

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____, 2021

By and Between

ELITA GARDEN VISTA PROJECT PRIVATE LIMITED (PAN: AAECM6775H), a Company incorporated under the Companies Act, 1956, having its registered office at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, under P.S. Shakespeare Sarani & P.O. Circus Avenue, West Bengal, represented by its authorized signatory Mr. Narendra Nagpal (PAN: ABQPN5705N), son of Mr. Chaman Lal Nagpal, by occupation Service, faith Hindu, Citizen of India, working for gain at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, P.S. Shakespeare Sarani, P.O. Circus Avenue, West Bengal, hereinafter referred to as the **"Owner/Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **FIRST PART;**

AND

(1)MR. AYANANTA CHOWDHURY (PAN: ALZPC1651K) (AADHAAR No.

694362878864) , son of Mr. Sushil Chaudhury, aged about 39 years, by faith Hindu, citizen of India, by occupation Service, residing at 81B/1B, Sambhu Babu Lane, Entally, Kolkata-700014, West Bengal, hereinafter called the "**Allottee**" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the **SECOND PART.**

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

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.

WHEREAS:

- A. The Promoter/Owner is the absolute and lawful owner of the property more fully described in **Part – I** of the **Schedule A** hereto which was purchased by the Owner vide two deed of conveyance as detailed in the Devolution of Title (hereinafter referred to as "the **Total Land**"). Out of the Total Land, 93,983.856 sq. mt. of land more fully described in **Part II** of **Schedule A** and demarcated in red on the plan attached hereto and marked as Annexure I, will be used for the Residential Project (hereinafter referred to as the "**Whole Project Land**") and the balance land measuring 5,999.144 sq. mt. more or less, more fully described in **Part IV** of **Schedule A**, shall be developed by the Owner/Promoter for providing Community Facilities such as shops, offices, outlets service business, commercial establishments, serviced apartments, banquet halls etc. as may be decided by the Owner/Promoter in its sole discretion (hereinafter referred to as the "**Community Facility Land**"). The particulars of the title of the Whole Project Land and Phase II Land (defined hereinafter) are more fully described in **Part – V** of the **Schedule A** hereto (hereinafter referred to as "the **Devolution of Title**").
- B. The Whole Project Land is intended for the purpose of development of a residential complex thereon, presently named as "**Elita Garden Vista**", consisting of two phases Phase I and Phase II .

- 1 Phase I consist of 8 blocks namely 1, 2, 3, 4, 5, 14, 15 & 16 comprises of 688 apartments, covered and open car parking spaces.
 - 2 **Phase - II** consisting of 8 blocks namely **6, 7, 8, 9, 10, 11, 12 & 13** comprises of 823 apartments, 704 covered and 532 open car parking spaces.
 - 3 Community Facilities Land will be developed in later stage.
 - 4 The Promoter/Owner has already completed construction of the Phase I of the Whole Project in terms of the Plan and has obtained Blockwise Occupancy/Completion Certificate from New Town Kolkata Development Authority in respect of Phase I.
 - 5 The Promoter/Owner has commenced construction of the Phase II of the Project from 26.08.2015 (“the said Project”) which will be the second phase of development of the whole Project on the portion of land. As physical demarcation shown in the Plan enclosed herewith out of the Whole Project Land and demarcated as Annexure I (“Phase Land”), however, undivided proportionate share of Whole Project Land is sold to the Phase I Apartment Owners and the balance undivided share of Whole Project Land will be distributed amongst the Phase II Apartment Owners the same is more particularly mentioned and described in **Part III** of the **Schedule A** hereto.
- C. The Promoter/Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Owner/Promoter has duly intimated the New Town Kolkata Development Authority about commencement of construction of its Phase II of the project “Elita Garden Vista” vide its commencement letter dated 26.08.2015.
- E. The Promoter/Owner has obtained the final layout plan, sanctioned plan, specifications and approvals for the Whole Project comprised of Phase I and Phase II and the apartment or buildings thereon, as the case may be, from the West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) vide letter ref. 233D/HIDCO/ED (EM)/53BP dated 10th September 2007. Subsequently the Promoter/Owner has incorporated certain changes in the Phase II area of the said plans and got it re-sanctioned from New Town Kolkata Development Authority vide their Letter reference no. RIIE4000120150813 dated 20th August, 2015. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable. New Town Kolkata Development Authority (NKDA) has granted Partial Occupancy Certificates for the Block Nos. 9, 10, 11, 12 and 13 on 18th June 2019, for the Blocks 6 and 7 on 2nd July 2020 and for the Block 8 on 18th February 2021.
- F. The Promoter/Owner has registered the Elita Garden Vista for Phase II of the Project comprises block Nos.**6, 7, 8, 9, 10, 11, 12 & 13** being part of the total sanctioned plan

