Vendors to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. Further, in case of a falling market, the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the said Apartment to another buyer and the Total Price/Agreed Consideration of the Allottee if the current Total Price/Agreed Consideration is more than the fresh purchase price. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled from the date of termination to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee and without waiting for formal execution of the Cancellation Agreement.
- 7.6 **Compensation.-** The Owner shall compensate (including refund of the principal amount plus interest as per the Act) the Allottee in case of any loss caused to him solely due to defective title of the said Land that is known to the Owner but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. It is further made clear that under no circumstances shall the Owner be liable for any defective title not created by the Owner and/or any defect that existed prior to the purchase of the said Land by the Owner. The

Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owner.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Vendors fail to complete or are unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Schedule A or any extension thereof; or (ii) due to discontinuance of the Promoter's business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason solely attributable to the Vendors, the Vendors shall be liable on written 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 the Vendors towards the Total Price of the said Apartment Unit, with interest at the rate prescribed in the Rules which shall be deemed to be the compensation provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If, however, the Allottee does not withdraw from the Project within 45 days of the date specified in Schedule A, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and thereafter the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Vendors interest at the rate prescribed in Rule 17 of the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Vendors to the Allottee within forty five days or any extended period of time of it becoming due subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation. Any interest or compensation payable to the Allottee may be adjusted against the interest receivable by the Vendors from the Allottee for delayed payment in terms of this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:

The Vendors hereby represent and warrant to the Allottee as follows:

- (i) The Owner has marketable title with respect to the said Land. The documents of title, mutation and amalgamation in favour of the Owner in respect of the said Land are mentioned in **Schedule I** hereto. The Owner has absolute, actual, physical and legal possession of the said Land which have been handed over to the Promoter to carry out development of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Land;
- (iii) There are no encumbrances upon the said Land created by the Vendors;
- (iv) There are no litigations pending before any Court of law with respect to the said Apartment other than the legal proceedings relating to the Occupied Portion mentioned below;
- (v) All approvals, licenses and permits issued by the Municipality with respect to the said Land and the said Apartment are valid and subsisting. Further, the Promoter has been and shall, at all times, remain to be in compliance with applicable laws in relation to the said Land, Buildings and the said Apartment and Common Areas and Facilities;
- (vi) The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.
- (vii) The Vendors have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the said Apartment Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendors confirm that the Vendors are 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 hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the Common Areas and Facilities shall be handed over to the Association after completion of the Project and execution and registration of the Deed of Transfer in favour of the Association in respect of the Common Areas and Facilities including the said Land;
- (x) The said Apartment 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 Apartment;
- (xi) The Vendors have 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 by the Vendors as per applicable law with respect to the said Land to the Municipality till the Completion/Occupancy Certificate is issued;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Vendors adversely affecting the said Apartment Unit.
- (xiii) The said Land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure conditions and reasons beyond control, the Vendors shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Vendors fail to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'A' or any extension thereof. For the purpose of this para 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by the Vendors under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to the Vendors as demanded by the Vendors. If the Allottee stops making payments the Vendors 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 Vendors, as per their revenue sharing ratio, shall be liable to refund the entire money paid by the Allottee towards the Total Price for purchase of the said Apartment Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The liability of the Vendors to refund any amount to the Allottee in such event shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. If the Vendors accept such termination then the Vendors shall from the date of termination be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without waiting for formal execution of the Cancellation Agreement and without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within 45 days of the date specified in Schedule A, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and thereafter the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendors, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the said Apartment subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule G** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and subject to the Allottee not committing any breach, default or violation.

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of inter alia the following events:
- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule G** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Vendors on the unpaid amount at the rate specified in the Rules;
 - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after

notice from the Promoter in this regard, the Promoter may cancel the allotment /Agreement of the said Apartment Unit in favour of the Allottee and shall be liable to refund the money paid to the Promoter by the Allottee after deducting the booking amount and the interest liabilities and this Agreement shall stand terminated and the Promoter shall from the date of termination be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without waiting for formal execution of the Cancellation Agreement and without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination and the Allottee hereby consents to the same. However, the liability of the Promoter to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

- 9.4 The Promoter shall have the right to cancel this Agreement if the Allottee creates any nuisance, obstructs the development of the Project or in any manner prohibits the Promoter from carrying out development of the said Land in any manner whatsoever. The Promoter may exercise this right of cancellation at its sole discretion and without any liability or obligation towards the Allottee. The Promoter's decision to cancel this Agreement shall be final and binding upon the Allottee and the Allottee shall have no right to challenge or dispute such cancellation. In case of such cancellation by the Promoter the provision of Clause 7.5 including regarding termination, forfeiture and refund shall be applicable.

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

The Vendors, on receipt of Total Price of the said Apartment Unit as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **Schedule G** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including interest for late payment, Maintenance Charges, electricity charges, land revenue, municipal and property taxes and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a Deed of Conveyance in respect of the said Apartment Unit within 3 months from the date of issuance of the Completion/Occupancy Certificate in respect of the said Apartment to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses and/or legal expenses, etc. within the period mentioned in the notice, the Allottee authorizes the Vendors to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges and incidental and legal expenses, etc. to the Vendors is made by the Allottee for which the Allottee shall remain solely responsible. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authorities.

11. MAINTENANCE OF THE BUILDINGS/ UNITS / PROJECT

Subject to payment of maintenance charges by all the Unit Owners of the Project (including the Allottee herein) the Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion/Occupancy Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Consideration of the said Apartment Unit and the same shall be paid by the Allottee as agreed with the Promoter forthwith upon demand.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items from third party manufacturers) 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 and/or the date of issue of the Completion/Occupancy Certificate in respect of the said Apartment, whichever is earlier, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and Facilities and/or any of the Units by the Unit Owners including the Allottee herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. and/or any acts or omissions

made by any of the Unit Owners and/or occupants of the Buildings and/or due to any other reason not attributable to the Promoter.

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

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

14. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas and Facilities mentioned in **Schedule E** as also the garages/covered parking and car parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Promoter and/or Association and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

15. USAGE:

Use of the Common Areas and Facilities: The Common Areas and Facilities mentioned in Schedule E and located within the said Land, shall be ear-marked for purposes such as facilities 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 equipments etc. and other permitted uses as per sanctioned plans if mentioned therein. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT UNIT:

16.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment Unit at his/her own cost, in good repair and condition and shall not do or

suffer to be done anything in or to the Buildings, or the said Apartment Unit or the Common Areas and Facilities which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment Unit and shall at his/her own cost keep the said Apartment Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face/ facade of the Buildings or anywhere on the exterior of the Premises, the Buildings therein or Common Areas and Facilities. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment Unit or place any heavy material in the common passages or staircase of the Buildings. The Allottee shall also not remove or damage any wall including the outer and load bearing wall of the said Apartment Unit.

16.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency.

16.4 The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions mentioned in Clauses 16.1 to 16.3.

16.5 The Allottee agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule J** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them.

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

The Allottee is entering into this Agreement for the allotment of the said Apartment Unit with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Plans have been finally approved by the competent authority(ies) and disclosed, except for as provided in the Act and under this Agreement including the clauses herein and as may be agreed.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFFECTING THE FINAL RIGHT OF THE ALLOTTEE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to obtain loan and/or financial assistance for the purpose of implementation and execution of the Project and for such purpose the Promoter shall be entitled to mortgage and/or create charge in respect of the said Land. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter in respect of the same. The Allottee shall be entitled to take housing loans for the purpose of purchasing the said Apartment Unit in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement and the loans taken by the Promoter. In the event of any conflict in the terms of the housing loan documents and this Agreement, the terms of this Agreement shall prevail.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the Project in its entirety is planned to be in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, pays the applicable stamp duty and registration fees and appears for registration of the same before the concerned registration

authority as and when intimated by the Vendors. If the Allottee fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and/or to appear before the concerned registration authority for its registration as and when intimated by the Vendors, then the Vendors 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, shall be treated as cancellation of this Agreement by the Allottee without any default of any of the Vendors and in such case the provision of Clause 7.5 including regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous assurances, representations, brochures, advertisements including through digital/electronic media, correspondence, negotiations, understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Apartment Unit.

23. RIGHT TO AMEND:

The Agreement may only be amended through written consent of the Parties. Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment, etc. of a document and as such registration of any document containing any amendment, etc. is not likely to be possible.

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment provided that such waiver shall not be construed to be a precedent and/or be binding on the Promoter to exercise such discretion in subsequent breach by the Allottee in not making timely payment as per Payment Plan. 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. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. **FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by or on behalf of the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Courts at Kolkata.

30. **NOTICES:**

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

Allottee's Address:

Vendors' Address:

Owner's Address: 51, Nalini Seth Road, 6th Floor, Room Nos. 5 & 6,
Post Office – Kalakar Street, Police Station – Posta, Kolkata – 700 007

Promoter's Address: 1, Garstin Place, Police Station Hare Street, Post
Office General Post Office Kolkata, Kolkata–700 001

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

31. JOINT ALLOTTEES:

That in case there are Joint Allotees all communications shall be sent by either of the Vendors to the Allottee whose name appears first and at the address given by such Allottee which shall for all intents and purposes be considered as properly served on all the Allottees.