under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Calcutta Greens commercial complex, 1st Floor, 1050/2, Survey Park, Kolkata- 700075, on 30/11/2018 under registration no. HIRA/P/NOR/2018/000216.

- G. The Allottee had applied for an apartment in the Project vide application dated 09.03.2021 and has been allotted Apartment hereinafter referred to as the "Apartment" more particularly described in Part I of Schedule B and the floor plan of the apartment is annexed hereto and marked as Annexure-II;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Owner/Promoter,
 - 1 the Allottee has agreed that his right to enjoy the Phase II Common Areas, Amenities and Facilities and the Common Areas, Amenities and Facilities of the whole Project shall also always be subject to a permanent right of easement use and access of owners and occupants of the Phase I with whom such common areas, amenities and facilities of both Phases will be shared. The Allottee has also been made aware and agrees that the Owner/Promoter and occupiers of the Phase I shall be entitled to the undivided proportionate share of Whole Project Land and all benefits arising there from including the right to access of the Phase I through the roads paths and passages of the said Phase II comprised in the Project and/or through the Whole Project Land to which the Allottee also expressly agrees.
 - 2 The Owner/Promoter may develop the Community Facility Land for providing Community Facilities such as shops, offices, outlets service business, commercial establishments, serviced apartments, banquet halls etc. as may be decided by the Owner/Promoter in its sole discretion in future and reserve the right to share common infrastructure i.e. driveway, club and other amenities with such future phase in terms of Rule 10 under the said act.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment morefully mentioned in Part I of Schedule B.

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

1 TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter/Owner agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment morefully and particularly mentioned in the Part I of Schedule B.
- 1.2 The Total Price payable for the Apartment is more fully mentioned in the Schedule –D.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter/Owner towards the Apartment.
- (ii) The Total Price above excludes Taxes (Taxes are consisting of tax paid or payable by the Promoter/Owner by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Owner, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the Association of Allottees or the competent authority, as the case may be, after obtaining the Completion/ Occupancy Certificate;

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

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

- (iii) The Promoter/Owner shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter/Owner within the time and in the manner specified therein. In addition, the Promoter/Owner shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Completed Apartment finished as per specifications morefully mentioned in Part II of Schedule B includes recovery of price of

undivided, undemarcated, proportionate share of Whole Project Land, construction of the Common Areas, internal development charges, external development charges, , and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges.

- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Owner 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/Owner shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule D ("Payment Plan").
- 1.5. As prescribed under law the Owner/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @-Nil% per annum for the period by which the respective installment has been preponed.
- 1.6. It is agreed that the Promoter/Owner shall not make any additions and alterations in the sanctioned plans, layout plans and specifications described herein at Part II of Schedule B and the nature of fixtures, fittings and amenities described herein at Schedule C in respect of the Phase II of the Project (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter/Owner may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Owner/Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition-alteration.
- 1.7. The Owner/Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoter, If

there is reduction in the carpet area then the Promoter/Owner shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter/Owner may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as Schedule – D of this Agreement.

- 1.8. Subject to para 9.3 the Promoter/Owner agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned in Part I of Schedule-B:
 - (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have right to use the undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the Promoter/Owner shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - (iii) That the computation of the price of the Completed Apartment finished as per specification morefully mentioned in Part II of Schedule B, includes recovery of price of undivided proportionate share of land, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment, Phase II of the Project and the Whole Project.
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- 1.9. It is made clear by the Owner/Promoter and the Allottee agrees that the Apartment along with garage shall be treated as a single indivisible unit for all purposes. It is agreed that the Elita Garden Vista Project is an independent, self-contained Project covering the Whole Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee as morefully mentioned clause No. E herein above. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of all such phases to be developed by the Owner/Promoter in the Whole Project Land.

- 1.10. The Owner/Promoter/Owner agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, , including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/Owner fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter/Owner agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11. The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment, which includes token amount/any advances paid at the time of application the receipt of which the Promoter/Owner hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as detailed in Schedule D as may be demanded by the Promoter/Owner within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter/Owner abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter/Owner, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter/Owner payable at Kolkata at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter/Owner with such permission, approvals which would enable the Promoter/Owner to fulfill its obligations under this, Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee

understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2. The Promoter/Owner accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter/Owner 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/Owner immediately and comply with necessary formalities if any under the applicable laws, The Promoter/Owner shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter/Owner shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter/Owner shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees subject to the same being formed and registered.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Part II of Schedule B and Schedule C which has been approved by the competent authority, as represented by the Owner/Promoter. The Owner/Promoter/Owner shall develop the Phase II of the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Owner/Promoter/Owner undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Phase II of the Project, other than in the manner provided under the Act, and breach of this term by the Promoter/Owner shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1. Schedule for possession of the said Apartment - The Promoter/Owner agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees is the essence of the Agreement. The Promoter/Owner assures to hand over possession of the Apartment immediately on receipt of total consideration since Occupancy Certificate for the Block is obtained on 18.02.2021.
- 7.2. **Procedure for taking possession** - The Promoter/Owner, after obtaining occupancy certificate for the respective Block from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement immediately on execution hereof subject to payment of all amount due and payable under this Agreement and Registration of Deed of Conveyance. The Promoter/Owner agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Owner. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Promoter/association of allottees, as the case may be from the date of the handover of the Physical Possession. The Promoter/Owner shall hand over the photocopy of completion certificate of the respective Block to the allottee at the time of conveyance of the same.
- 7.3. **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter/Owner as per para 7.2, the Allottee shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, municipal tax and other outgoings and further holding charge of Rs.5,000/- per month or part thereof for the period of delay of to taking possession. Further The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. And Further, the Owner/Promoter shall not be responsible for any damage caused to the Apartment on account of delay on the part of the Allottee in taking over possession and in such event the Allottee shall have to take possession of the same on "as is where is basis". The Owner/Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.
- 7.4. **Possession by the Allottee-** After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be

the responsibility of the Owner/Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee upon its formation and Registration;

Provided that, in the absence of any local law, the Promoter/Owner shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days upon formation and registration of the association of allottees.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner/promoter, the Owner/promoter herein is entitled to forfeit the booking amount paid for the allotment.

- 7.6. **Cancellation by Allottee-** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner/promoter, the Owner/promoter herein is entitled to forfeit the booking amount paid for the allotment.

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

Except for occurrence of a Force Majeure event, if the Owner/promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Owner/Promoter shall be liable, on demand to the allottees, 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 Owner/Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

8. REPRESENTATIONS AND WARRANTIES OF THE Promoter/Owner:

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

- (i) The Owner/Promoter has absolute, clear and marketable title with respect to the Whole Project Land; the requisite authority and rights to carry out development upon the Whole Project Land and absolute, actual, physical and legal possession of the Whole Project Land for the Project;
- (ii) The Owner/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The Owner/Promoter confirms that presently there are no encumbrances upon the Whole Project Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment save and except as below:

Sl. No.	Case No.	Parties	Court	Issue
1	WP 15903(W) of 2018	Rajan Kr Prasad & Ors. v. NKDA & Ors.	Calcutta High Court, 13 th Bench, Hon'ble Justice Mr. Debanshu Basak	46 EGV owners of Phase-I challenged the revised sanctioned plan dated 20.08.2015 by NKDA
2	T. S. 894 of 2017	Krishnokoli Dasgupta v. Elita Garden Vista Project (P) Ltd & Anr.	6 th Bench, City Civil Court, Calcutta	The suit has been filed for declaration of purported notice dated 05.06.2017 and special general meeting dated 04.06.2017 as illegal, unauthorized, null and void and no further effect can be given thereto.
	Association	EGV Phase-I Owners	Competent Authority	We submitted Form B for rectification of the errors in the initial Form A, and the

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas till the date of handing over of the project to the association of allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees once the same being formed and Registered;

- (x) The Schedule Property 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 Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities of the respective Block, as agreed to between the parties, and for which Block's occupation certificate, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the

apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid by the allottee by deducting the booking amount and this Agreement shall thereupon stand terminated, .

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Schedule - D under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the completion certificate, as the case may be, to the allottee.

However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as morefully mentioned in clause 7.3 of this agreement.

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

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

12. DEFECT LIABILITY:

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

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to

permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment/ Plot].
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4. That on and from the date of possession of the said flat/unit, the Allottee shall observe and perform bye -laws of Apartment Ownership Act and obligation on its part.

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

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act save and except as agreed and mentioned above in recital “E” above.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

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

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT :

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post or Speed post with acknowledgement at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to

the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

34. MISCELLANEOUS:

34.1. The Allottee aware that the price of the Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Owner/Promoter and the Allottee shall not claim, demand or dispute in regard thereto.

34.2. The Allottee prior to execution of the Deed of Conveyance nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Owner/Promoter subject to payment of administrative charges @100/- (Rupees One Hundred only) per sqft and applicable taxes to the Promoter.

34.3. The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.

34.4. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume

any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

- 34.5. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Owner/Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Owner/Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Part II of Schedule B.
- 34.6. The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 34.7. The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project or Complex.
- 34.8. In the event of cancellation of allotment after deducting cancellation amount as per clause no. 7.5 the balance amount paid by the allottee (other than the amounts towards GST, taxes, levies, duties, cess, and/or stamp duty and registration charges paid/demanded till the date of cancellation) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Owner/Promoter.
- 34.9. If due to any act, default or omission on the part of the Allottee, the Owner/Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Owner/Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Owner/Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.10. The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject

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

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

34.12. The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned in Schedule C. Owner/Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge.

- a) Establishment and all other capital and operational expenses of the Association.
- b) All charges and deposits for supplies of common utilities.
- c) All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- d) Cost of operating the fire fighting equipments and personnel, if any.
- e) All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- f) All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Flat) walls of the New Building/s.

- g)** All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- h)** Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Purchaser.
- i)** Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- j)** The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- k)** All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

34.13. It is clarified that the Defect liability as indicated above is the responsibility of the Promoter, shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit

/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

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

34.15. That on and from the date of possession of the said flat/unit, the Allottee shall:

- a) Co-operate in the management and maintenance of the said Housing Complex.
- b) Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said 'Housing Complex'.
- c) Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @24% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Complex" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - to discontinue the supply of electricity to the "Said Unit";
 - to disconnect the water supply;
 - not to allow the usage of lifts, either by Purchaser, his/her/their family members, domestic help and visitors;
 - to discontinue the facility of DG Power back-up;
 - to discontinue the usage of all amenities and facilities provided in the said Housing Complex to the Purchaser and his/her/their family members/guests;

- e) The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Purchaser.
- f) Use the said flat/unit for residential purpose only.
- g) Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.
- h) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i) Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j) Not to place or cause to be placed any article or object in the common area.
- k) Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- l) Not to park any vehicle 2/4 wheeler, in the said 'Housing Complex', unless the facility to park the same is obtained and/or acquired by Allottee.
- m) Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the complex, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- o) Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said residential complex.
- p) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the

elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Flat' which in the opinion of the Developer/ Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer / Society / Association may affect the elevation in respect of the exterior walls of the said building.