The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of this Agreement.

32. GOVERNING LAW:

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in

accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

The Additional Terms mentioned below have been mutually agreed upon as per the contractual understanding between the parties. Such Additional Terms are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

34. **ADDITIONAL TERMS**

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them in addition to and/or in modification/supercession of those contained hereinbefore:

- (i) Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas and Facilities and its layout and/or the said Apartment Unit as may be deemed necessary by the Promoter and/or as may be advised by the Architects and/or as may be required by any authority including the Municipality and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the Common Areas and Facilities and its location and layout may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total quantum of Common Areas and Facilities mentioned in Schedule E shall not be reduced in such a manner to be detrimental to the Allottee.
- (ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction as also regarding structural defect/damage shall be final and binding on the parties.
- (iii) At the request of the Allottee, the Promoter may at its option and subject to such conditions as it may deem fit, allow the Allottee to have

temporary access to the said Apartment for interior and furniture works provided all dues payable to the Promoter are paid in full by the Allottee and subject to such terms and conditions as may be decided by the Promoter in addition to those mentioned herein. The Allottee shall complete the interiors and furniture works without disturbing or causing inconvenience to the Promoter or the occupants of other Units in the Buildings and without making any change in the structure and construction of the said Apartment and without in any manner doing anything which may adversely affect the validity of the Plans and/or grant of partial or full Completion/Occupancy Certificate. During such period of temporary access, the Promoter shall continue to be in possession of the said Apartment and the Allottee shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the said Apartment till possession is given by the Promoter in terms of Clause 7.2. The Allottee shall pay to the Promoter all incidental charges like proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Allottee.

- (iv) With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas and Facilities, the said Apartment Unit, etc. and shall not thereafter be entitled to raise any objection or dispute or make any claim regarding the same. Notwithstanding anything contained in Clause 12 hereinabove the Vendors shall not be liable to rectify any defect occurring under the following circumstances:-
 - (a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee takes over possession of the said Apartment, the Promoter will not have any responsibility or liability for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - (b) If there are changes, modifications or alteration in electrical lines and wirings after the Allottee takes over possession of the said Apartment, the Promoter will not have any responsibility or liability for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - (c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not have any responsibility or liability for door locks or door alignment or

seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- (d) If the Allottee after taking actual physical possession of the said Apartment executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter and the Promoter will not have any responsibility or liability for rectifying such defects;
 - (e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. The Promoter will not have any responsibility or liability for rectifying such cracks.
 - (f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained.
 - (g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and Facilities and/or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
 - (h) If the Architect certifies that any purported defects are not manufacturing defect or due to poor workmanship or poor quality.
 - (i) Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment (which inspection Promoter shall endeavour to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove and the Allottee shall not be entitled to any cost or compensation in respect thereof.
- (v) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment as per sub-meter/independent meter installed for the same within seven days of issue of bill.
 - (vi) After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Municipality and shall take all

necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment in the Allottee's name within 6 months thereafter.

- (vii) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter within the above time, then the Allottee shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 days, the Promoter may terminate the allotment /Agreement of the said Apartment Unit in favour of the Allottee. In case of termination the provisions under sub-clause 9.3(ii) shall be applicable including regarding the amount that shall be refundable and the time for the same as also the entitlement of the Vendors to deal with, dispose of and/or sell the said Apartment Unit to anyone else.
- (viii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project on the said Land or the construction of the Buildings or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment Unit or portion of the Project on the said Land and/or in the use and enjoyment of the Common Areas and Facilities in the said Land by all the Unit Owners, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.
- (ix) Besides the aforesaid rights mentioned in sub-clauses (vii) and (viii) above, the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to in law by reason of any act, omission, default or breach on the part of the Allottee.
- (x) The (i) open and covered spaces in the Buildings and the said Land that are not included in the Common Areas and Facilities mentioned in **Schedule E**, (ii) Roofs of the Buildings at the Premises excluding the Common Roof Area, (iii) other Units and Car Parking Spaces in the Buildings and/or the Premises, (iv) Open Terrace attached and/or appurtenant to other Units and (v) right of further construction on any part of the open land/space comprised in the said Land and/or raising of any additional floor/storey/construction on the roofs of the

Buildings including the Common Roof Area; are not intended to be transferred, nor the same shall be transferred in favour of the Allottee in as much as the same shall belong exclusively to the Vendors without the Allottee having any right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever to any person or entity on such terms and conditions and for such consideration as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Vendors.

- (xi) The entitlement of the Allottee in respect of the Common Areas and Facilities shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation and/or any Additional/Further Constructions shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation and/or any Additional/Further Constructions.
- (xii) The Promoter shall be entitled at all times to install, display and maintain its name, brand and/or logo on the roofs (including Common Roof Area) and boundary walls of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same and no one including the Allottee, other Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. The Promoter and its agents shall be entitled to have unhindered access to the roofs (including Common Roof Area) and boundary walls of the Buildings and/or other areas in the Buildings and/or the Premises for maintenance, repairs, replacement, etc. of its hoardings, display signs, neon signs, lighted displays, etc. and the Allottee hereby consents to the same and no one including the Unit Owners and the Association shall be entitled to object or to hinder such access in any manner whatsoever. No one including the Unit Owners and the Association shall have any right to remove, change, alter and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter.
- (xiii) The Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile telephones,

VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas and Facilities of the Buildings and/or on the roofs of the Buildings including the Common Roof Area and no one including the Allottee, other Unit Owners, the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever.

- (xiv) Though the Allottee may obtain loan in terms of Clause 19, the Allottee shall not have any right or lien in respect of the said Apartment Unit till execution and registration of the Deed of Conveyance after payment of all amounts by the Allottee.
- (xv) The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter may suffer.
- (xvi) The Allottee shall be responsible for the internal security of the said Apartment and all materials within the same.
- (xvii) The Promoter shall take steps for formation of the Association after completion of the Project. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Promoter shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association after issuance of the Completion/Occupancy Certificate in respect of the Project and within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over the Association shall be responsible for the maintenance of the Buildings and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits, if any, that may have been made by the Unit Owners, to the Association after adjusting its dues, if any.
- (xviii) All the Unit Owners including the Allottee herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
- (xix) The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall

be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.

- (xx) All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same forthwith on demand and without any delay.
- (xxi) The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in any other Agreements that may be executed in respect of the other Units of the Project and/or in the several Deeds of Conveyance that may be executed in respect of the different Units of the Project and such provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
- (xxii) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit Owners of the Buildings including the Allottee herein.
- (xxiii) The rights of the Vendors, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Schedule L** and the Allottee has irrevocably agreed to be bound by the same.
- (xxiv) The Allottee shall from the Date of Possession, use and enjoy the said Apartment in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Vendors.
- (xxv) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas and Facilities, the Buildings and the Premises including payment of Maintenance Charges, electricity charges, land revenue, municipal and property and other taxes and other outgoings are more fully specified in Clause 16 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that after issue of the Notice for Possession and/or the Date of Commencement of Liability, whichever is earlier, all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, land revenue, municipal and property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including

security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee notwithstanding anything to the contrary contained in Clause 16 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Agreement/ Allotment is cancelled/terminated.

- (xxvi) The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and Facilities and also irrespective of whether or not the Allottee is granted facility of parking any car in the Mechanical and/or Puzzle Car Parking System by the Promoter and any non-user or non-requirement in respect of any Common Areas and Facilities or such parking facility (if provided) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge. Any use of the Mechanical and/or Puzzle Car Parking System by the Unit Owners including the Allottee shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical and/or Puzzle Car Parking System to which the Allottee hereby consents and agrees to keep the Vendors fully indemnified in respect thereof.
- (xxvii) From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Buildings and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, the Mechanical and/or Puzzle Car Parking System, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors

and/or their directors, partners, employees or agents shall not have any liability or responsibility whatsoever under any circumstance and the same shall be the sole liability and responsibility of the Unit Owners including the Allottee herein and/or the Association.

(xxviii) The Allottee has irrevocably consented and/or hereby irrevocably consents that the Vendors shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and Facilities and such future Additional/Further Constructions/exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Vendors are entitled to shift any part of the Common Areas and Facilities (including common areas and installations, lift machine rooms, water tanks, etc. and the Common Roof Area) to the ultimate roofs and also to make available the Common Areas and Facilities and all utility connections and facilities to the Additional/Further Constructions. The Vendors shall, if required, be entitled to obtain necessary permission / sanction from time to time from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total quantum of Common Areas and Facilities mentioned in Schedule E shall not be reduced in such a manner as to cause detriment to the Allottee.