- q) Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- r) Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- s) Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else, or excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- t) Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said flat / unit in favour of the Purchaser.
- u) Use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function / meeting by all the flat owners of the complex. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said 'Housing Complex' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to

celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

- v) To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Complex, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- w) To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Purchasers.
- a) Presently bulk supply of electricity is available. Till individual meter is available the Owner/Promoter shall provide individual sub-meters to the allottees upon payment by them of the proportionate security deposit payable to WBSEDCL. / any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEDCL. / any other electricity supply agency from time to time and all allottees shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEDCL. / any other electricity supply agency, as per the norms of WBSEDCL. / any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Owner/Promoter for supply of electricity through sub meters. In the event, any portion of land is needed to be gifted to WBSEDCL or any other Service Provider for setting up of transformers or any other equipment to enable supply of electricity in the Project, the Allottee hereby accords his/their consent to the same and further agrees not to raise any disputes whatsoever in regard of such gift of land to WBSEDCL or the Service Provider, as the case may be. Advance maintenance charges shall be used towards recurring common maintenance charges including service tax or any other taxes payable by the Association in this regard, wherever applicable. In case, there is an increment in the cost of common area maintenance, the Association shall intimate the proportionate increase in the advance maintenance charges as well as the contribution to corpus fund to the Purchaser and the same shall be paid by the Purchaser within the time period intimated by the Association. The Purchaser hereby agrees that the Association may maintain itself or hand over the maintenance of the residential complex to any maintenance agency at its sole discretion and the Purchaser is required to pay the advance maintenance charges and the per month maintenance charges including any increment thereon to the Association/the

maintenance agency, at the direction of the Association. Any delayed payment of advance maintenance charges/the per month maintenance charges/any increment thereon will attract interest payable at the rate of 24 % per annum by the Purchaser from the due date till the date of payment. It is further clarified that In case Purchaser defaults in making payment or withholding the maintenance charges on any ground whatsoever in such event Association/Maintenance Agency as the case may be will be at liberty to recover and/or appropriate such deficit / outstanding amount out of the Maintenance Corpus Fund which the Purchaser hereby consents. The Association/Maintenance Agency as the case may be shall issue notice to the defaulting Purchaser for replenishment of the same and will also be reflected in the books of accounts, whereby the Association/Maintenance Agency as the case may be will have the right and authority to recover the same in order to replenish the Maintenance Corpus Fund of the Purchaser who hereby consents to the same.

- b)** The deposits/other charges or levies demanded or required to be paid to New Town Kolkata Development Authority (NKDA) or any other competent authorities providing water, electricity (presently Electricity being provided through Bulk Metering basis) and sewerage disposal systems and other services, Pollution Control Authority/ Board, Fire Force Department, Village Panchayat or other Governmental/ statutory authority and GST, or other taxes/ levies payable to central/ state government or others from time to time, betterment or other levies in regard to the construction of the said Unit and proportionate cost of cable, transformers, pollution control equipment, fire fighting equipment and the installation thereof.
- c)** Any other tax, duty, fee or levy in relation to transfer of the said Property, which may be imposed by the Government or Local Authority from time to time, shall be borne by the Purchaser
- aa)** The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Phase II, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases of the Project.

34.16. It is further clarified that, Common Areas, Amenities and Facilities of the Whole Project which are common to all Phases shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Owner/Promoter to accommodate future plans of development of other parts or phases of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have hereby granted an unconditional approval and consent to such change in all such Common Areas, Amenities and Facilities common to all Phases of the Whole Project.

Name:

Address:

(2) Signature:

Name:

Address:

**Schedule A
PART I
(TOTAL LAND)**

ALL THAT piece and parcel of land measuring about 99,983 sq metre/cottahs more or less being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area, IIIE, New Town, Kolkata- 700135, Police Station New Town, Vill & P.O. Akandakeshari, District N 24 Parganas presently in the Panchayat area and butted and bounded as follows:

On the East	:	Peripheral Canal
On the West	:	15M wide green verge and 48 M. wide road thereafter
On the North	:	48 M. wide road and Peripheral Canal
On the South	:	Plot No. 111E/5 and Park/Play Ground

**PART II
(WHOLE PROJECT LAND)**

ALL THAT piece and parcel of land measuring about 93,983.856 sq metre more or less consisting of both Phase I and Phase II being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area IIIE, New Town, Kolkata-700135, Police Station New Town, Vill & P.O. Akandakeshari. District N 24 Parganas presently in the Panchayat area.