(xxix) The Promoter either itself and/or through any other third party shall be free to purchase/develop land contiguous/adjacent/adjoining to and/or accessible from the said Land and/or the Premises ("the Adjacent Property") with any other persons and in such an event the owners/occupants/residents of the Adjacent Property may be permitted by the Promoter to use the drive ways, pathways and passages in the Premises and the said Land for access to the Adjacent Property as also use the Common Areas and Facilities as also use of the Club Facilities (defined below) on such terms and conditions as the Promoter may decide. The Allottee has consented to and/or hereby irrevocably consents to the above and no further consent shall be necessary in future. It is clarified that the possibility of the Promoter developing the

Adjacent Property is not an obligation or commitment of the Promoter towards anyone including the Owner and the Allottee but is a right and/or entitlement which may be exercised by the Promoter at its sole option and discretion.

(xxx) Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement (“**Alienation**”) (except for the purpose of loan in terms of Clause 19) unless all the following conditions are complied with:-

- a) A minimum period of 18 (eighteen) months has passed from the date of registration of this Agreement.
- b) There is no delay or default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee’s covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full and timely payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in **Schedule G** due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee or the assignee, nominee, etc. has made payment to the Promoter transfer charges of Rs. ____/- (Rupees _____ only) plus applicable Goods and Services Tax (hereinafter referred to as “**the Transfer Charges**”). However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Similarly, in case of the Allottee being a company/LLP, inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such new joint Allottee is a group company/LLP in which the Allottee owns at least 51 per cent of the entire equity share capital/partnership interest as also complete management control.
- e) The Allottee shall deposit with the Promoter No Objection Certificate from the Bank and/or a document of release of charge/ mortgage/ security regarding the said Apartment Unit including the documents pertaining to the said Apartment Unit.
- f) Prior consent in writing is obtained from the Promoter regarding the proposed Alienation.
- f) Any additional income tax liability that may become payable by the Vendors due to nomination by the Allottee including because of higher market valuation as per the Registration Authorities on

the date of nomination, shall be compensated by the Allottee paying to the Vendors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

- g) An undertaking in writing being given by the Assignor / Nominator confirming that the Assignor / Nominator shall forego the stamp duty and registration fees paid on this Agreement for Sale and an undertaking in writing being given by the Assignee / Nominee that the Assignee / Nominee shall make payment of the additional stamp duty and registration fees that may be payable due to such nomination without raising any dispute.

(xxxix) After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Apartment Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

- b) The transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein as also in the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, land revenue, municipal and property and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Municipality and other concerned persons/entities are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall be a charge on the said Apartment Unit and shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

(xxxix) The Vendors shall be entitled to sell the Apartment Units in the said Land and the Premises on such terms and conditions as the Vendors may deem fit and proper and which may be at variance with the terms and conditions applicable to the Apartment Units in general and to the Allottee in particular.

(xxxix) The Vendors shall be entitled to sell and/or deal with the Commercial Units on such terms and conditions as the Vendors may deem fit and

proper from time to time and which may be at variance with the terms and conditions applicable to the Apartment Units in general and to the Allottee in particular. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled inter alia to at its sole discretion:

- (a) grant rights to Unit Owners of the Commercial Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the Buildings abutting the Commercial Units and/or on the internal walls of the Commercial Units and/or in the common areas and passages meant for access to the Commercial Units against payment of consideration/charges to the Vendors for the same and no one including the Allottee, other Unit Owners, the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such Unit Owners of Commercial Units shall belong exclusively to the Vendors;
- (b) allow the Unit Owners of Commercial Units to have additional security systems and additional security guards for the safety and security of the Commercial Units in addition to the common security for the Premises;
- (c) charge Maintenance Charges and Common Expenses to the Unit Owners of Commercial Units at such differential rate as may be decided by the Vendors;
- (d) limit or restrict the rights of the Unit Owners of Commercial Units in respect of use of certain Common Areas and Facilities;
- (e) grant additional/differential rights to the Unit Owners of Commercial Units in respect of use of certain Common Areas and Facilities;
- (f) grant differential rights to the Unit Owners of Commercial Units in respect of participation and voting regarding the Association and the maintenance;
- (g) demarcate and allot the Car Parking Spaces in the Buildings for the Unit Owners of Commercial Units;
- (h) allow the Unit Owners of Commercial Units to keep the Commercial Units open for such period of hours on each day and/or on holidays as may be decided by the Vendors.

- (xxxiv) The said Open Terrace, if mentioned in **Schedule A** hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively occupied and used by the Allottee for the purpose of private terrace only. The Allottee shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Allottee shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills or glass doors/windows save and except the railing provided by the Promoter. The said Open Terrace shall form an integral part of the said Apartment Unit and shall be transferable only as a part of the same and not independently or in any other manner.
- (xxxv) The Allottee confirms that he has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Units which shall be exclusively occupied and used by the respective Unit Owners and occupants thereof.
- (xxxvi) Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly agreed and made clear as follows:
- (a) The open and covered Car Parking Spaces including Mechanical and/or Puzzle Car Parking System sanctioned by the Municipality are meant to be used only for parking cars by the Unit Owners of the Project only.
 - (b) The total number of open and covered Car Parking Spaces including Mechanical and/or Puzzle Car Parking System in the Project is more than the total number of Units in the Project. The sizes of the Units are different and the car parking space requirement of the Unit Owners also varies.
 - (c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces (other than in the Mechanical and/or Puzzle Car Parking System where specific slots cannot be earmarked or allotted due to the nature of the Mechanical and/or Puzzle Car Parking System) shall be earmarked and allotted along with specified Units so that the same cars are parked in the same space every day.
 - (d) Accordingly, at the request of the Allottee, the Promoter has agreed to allot the said Car Parking Space, if any, mentioned in Schedule A for exclusive use by the Allottee.
 - (e) All un-allotted car parking spaces shall be identified/demarcated and retained by the Vendors for allotment of the same for the

- consideration and in the manner deemed fit and proper by the Vendors.
- (f) Any scheme of numbering of Car Parking Spaces will be subject to revision as per the discretion of the Promoter and the revised car parking number shall be intimated to the Allottee upon such revision.
 - (g) It is expressly made clear that only right of use shall be granted in respect of the said Car Parking Space, if any, mentioned in Schedule A and no sale shall be made.
 - (h) The Allottee agrees and undertakes not to raise any dispute or objection regarding the allotment of the Car Parking Spaces made by the Promoter to the other Unit Owners of the other Units and agrees and undertakes not to disturb the use of the allotted Car Parking Spaces by the other Unit Owners of the other Units.
 - (i) The Allottee agrees and undertakes that the Allottee shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the all the Unit Owners (including the Allottee herein) of the Units in the Buildings.
- (xxxvii) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that in case of termination /cancellation of this Agreement for any reason whatsoever, the Allottee shall execute and register at the Allottee's costs a Cancellation Agreement as may be required by the Promoter but the cancellation/termination shall become effective immediately and shall not be dependent on the execution and registration of the Cancellation Agreement. The Allottee shall be liable to compensate and indemnify the Promoter for all damages in case of delay or default in execution of the Cancellation Agreement by the Allottee. In the event of the Allottee not co-operating and/or not appearing for execution and registration of the Cancellation Agreement the Promoter shall be entitled to execute and register the Cancellation Agreement for and on behalf of the Allottee. For such purpose the Allottee hereby appoints and authorizes the Promoter as his Constituted Attorney to execute and register the Cancellation Agreement for and on behalf of the Allottee.
- (xxxviii) The Allottee has been made aware that a small portion ("**Occupied Portion**") out of the said Land is under the wrongful and illegal occupation of some trespassers and about the legal proceedings that are pending between the Owner and the trespassers. An ex parte Order has been passed by the Learned Court directing the Owner and the trespassers to maintain status quo regarding the Occupied Portion. As per the Plans, no part of the Buildings is to be constructed on the Occupied Portion. The Owner is contesting the

legal proceedings and shall get the same settled and/or disposed of in favour of the Owner and shall get the Occupied Portion vacated from the wrongful and illegal occupation of the trespassers and obtain possession of the Occupied Portion. There is no order restraining the transfer of the Units in the Project. The Promoter is not a party to the said legal proceedings. The Allottee has agreed that pendency of the said legal proceedings and/or any future legal proceeding regarding the Occupied Portion shall not be treated as an encumbrance and shall not affect the transaction. The parties are aware and have accepted that it is the Owner's responsibility to resolve at its own costs any issue that may arise regarding title, ownership and possession. In case of any loss caused to the Allottee due to defective title of the Occupied Portion and/or the said Land and/or the said legal proceedings, the Owner shall solely be liable to refund the entire amount paid by the Allottee. In the unlikely event of the Owner failing to get the legal proceedings settled and/or disposed of in favour of the Owner and/or failing to get the Occupied Portion vacated from the wrongful and illegal occupation of the trespassers and/or failing to obtain possession of the Occupied Portion then the Occupied Portion shall stand excluded from the said Land and the Premises and shall not form part of the Project.

SCHEDULE A **("SAID APARTMENT")**

ALL THAT the Apartment No. _____ having Carpet Area of about _____ square feet, more or less, and Built-Up Area of about _____ square feet, more or less, and mutually agreed by the parties to be equivalent to agreed Super Built-Up area of _____ square feet on _____ Floor of Block _____ together with right to park _____ number of cars in the open parking on the ground level and/or right to park _____ number of cars in the Mechanical and/or Puzzle Car Parking System and/or right to park _____ number of cars in the covered parking on the ground floor (the location whereof shall be specified by the Promoter on or before the Date of Possession) in the Project "**Orbit Dakshini**" being constructed at Municipal Premises No. 7/1/A, Vivekananda Road, Police Station Baranagar, Kolkata – 700035, Holding No. 356, within Ward No. 8 (formerly Ward No. 16) of the Baranagar Municipality and comprised in L. R. Dag Nos. 3271, 3272, 3273, 3275 and 3276 (R. S. Dag Nos. 3044, 3043, 3038, 3040/3063, 3042) under L. R. Khatian No. 3413 in Mouza – Dakshineswar, J. L. No. 304 and L. R. Dag No. 256 (R. S. Dag No. 175) under L. R. Khatian No. 14927 in Mouza – Baranagar, J. L. No. 305, District – North 24 Parganas.

Together with an Open Terrace having about _____ square feet on the _____ floor appurtenant and/or attached to the said Apartment.

The said Apartment is proposed to be made ready for handing over possession by 31st December, 2028 unless there is delay due to Force Majeure or reasons beyond control.

**SCHEDULE B
FLOOR PLAN OF THE SAID APARTMENT**

The floor plan of the said Apartment is annexed.

**SCHEDULE C
AGREED CONSIDERATION/TOTAL PRICE & PAYMENT PLAN
[Total Price/Agreed Consideration]**

Agreed Consideration/Total Price for purchase of the said Apartment **Rs. _____/-**
Unit as defined in this Agreement.

(Rupees _____ only)

[Payment Schedule]

PARTICULARS	AMOUNT / PERCENTAGE
Application Money	297000 + GST
Booking Amount	10% + GST – application money inclusive of GST.
On Registration of Agreement to Sale	10% + GST + 50% of Legal Charges
On or before Completion of piling	5% + GST
On or before Completion of 3rd floor Roof Casting	5% + GST
On or before Completion of 6th floor Roof Casting	5% + GST
On or before Completion of 9th floor Roof Casting	10% + GST
On or before Completion of 12th floor Roof Casting	10% + GST
On or before Completion of 15th floor Roof Casting	10% + GST
On or before Completion of top floor Roof Casting	10% + GST + 100% of Extra Charges
On or before completion of brick work of booked unit	5% + GST
On or before completion of flooring of booked unit	10% + GST
On or before installation of Lift	5% + GST
On notice for possession	5% + GST + 50% of Legal Charges + 100% Deposits

Note:

1. The booking amount is to be paid within 7 days of the application money.
2. The registration of the Agreement to sale is to be made within 45 days of the booking money paid.

SCHEDULE 'D'**SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT**

Foundation	:	Reinforced Concrete Cement structure
Wall Finish	:	Interior – AAC Blocks with Plaster of Paris or equivalent Exterior - high quality cement / textured paint
Flooring	:	Master Bedroom – Vitrified Tiles Other Bedrooms – Vitrified Tiles Living/Dining – Vitrified Tiles
Kitchen	:	Anti skid tiles in flooring Granite Platform with Stainless steel sink Dado of ceramic tiles upto 2 (two) feet above the counter/platform. Electrical Point for Refrigerator, Aquaguard and Exhaust
Toilet	:	Anti skid ceramic tiles in flooring Toilet walls – standard ceramic tiles on the walls upto 7 (seven) feet Sanitary ware of Parryware/ Jaquar or equivalent CP fittings of Jaguar/ESS ESS/ESSCO or equivalent Electrical point for Geyser and Exhaust Fan Plumbing provision for Hot and Cold water line

Doors and Windows	:	Door Frame – made of seasoned and treated wood /WPC Main Door – Solid core flush doors with decorative handles /WPC Main Door Fittings – Godrej/Yale or equivalent Internal Doors – Solid core flush doors /WPC Windows – Fully glazed anodized/powder coated aluminum windows
Electricals	:	Cable TV, Telephone & Broadband wiring in Living/Dining Adequate 15 (fifteen) ampere and 5 (five) ampere Electrical Points in all bedrooms, Living/Dining, Kitchen and Toilet Concealed copper wiring with Central MCB of reputed brands Door bell point at the main entrance door Modular switches of reputed brands AC Point in Living/Dining and all bedrooms
Common Lighting	:	Overhead Illumination for compound and street lighting Necessary Illumination in all lobbies, staircases and common areas
Lift, Stairs and Lobbies	:	Lift of OTIS/KONE/equivalent make Stair and Floor Lobbies – Kota Stone/Granite/Tiles Entrance Ground floor lobby for each building – combination of marble, granite and/or designer tiles
Generator/CESC		At chargeables

SCHEDULE 'E'

COMMON AREAS AND FACILITIES PROPOSED TO BE PROVIDED WITHIN THE SAID LAND

Common Areas:

- a) Lobbies and Staircases of the Buildings.
- b) Lift pits, chute and machine room of lifts in the Buildings.
- c) Common drains, sewers and pipes, sewerage treatment plant.
- d) Common water reservoirs, water tanks and water pipes (save those inside any Apartment) appurtenant to the Buildings.
- e) Wires and accessories for lighting of Common Areas and Facilities of the Buildings.
- f) Pump and motor.
- g) Lift and lift machinery of the Buildings.
- h) Intercom system.
- i) Fire fighting equipment in the Buildings.
- j) CCTV on the ground floor.

(Common installations for which proportionate additional separate costs are to be paid by the Allottee)

- a) Electrical installations relating to meter, transformer and sub-station for receiving Electricity from CESC Limited.
- b) Common Power Generator for common lights, lift(s), pump(s) and other common Facilities and for providing stand-by power for lobby, common light(s), lift(s), pump(s) and other common services as also for the said Apartment Unit.
- c) Other facilities or installations, if any, provided for the common use of the Allottees and not covered by Section A herein above.

(Sky Club Facilities including those on the Ground Floor)

- 1. Swimming Pool with Deck
- 2. Indoor Games Room
- 3. Indoor Lounge
- 4. Indoor Gymnasium
- 5. Senior citizen's zone
- 6. Outdoor Children's play area
- 7. Banquet hall
- 8. Yoga deck
- 9. Landscaped gardens
- 10. Multi-purpose court
- 11. Cabanas

- 12. Open Amphitheatre
- 13. Open seating areas on the Common Roof Area
- 14. Changing Rooms
- 15. Dance Room

1. Notwithstanding anything contained elsewhere herein, the contents of this Schedule and the rights in respect of the Common Areas and Facilities are subject to the reservations and/or the rights retained/belonging/reserved solely for the Vendors under this Agreement.
2. The Promoter and the Owner shall always be entitled to use the Club and its facilities in the same manner as the Unit Owners irrespective of whether any Unit is retained by them or not. The Promoter and the Owner and their directors, partners and senior officers shall pay only charges for use of the Club in the same manner as the Unit Owners provided that no club charge or entrance/membership fee or deposit shall be payable by the Promoter or the Owner.

SCHEDULE F

DEFINITIONS

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “**Apartment**” shall mean any residential Apartment (including the bathrooms, balcony, Open Terrace, if any, appurtenant thereto) and/or any other covered space in the Buildings which is capable of being exclusively owned, used and enjoyed by any Allottee;
- (c) “**Apartment Unit**” shall mean any residential Apartment (including the bathrooms, balcony, Open Terrace, if any, appurtenant thereto) and/or any other covered space in the Buildings which is capable of being exclusively owned, used and enjoyed by any Allottee together with the right, if any, to park cars in the Car Parking Spaces and the right to use and enjoy in common the Common Areas and Facilities mentioned in **Schedule E**;
- (d) “**Additional/Further Constructions**” shall mean all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises from time to time including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Vendors and shall belong to the Vendors with full right to transfer the same and receive the consideration thereof and the transferees and occupiers thereof shall have similar rights as the Allottee herein in respect of the Common Areas and Facilities;
- (e) “**Additional Liabilities**” shall mean the additional liabilities mentioned in **Part I of Schedule G** which are to be paid by the Allottee in addition to the

Agreed Consideration/Total Price and shall also include any other additional amounts that may be required to be paid by the Allottee;

- (f) **“Agreed Consideration/Total Price”** shall mean the sale consideration mentioned in **Schedule C** payable by the Allottee for purchase of the said Apartment Unit;
- (g) **“Architects”** shall mean Raj Agarwal & Associates of 8B, Royd Street, 1st Floor, Kolkata 700 016 who has been appointed as the architect for the Project by the Promoter and/or such other Architects whom the Promoter may from time to time appoint as the Architects for the Project;
- (h) **“Association”** shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 for the Project which would comprise the Vendors and the representatives of all the buyers of all Units and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- (i) **“Buildings”** shall mean the new buildings comprising of residential Apartments, Commercial Spaces, Car Parking Spaces and Common Areas and Facilities and other constructions to be constructed on the Premises by the Promoter in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Promoter from time to time, wherever the context so permits;
- (j) **“Built-Up Area”** in relation to an Unit shall mean the plinth area of that Unit (including the area of bathrooms, if any, balconies, if any, but excluding the area(s) of the Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Units then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Unit;
- (k) **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- (l) **“Car Parking Spaces”** shall mean the spaces in respect of which right to park cars shall be allotted by the Promoter in the (i) the open parking on the ground floor, (ii) Mechanical and/or Puzzle Car Parking System, if any, and (iii) covered parking on the ground floor;
- (m) **“Club Rules”** shall mean the rules to be framed/made by the Promoter relating to the Club and its facilities and the same shall, inter alia, deal with admission, removal, suspension of membership, restriction of access, entrance/membership fees, charges for use of different facilities, rules of conduct for members, provision for payment for repairs and replacements by the members, etc.
- (n) **“Commercial Space”** shall mean any commercial space and/or any other covered space in the Buildings which is meant for shop/retail/commercial/office use and is capable of being exclusively occupied, used and/or enjoyed by any Unit Owner for such commercial purpose as may be permitted by the Promoter;
- (o) **“Commercial Unit”** shall mean any Commercial Space and/or any other covered space in the Buildings which is meant for shop/retail/commercial/office use and is capable of being exclusively occupied, used and/or enjoyed by any Unit Owner for such commercial

purpose as may be permitted by the Promoter, the right, if any, to park cars in Car Parking Spaces and the right to use and enjoy in common only such Common Areas and Facilities as may be permitted by the Promoter;

- (p) **“Common Areas and Facilities”** shall mean the areas and facilities mentioned in **Schedule E** hereto to be comprised in the said Land which shall be used and enjoyed in common by the Unit Owners of the Units;
- (q) **“Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Buildings, the Mechanical and/or Puzzle Car Parking System, the Common Areas and Facilities and the expenses for Common Purposes including those mentioned in **Schedule K**;
- (r) **“Common Purposes”** shall include the purpose of maintaining and managing the Premises, the Buildings, the Mechanical and/or Puzzle Car Parking System, the Common Areas and Facilities, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Facilities in common;
- (s) **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roofs of the Buildings to be constructed on the said Land, as may be decided and demarcated by the Promoter at any time prior to handing over possession of the said Apartment, along with the Lift Machine Room and the water tank thereon which only shall form part of the Common Areas and Facilities;
- (t) **“Date of Commencement of Liability”** shall mean the date of grant of the Completion/Occupancy Certificate in respect of the said Apartment by the Municipality;
- (u) **“Date of Possession”** shall mean the date on which the Allottee is handed over possession of the said Apartment;
- (v) **“Deed of Conveyance”** shall mean the Deed of Conveyance to be executed by the Vendors in favour of the Allottee in respect of the said Apartment Unit upon the Allottee complying with all of the Allottee’s obligations, paying and depositing all amounts in time and not committing any breach or default;
- (w) **“Deposits”** shall mean the deposits to be made by the Allottee as mentioned in **Part II of Schedule G** and shall also include any other amount that the Allottee may be required to deposit;
- (x) **“Development Agreement”** shall mean and include the agreements and documents executed from time to time by and between the Owner and the Promoter relating to development of the Premises including the Development Agreement dated 13th February, 2024 registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2024, Pages 134833 to 134893, Being No. 190401947 for the year 2024 and shall also include all modifications, alterations and changes, if any, made therein from time to time as also all documents executed pursuant thereto including Powers of Attorney;
- (y) **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for the Common Purposes and shall mean the

Association after it is handed over the maintenance of the Buildings and the Common Areas and Facilities;

- (z) **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Allottee to the Maintenance Agency;
- (aa) **“Mechanical and/or Puzzle Car Parking System”** shall mean the mechanical and/or puzzle car parking system, if any, having Dependent or Stack Car Parking System to be installed at the Premises comprising of separate sets of parking cars, each set having two or more levels for parking of two or more cars, and the two or more car parking spaces in each set may be allotted to different Unit Owners to be used by them in co-operation and co-ordination with each other and the term Mechanical and/or Puzzle Car Parking System shall mean and include all equipment, appliances, accessories thereof and the electricity and other connections thereto;
- (bb) **“Municipality”** shall mean the Baranagar Municipality and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, renew, extend, revise and/or regularise the Plans;
- (cc) **“Notice for Possession”** shall mean the notice to be issued by the Promoter to the Allottee in terms of Clause 7.2;
- (dd) **“Open Terrace”** shall mean the open terrace(s) attached and/or appurtenant to only certain Units on certain floors of the Buildings, each open terrace having access from a particular Unit only and meant to be owned, used and enjoyed exclusively by the owner of such particular Unit only;
- (ee) **“Plan/Plans”** shall mean the plans of the Buildings which have been sanctioned and/or approved by the Municipality bearing Building Permit No. SWS-OBPAS/2103/2024/0379 dated 25th March, 2025 for construction of Buildings on the said Land and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) as also all variations/ modifications/ alterations therein that may be made, if any, as well as all regularisations, revisions, renewals and extensions, if any;
- (ff) **“Power of Attorney”** shall mean and include all powers and authorities executed and/or granted by the Owner in favour of the Promoter from time to time relating to development of the Premises including the Power of Attorney 13th February, 2024 registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2024, Pages 134921 to 134942, Being No. 190401948 for the year 2024 and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time;
- (gg) **“Premises”** shall mean the the said Land described in **Schedule H** measuring about 62 cottahs 11 chittaks 12 square feet, be the same a little more or less, together with the structures standing thereon and situate lying at and being Municipal Premises No. 7/1/A, Vivekananda Road, Police Station Baranagar, Kolkata – 700035, Holding No. 356, within Ward No. 8 (formerly Ward No. 16) of the Baranagar Municipality and comprised in L. R. Dag Nos. 3271, 3272, 3273, 3275 and 3276 (R. S. Dag Nos. 3044, 3043, 3038, 3040/3063, 3042) under L. R. Khatian No. 3413 in Mouza – Dakshineswar, J. L. No. 304

and L. R. Dag No. 256 (R. S. Dag No. 175) under L. R. Khatian No. 14927 in Mouza – Baranagar, J. L. No. 305, District – North 24 Parganas and shall also include, wherever the context permits, the constructions thereon from time to time including the Buildings as also the Common Areas and Facilities that may be constructed at the Premises;

- (hh) **“Project”** shall mean the development and construction at the Premises or such portions thereof as may be made by the Promoter from time to time and shall include the Buildings (including Additional/Further Constructions) as also the Common Areas and Facilities that may be constructed at the Premises;
- (ii) **“Project Advocates”** shall mean Messrs. R. Ginodia & Co. LLP, Advocates of Ground Floor, 6, Church Lane, Kolkata - 700 001 appointed by the Promoter as the Advocates for the Project.
- (jj) **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- (kk) **“Rights on Allottee’s Default”** shall mean the rights to which the Promoter shall be entitled in case of any default or breach by the Allottee including but not limited to those mentioned in Clause 9.3;
- (ll) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (mm) **“Said Apartment”** shall mean the Apartment described in **Schedule A** hereto;
- (nn) **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space, (if any) and the right to use and enjoy in common the Common Areas and Facilities mentioned in **Schedule E** hereto with other Unit Owners and the Vendors;
- (oo) **“Said Land”** shall mean the land measuring about 62 Cottahs 11 Chittaks 12 square feet, be the same a little more or less, comprised in the Premises which is morefully described in **Schedule H**;
- (pp) **“Said Car Parking Space”** shall mean the right to park medium sized car(s), if any, appurtenant to the said Apartment described in **Schedule A** hereto;
- (qq) **“Section”** means a section of the Act;
- (rr) **“Sinking Fund”** shall mean the fund comprising of the amounts to be paid / deposited and/or contributed by each Unit Owner, including the Allottee herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and Facilities and other contingencies;
- (ss) **“Super Built-Up Area”** of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the Built-Up Area of the said Apartment and (ii) an agreed fixed percentage of 36 (thirty six) per cent of the built up area of the said Apartment (excluding the area of the Open Terrace);
- (tt) **“Unit”** shall, according to its context, mean any unit in the Buildings, whether an Apartment Unit or a Commercial Unit;
- (uu) **“Unit Owners”** shall, according to the context, mean all allottees and/or intending allottees of different Units in the Buildings and shall also include the Vendors (and subsequently their transferees) in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated by them;
- (vv) **“Masculine Gender”** used in this Agreement shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural

and vice versa.

SCHEDULE G

PART I –ADDITIONAL LIABILITIES

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to additionally pay each of the following within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any objection whatsoever regarding the same:

- (i) Goods and Services Tax (GST) payable on the Total Price/Agreed Consideration and/or on construction / sale/ transfer of the said Apartment Unit to the Allottee and/or on any amount payable by the Allottee under this Agreement or pursuant hereto including on the Additional Liabilities and the Deposits and payments of the same shall be made on or before the date the same is payable as per law or along with the payment of the respective instalment or within 15 days of demand by the Promoter, whichever is the earliest.
- (ii) Legal Fees at the rate of Rs. ____/- per square feet of the Super Built-up Area payable directly to the Project Advocates; 50 per cent of which shall be paid on or before execution of Agreement for Sale and the balance 50 per cent shall be paid on or before the Date of Possession or the date of execution of the Deed of Conveyance, whichever is earlier.
- (iii) Electricity, Transformer HT/LT charges and Generator Charges at the rate of Rs. ____/- per square feet of the Super Built-up Area of the said Apartment Unit payable to the Promoter.
- (iv) Association Formation Charges of Rs. _____/- payable to the Promoter.
- (v) Betterment and/or development charges and any other tax, duty levy, cess, or charge that may be imposed or charged, if any, in connection with construction or transfer of the said Apartment Unit in favour of the Allottee.
- (vi) Stamp duty and registration fee together with miscellaneous and incidental costs, charges and expenses for registration of each document plus applicable GST and all other taxes, levies and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or under the law and/or relating to the said Apartment Unit and/or the Common Areas and Facilities and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time.
- (vii) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, and/or the agreed Specifications and/or the Common Areas

and Facilities, including the costs, charges and expenses for revision/registration of the Plans in relation to the said Apartment.

(viii) Proportionate costs, charges and expenses for betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction.

(ix) Proportionate costs, charges and expenses for providing any additional or special provision, fitting or amenity in the Buildings and/or the Premises.

(x) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts, shall be paid by the Allottee in addition to the above.

(xi) Club Charges at the rate of Rs. ____/- per square feet of the Super Built Up Area of the said Apartment Unit with additional applicable GST payable at the time of the Agreement.

PART II –DEPOSITS

The following Deposits are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertaken to additionally pay each of the same within the time specified regarding the same or within 15 (fifteen) days of demand, in case no time is specified, without raising any objection whatsoever regarding the same:

- (i) Security Deposit for Municipal Taxes at the rate of Rs. ____/- per square feet of Super Built Up Area of the said Apartment Unit shall be payable to the Promoter on or before the Date of Possession. Such Security Deposit shall be used for payment/reimbursement of municipal taxes paid by the Promoter on behalf of the Allottee. In the event of the actual amount of municipal taxes paid /reimbursed being less than the deposit amount, the excess amount shall be refunded to the Allottee by the Promoter. If, however, the actual amounts of municipal taxes paid/reimbursed are more than the deposit amount, then the deficit amount shall be paid by the Allottee to the Promoter within 7 days of demand.
- (ii) Maintenance deposit at the rate of Rs. ____/- per Square Feet per month of the Super Built Up Area shall be payable to the Promoter on or before the Date of Possession.
- (iii) Deposit for Sinking Fund of Rs. ____/- per square feet of Super Built Up Area shall be payable to the Promoter on or before the Date of Possession.
- (iv) Security Deposit for electric supply/ individual meter for the said Apartment as per actual payable to the electricity supply authority.
- (v) Security Deposits for any other item in respect of which payment is to be made by the Allottee under Part I.
- (vi) Applicable Goods and Services Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

SCHEDULE H

SAID LAND

ALL THAT the piece or parcel of land measuring about 62 cottahs 11 chittacks 12 square feet be the same a little more or less together with the structures standing thereon and situate lying at and being Municipal Premises No. 7/1/A, Vivekananda Road, (formed by amalgamation of previous **(i)** Municipal Premises No. 7/1/A, Vivekananda Road containing land measuring about 43 cottahs 1 square feet, **(ii)** Municipal Premises No. 68/3, Surya Sen Road containing land measuring about 1 cottah 3 chittacks 15square feet, **(iii)** Municipal Premises No. 69, 69/1 and 69/2 Surya Sen Road containing land measuring about 10 cottahs 9 chittacks, **(iv)** Municipal Premises No.70, Surya Sen Road containing land measuring about 2 cottahs, **(v)** Municipal Premises No. 18/1, Hatim Munshi Lane containing land measuring about 2 cottahs 3 chittacks 42 square feet, **(vi)** Municipal Premises No. 21/H, DharendraNath Chatterjee Road containing land measuring about 1 cottah 13 chittacks 22 square feet and **(vii)** Municipal Premises No. 21/F, Dharendra Nath Chatterjee Road containing land measuring about 1 cottah 13 chittacks 22 square feet), Police Station Baranagar, Kolkata – 700 035, Holding No. 356, within Ward No. 8 (formerly Ward No. 16) of the Baranagar Municipality and comprised in L. R. Dag Nos. 3271, 3272, 3273, 3275 and 3276 (R. S. Dag Nos. 3044, 3043, 3038, 3040/3063, 3042) under L. R. Khatian No. 3413 in Mouza–Dakshineswar, J. L. No. 304 and L. R. Dag No. 256 (R. S. Dag No. 175) under L. R. Khatian No. 14927 in Mouza – Baranagar, J. L. No. 305, District – North 24 Parganas and butted and bounded in the following manner:

On the North:	By Vivekananda Road
On the South:	By Premises No. 24 and 25, Dharendra Nath Chatterjee Road, Kolkata – 700 035
On the East:	By Onkar Service Petrol Pump and Rai Hotel
On the West:	By partly Ex Municipal Drain and partly R. S. Dag No. 3046, 3047 of Dakshineshwar Mouza and R. S. Dag No. 173 of Baranagar Mouza

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

SCHEDULE I

DOCUMENTS OF TITLE, MUTATION & AMALGAMATION

1. Deed of Conveyance dated 9th August, 2006 made between Shaibal Chatterjee and Smt. Sharmistha Chatterjee (as the Vendors) and Sandeep Construction (as

the Purchaser) and Tarapada Sur, Bikash Sur, Bulbul Sur and Tultul Sur (as the Confirming Parties) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 189, Pages 37 to 50, Being No. 7402 for the year 2008.

2. Deed of Conveyance dated 9th August, 2006 made between Aloke Kumar Chatterjee (as the Vendor) and Sandeep Construction (as the Purchaser) and Tarapada Sur, Bikash Sur, Bulbul Sur and Tultul Sur (as the Confirming Parties) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 189, Pages 9 to 22, Being No. 7400 for the year 2008.
3. Deed of Conveyance dated 11th January, 2008 made between Pranatosh Chatterjee (as the Vendor) and Sandeep Construction (as the Purchaser) and Tarapada Sur, Bikash Sur, Bulbul Sur and Tultul Sur (as the Confirming Parties) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 7, Pages 151 to 160, Being No. 232 for the year 2008.
4. Deed of Conveyance dated 27th March, 2007 made between Smt. Shankari Chatterjee (as the Vendor) and Sandeep Construction (as the Purchaser) and Tarapada Sur, Bikash Sur, Bulbul Sur and Tultul Sur (as the Confirming Parties) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 104, Pages 121 to 130, Being No. 4157 for the year 2010.
5. Deed of Conveyance dated 11th January, 2008 made between Smt. Jharna Chatterjee (as the Vendor) and Sandeep Construction (as the Purchaser) and Tarapada Sur, Bikash Sur, Bulbul Sur and Tultul Sur (as the Confirming Parties) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 7, Pages 141 to 150, Being No. 231 for the year 2008.
6. Deed of Conveyance dated 3rd April, 2007 made between Smt. Purnima Mukherjee (as the Vendor) and Sandeep Construction (as the Purchaser) and Tarapada Sur, Bikash Sur, Bulbul Sur and Tultul Sur (as the Confirming Parties) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 113, Pages 243 to 254, Being No. 4510 for the year 2010.
7. Deed of Conveyance dated 9th August, 2006 made between Smt. Nilima Mukherjee (as the Vendor) and Sandeep Construction (as the Purchaser) and Tarapada Sur, Bikash Sur, Bulbul Sur and Tultul Sur (as the Confirming Parties) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 189, Pages 23 to 36, Being No. 7401 for the year 2008.
8. Deed of Conveyance dated 24th September, 2009 made between Jitendra Singh,

Smt. Krishna Devi, Smt. Debwanti Devi, Smt. Bindu Singh, Smt. Sova Singh and Sanjay Singh (as the Vendors) and Sandeep Constructions (as the Purchaser) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 115, Pages 109 to 120, Being No. 4584 for the year 2010.

9. Deed of Conveyance dated 24th September, 2009 made between Mathura Mishra and Smt. Sarada Upadhyay (as the Vendors) and Sandeep Constructions (as the Purchaser) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 30, Pages 17 to 28, Being No. 1212 for the year 2010.
10. Deed of Conveyance dated 24th September, 2009 made between Raj Kumar Sharma (as the Vendor) and Sandeep Constructions (as the Purchaser) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 121, Pages 367 to 376, Being No. 4868 for the year 2010.
11. Deed of Gift dated 12th October, 2009 made between Brojendra Narayan Chakrabarty, Jitendra Chakrabarty, Smt. Pratima Chakrabarty, Raja Chakrabarty, Smt. Krishna Chakrabarty and Prosanjit Chakrabarty (as the Donors) and Sandeep Constructions (as the Donee) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 259, Pages 9 to 18, Being No. 10332 for the year 2009.
12. Deed of Gift dated 12th October, 2009 made between Brojendra Narayan Chakrabarty, Jitendra Chakrabarty, Smt. Pratima Chakrabarty, Raja Chakrabarty, Smt. Krishna Chakrabarty and Prosanjit Chakrabarty (as the Donors) and Sandeep Constructions (as the Donee) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 259, Pages 19 to 30, Being No. 10333 for the year 2009.
13. Deed of Conveyance dated 24th September, 2009 made between Shambhu Nayak, Biswanath Nayak, Kashi Nath Nayak, Smt. Gita Nayak, Tushar Nayak and Ashim Nayak (as the Vendors) and Sandeep Constructions (as the Purchaser) registered at the office of the Additional District Sub-Registrar, Cossipore, Dumdum in Book No. I, Volume No. 31, Pages 141 to 152, Being No. 1271 for the year 2010.
14. L. R. Record of Rights regarding mutation of (i) 2.00 decimals land in L. R. Dag No. 3271, (ii) 10.62 decimals land in L. R. Dag No. 3272, (iii) 10.00 decimals land in L. R. Dag No. 3273, (iv) 49.20 decimals land in L. R. Dag No. 3275 and (v) 23.81 decimals land in L. R. Dag No. 3276 in Mouza Dakhineswar, J. L. No. 4, Police Station Baranagar, District North 24 Parganas in the name of the Owner under L. R. Khatian No. 3413.

15. L. R. Record of Rights regarding mutation of 4.14 decimals land in L. R. Dag No. 256 in Mouza Baranagar, J. L. No. 5, Police Station Baranagar, District North 24 Parganas in the name of the Owner under L. R. Khatian No. 14927.
16. Mutation Certificate issued by Baranagar Municipal Office in the name of the Owner regarding Premises No. 21/H, Dharendra Nath Chatterjee and Holding No. 42.
17. Mutation Certificate issued by Baranagar Municipal Office in the name of the Owner regarding Premises No. 21/F, Dharendra Nath Chatterjee and Holding No. 39.
18. Mutation Certificate issued by Baranagar Municipal Office in the name of the Owner regarding Premises No. 18/1, Hatem Munshi Lane and Holding No. 394.
19. Mutation Certificate issued by Baranagar Municipal Office in the name of the Owner regarding Premises No. 7/1/A, Vivekananda Road and Holding No. 356.
20. Mutation Certificate issued by Baranagar Municipal Office in the name of the Owner regarding Premises No. 70, Surja Sen Road and Holding No. 683.
21. Mutation Certificate issued by Baranagar Municipal Office in the name of the Owner regarding Premises No. 69, Surja Sen Road and Holding No. 680.
22. Mutation Certificate issued by Baranagar Municipal Office in the name of the Owner regarding Premises No. 69/1, Surja Sen Road and Holding No. 681.
23. Mutation Certificate issued by Baranagar Municipal Office in the name of the Owner regarding Premises No. 69/2, Surja Sen Road and Holding No. 682.
24. Mutation Certificate issued by Baranagar Municipal Office in the name of the Owner regarding Premises No. 68/3, Surja Sen Road and Holding No. 679.
25. 9 Assessment Rolls mentioning the Name of Assessee Sandeep Construction regarding Serial / Holding Nos. 356, 394, 42, 681, 680, 679, 682, 683 and 39 corresponding to Premises No. 7/1/A, Vivekananda Road, Premises No. 18/1, Hatem Munshi Lane, Premises No. 21/H, D. N. Chatterjee Road, Premises No. 69/1, Surya Sen Road, Premises No. 69, Surya Sen Road, Premises No. 68/3, Surya Sen Road, Premises No. 69/2, Surya Sen Road, Premises No. 70, Surya Sen Road and Premises No. 21/F, D. N. Chatterjee Road.
26. Deed of Declaration dated 9th February, 2024 registered at the office of the Additional District Sub-Registrar, Cossipore Dumdum in Book No. IV, Volume No. 1506-2024, Pages from 861 to 873, Being No. 150600041 for the year 2024 made by Sandeep Construction.

27. Deed of Declaration dated 9th February, 2024 registered at the office of the Additional District Sub-Registrar, Cossipore Dumdum in Book No. IV, Volume No. 1506-2024, Pages from 874 to 886, Being No. 150600040 for the year 2024 made by Sandeep Construction
28. Deed of Conveyance dated 19th March, 2024 made between Ranjit Singh, Satindra Singh, Smt. Sanju Singh and Prakash Kumar Singh (“as the Vendors”), Sandeep Construction (“as the Purchaser”) and Sahil Singh, Smt. Rina Singh, Paban Kumar Singh alias Pawan Kumar Singh, Rahul Singh and Smt. Ramabati Devi alias Ramawati Singh (“as the Confirming Parties”) registered at the office of the Additional District Sub-Registrar, Cossipore Dumdum in Book No. I, Volume No. 1506-2024, Pages from 94903 to 94963, Being No. 150603015 for the year 2024.

SCHEDULE J

ALLOTTEE’S COVENANTS & HOUSE RULES

1. The Allottee has agreed undertaken and covenanted to:
 - a) Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) Permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) Deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
 - d) use and occupy the said Apartment only for the purpose of residence and for no other purposes;
 - e) Use the Common Areas and Facilities without causing any hindrance or obstruction to other Unit Owners and occupants of the Project;
 - f) Be responsible for the maintenance of the said Apartment Unit and to immediately replace and/or repair any damage which may occur to the same at his/its own cost;
 - g) Keep the said Apartment and partition walls, sewers, drains, pipes, cables, wires, etc. thereon in good and substantial repair and condition;
 - h) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and Facilities for any purpose and also not to make any form of alteration to the external façade of the Buildings;
 - i) Maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. ____/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and

Services Tax besides remedying/rectifying such deviation, breach, violation or default at his own costs within 15 days from being called upon to do so by the Promoter;

- j) Use and enjoy the Common Areas and Facilities only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- k) Sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the electricity supply authority in the name of the Allottee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Allottee an electric sub-meter in or for the said Apartment and the Allottee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
- l) Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/ Association (upon formation);
- m) Bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;
- n) Pay land revenue, municipal and property taxes and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the said Apartment Unit wholly and the Buildings and the Premises proportionately and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the concerned authority;
- o) Pay for other utilities consumed in or relating to the said Apartment Unit;
- p) Allow the other Unit Owners the right to easements and/or quasi-easements;
- q) Regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, land revenue, municipal and property taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- r) To make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in

terms of this Agreement;

- s) Observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and
- t) Use the Car Parking Spaces for parking of cars without making any construction over the same and to ensure that each Car Parking Space can be used for parking only and not for any other purpose such as to store articles, goods and materials.

2. The Allottee has agreed and covenanted:

- a) Not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
- b) Not to store any heavy article inside the said Apartment that may cause damage to the flooring in any manner;
- c) Not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature;
- d) Not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission/sanction from the Municipality and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of this Agreement;
- e) Not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas and Facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- f) Not to put or install any letter box, neon-sign or any other board or hoarding, any other signage, notice or advertisement in the Common Areas and Facilities or on the outside walls/facade of the Buildings. Provided However that a decent sign board on the outface of the main door of the said Apartment may be put;
- g) Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstances;
- h) 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 part of the Project or may cause any increase in the premium payable in respect thereof;
- i) Not to make or permit or play any disturbing noises or loud sounds or music in the said Apartment Unit and/or the Common Areas and Facilities and/or the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Buildings and/or disturb them;
- j) Not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy

- articles, etc. save and except the lift specifically installed for carriage of the goods and articles, if any;
- k) Not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
 - l) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and also not to alter or permit any alteration in the elevation;
 - m) Not to alter or permit any alteration in the elevation and to decorate the exterior of the Buildings and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Apartment otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated or deviation or which in the opinion of the Promoter may affect the elevation of the Project;
 - n) Not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other Common Areas and Facilities or installations of the Buildings and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
 - o) Not to store or allow anyone to store any furniture goods articles or things in or around the staircase, lobby, landings or other Common Areas and Facilities of the Buildings and in case of any deviation, breach, violation or default of this sub-clause the Allottee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. ____/- (Rupees _____ only) per day together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
 - p) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Buildings;
 - q) Not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas and Facilities in respect of the same;
 - r) Not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

- s) Not to store in the said Apartment or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the same or any part thereof and/or any neighboring property to any risk of fire or any accident;
- t) Not to object to or hinder sanction of further/additional vertical/horizontal or other constructions and the Allottee shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;
- u) Not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Units by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment to the Allottee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Allottee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Allottee;
- v) Not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas and Facilities;
- w) Not to object, obstruct or create any hindrance to the use of the Common Areas and Facilities particularly those mentioned in Schedule E by the owners and occupiers of all Units and/or other spaces of the Project as also the Additional/Further Constructions as also the Adjacent Property;
- x) Not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- y) Not to cover the Common Areas and Facilities, fire exits and balconies/terraces (if any) of the said Apartment;
- z) Not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas and Facilities in any manner whatsoever;
- aa) Not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Allottee, if any, mentioned in **Schedule A**;
- bb) Not to transfer, let out or part with the right to park in the said Car Parking Space, if so agreed to be acquired by the Allottee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;

- cc) Not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, coaching centre, music or dance centre, repairing centre, commercial guest house, spa, massage parlour, Club, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
- dd) Not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- ee) Not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and the Premises;
- ff) Not to keep or harbour any bird or animal in the Common Areas and Facilities of the Premises and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the said Apartment and/or the said Land or on any portion thereof;
- gg) Not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Buildings and/or the Premises;
- hh) Not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air-conditioner;
- ii) Not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- jj) Not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Allottee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
- kk) Not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
- ll) Not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas and Facilities;
- mm) Not to attach or hang from the exterior of the Buildings on any side any radio or television aerial or TV /Satellite Dish Antenna;
- nn) Not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment Unit;
- oo) Not to object to the installation, erection and display of neon sign

- boards of the Vendors on the roofs (including the Common Roof Area) of the Buildings at all times;
- pp) Not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Open Terraces in the Buildings and the Premises save and except the said Open Terrace, if any, mentioned in **Schedule A**;
 - qq) Not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Premises and/or the neighbourhood;
 - rr) Not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;
 - ss) Not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees in respect of other Units and/or the said Land;
 - tt) Not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;
 - uu) Not to change the Project name and its logo under any circumstances whatsoever;
 - vv) Not to use the said Apartment Unit and/or the Common Areas and Facilities for public worship and/or public religious activity or purpose and/or for gathering of people for worship or religious activity or purpose provided however that nothing herein contained shall prevent the Allottee from conducting private worship in a portion of the said Apartment; and
 - ww) Not to install any mechanical and/or puzzle car parking system on any part of the Premises.
3. The Allottee agrees, undertakes and covenants not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction or completion of the Premises including the Common Areas and Facilities in any part of the same and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Unit or any portion of the Buildings and/or the Premises and/or in the use and enjoyment of the Common Areas and Facilities in the said Land by the owners/occupants of the Project.
 4. The Allottee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances

whatsoever, details or calculations of the Super Built-up Area.

5. If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods and Services Tax) under any statute or regulation on the Premises, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Owner or the Promoter or the Allottee) the same shall be borne and paid by the Allottee wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Buildings, without raising any objection thereto. The Owner and/or the Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Allottee shall make such payment within 7 (seven) days of demand being made by the Owner and/or the Promoter and/or the concerned authority.
6. The Allottee shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Owners (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations irrespective of non-compliance by any other Unit Owner.
7. The Allottee shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Allottee and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Allottee or the employees, servants, agents, licensees, invitees or visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.
8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Promoter is liable to make payment of any Sales Tax, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said

Apartment Unit contemplated hereby, the Allottee shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.

9. The Allottee shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.
10. All rights and obligations of the Promoter and the Owner inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations. As between the Owner and the Promoter, interest, if any, payable to the Allottee shall be paid by the Owner in case such liability has arisen due to land and/or title related issue and shall be paid by the Promoter in case such liability has arisen due to development and/or construction related issue.

SCHEDULE K- COMMON EXPENSES

1. **Association:** Establishment and all other capital and operational expenses of the Association. All expenses and outgoings for preparation and registration of Deed of Transfer for transfer of undivided proportionate title in the Common Areas and Facilities including the said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
2. **Common Utilities:** All costs, charges, expenses and deposits for supply, operation, maintenance, repairs, etc. of common utilities.
3. **Electricity:** All charges for the electricity consumed for the Common Purposes and in respect of the common areas and facilities, amenities and installations of the Project including operation of the common machinery, equipment and installations.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Areas and Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas and Facilities, amenities and installations of the Project.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and facilities of the Project, lifts, generator, common lights, changeover switches, CCTV, if any, Intercom Facility, if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto.

7. **Rates and Taxes:** Land revenue, municipal and property tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses relating to the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **Mechanical and/or Puzzle Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keep of the Mechanical and/or Puzzle Car Parking System, including periodic maintenance, repairs, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation, electricity costs for operations as also ancillary or incidental expenses regarding the Mechanical and/or Puzzle Car Parking System.
10. **Management Fees:** In addition to the Maintenance Charges, the Allottee shall be liable to make payment of Management Fees at the rate of 20 percent of the Maintenance Charges to the Promoter till the handover of the maintenance to the Association.
11. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.
12. **Club:** The costs, charges and expenses relating to the Club shall form part of the Common Expenses and be included in the Maintenance Charges payable by the Allottees.

Notwithstanding anything to the contrary contained elsewhere in this Agreement it is made clear that although the Mechanical and/or Puzzle Car Parking System is not part of the Common Areas and Facilities, all expenses regarding the same shall form part of the Common Expenses and the Allottee is hereby expressly agreeing to pay the proportionate costs for the same irrespective of whether or not the Allottee has facility of parking thereat.

SCHEDULE L

RIGHTS OF THE MAINTENANCE AGENCY/ASSOCIATION

- a) Apportionment of any liability of the Allottee by the Maintenance Agency/Association in respect of any expenses, taxes, dues, levies or outgoings payable by the Allottee pursuant to this Agreement or otherwise shall be made Proportionately.
- b) The Maintenance Charges payable by the Allottee with effect from the Date of Commencement of Liability, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive

proof of the liability of the Allottee in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. ___/- per square feet of super built-up area per month for the said Apartment Unit together with applicable Goods and Services Tax.

- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Allottee shall not be entitled to object thereto.
- d) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/ Association (upon formation), within the prescribed due date, failing which the Allottee shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Allottee also admits and accepts that apart from the above, the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Allottee and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, land revenue, municipal and property taxes, Common Expenses and/or other payments by the Allottee after giving 15 days notice in writing. The Allottee also admits and accepts that apart from the above, there shall be a charge over the said Apartment Unit in respect of all outstanding dues of the Allottee including on account of Maintenance Charges, Electricity Charges, municipal and property taxes, land revenue, Common Expenses and/or other amounts payable by the Allottee and such charge may be enforced by the Maintenance Agency/Association and in any event the Allottee shall not be entitled to sell, transfer, lease out grant tenancy or otherwise deal with or dispose off the said Apartment Unit until all such outstanding dues are paid in full along with interest thereon and no due certificate is obtained from the Maintenance Agency/Association. In case of breach of this condition, besides other legal consequences and remedies, the Maintenance Agency/Association shall be entitled to recover the same from the Transferee/Occupant.
- e) The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical and/or Puzzle Car Parking System, if any (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) proportionately irrespective of whether the Allottee has facility of parking thereat as also such costs and expenses may be charged from the Allottee as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may

- deem fit and proper.
- f) The Allottee shall co-operate with the other Unit Owners, the Vendors and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Vendors and/or the Maintenance Agency for the Common Purposes.
- g) No Maintenance Charges shall be paid or payable in respect of unsold Units till a period of ____ years after the completion of the entire Project and no one including the Allottee herein, the Unit Owners and the Association shall be entitled to make any claim or raise any dispute in this regard and the Allottee waives and disclaims all claims and rights, if any to do so.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee:

(1) Signature _____
 Name: _____
 Address: _____

Please affix
 Photographs
 and sign
 across the
 photograph

(2) Signature _____
 Name: _____
 Address: _____

Please affix
 Photographs
 and sign
 across the
 photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED Second Party/Promoter:

Signature _____

Please affix
 Photographs
 and sign
 across the
 photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED
First Parties:

Signature _____

Please affix
Photographs
and sign
across the
photograph

At Kolkata on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address: _____

(2) Signature _____
Name _____
Address _____

Drafted by:

Messrs. R. Ginodia & Co. LLP, Advocates
Ground Floor, 6 Church Lane,
Kolkata -700 001

DATED THIS DAY OF , 20

BETWEEN

SANDEEP CONSTRUCTION

AND

**ORBIT TIRUPATI TOWERS PRIVATE
LIMITED**

AND

AGREEMENT FOR SALE

Apartment No.	:	
Floor	:	
Block		

**R. Ginodia & Co. LLP
Advocates
Ground Floor, 6, Church Lane
Kolkata – 700 001.**

DATED THIS DAY OF , 20

BETWEEN

SANDEEP CONSTRUCTION

AND

ORBIT TIRUPATI TOWERS PRIVATE LIMITED

AND

AGREEMENT FOR SALE

Apartment No.	:	
Floor	:	
Block		

**R. Ginodia & Co. LLP
Advocates
Ground Floor, 6, Church Lane
Kolkata – 700 001.**