**PART III
(PHASE II LAND)**

ALL THAT piece and parcel of land measuring about 47,926 sq metre more or less undivided proportionate land consisting of Phase II being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area IIIE, New Town, Kolkata-700135, Police Station New Town, Vill & P.O. Akandakeshari. District N 24 Parganas presently in the Panchayat area.

**PART IV
(COMMUNITY FACILITY LAND)**

ALL THAT piece and parcel of land measuring about 5,999.144 sq metre/cottahs more or less being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area IIIE, New Town, Kolkata-700135, Police Station New Town, Vill & P.O. Akandakeshari. District N 24 Parganas presently in the Panchayat.

PART V (DEVOLUTION OF TITLE)

- A.** By an Indenture of Sale dated the 22nd of February, 2007 made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCL) and Magus Bengal Developers Pvt. Ltd. (subsequently known as Keppel Magus Development Private Limited and now known as Elita Garden Vista Project Private Limited) and registered in the office of Additional District Sub-Registrar Bidhannagar (Salt Lake City) in Book No. I Volume No. 59, Pages No. 117 to 126, Being No. 00945 for the year 2007. WBHIDCL sold and transferred to Magus Bengal Developers Pvt. Ltd. the piece and parcel of land measuring about 48,573.66 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4/1 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, P.S. Rajarhat District: North 24 Parganas at or for the consideration therein mentioned and on the terms and conditions therein mentioned and thus, the Vendor herein became the sole and absolute owner of all that piece and parcel of land measuring about 48,573.66 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4/1 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata.
- B.** By an Indenture of Sale dated the 20th of March, 2007 made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCL) and Magus Bengal Developers Pvt. Ltd. (subsequently known as Keppel Magus Development Private Limited and now known as Elita Garden Vista Project Private Limited) and registered in the office of Additional District Sub-Registrar. Bidhannagar (Salt Lake City) In Book No. 1, Volume No. 94, Pages No. 70 to 80, Being No. 1518 for the year 2007. WBHIDCL sold and transferred to Magus Bengal Developers Private Ltd. the piece and parcel of land measuring about 51,409.34 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, P.S. Rajarhat, District North 24 Parganas at or for the consideration therein mentioned and on the terms and conditions therein mentioned and thus, the Vendor herein became the sole and absolute owner of all that piece and parcel of land measuring about 51,409.34 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E/4 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata.

The Vendor is in possession of and entitled to the land measuring 48,573.66 Sq. Metre more or less and land measuring about 51,409.34 Sq. Metres more or less both aggregating to 99,983 Sq. Metre at Premises No. (Erstwhile plot No. 111E-4/1 and 111E-4 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata (hereinafter called “**the Total Land**”) more fully described in the **Part I of Schedule A** hereunder written.

Laminated Flush door with Timber frame
Fully glazed aluminium sliding door in balcony

Bathrooms

Master Bathroom: Glass shower curtain as per architects plan
CP fittings of Grohe/Hindware/Kohler or equal make.
Sanitary fittings of Kohler/Parryware/Hindware or equivalent makes.

Kitchen

Polished granite counter top
Ceramic Tiles Upto 600mm above the Kitchen Counter
Stainless steel sinks with hot and cold-water mixer.

Electrical:

Concealed conduit with PVC insulated copper wires, modular switches inside apartment
Riser line shall be armoured aluminium cable.
Power points in the apartment at certain locations
Cable TV and Telephone Point will be provided in living and master bedroom
Mandatory power back up

Lifts

Provision for lifts of reputed makes for each block.

NOTE

Vitrified & Granite

Vitrified Tiles and Granite are heterogeneous materials containing veins, fissures and with tonal differences. Because of firing, slight variation from the standard colour is unavoidable for Vitrified Tiles. There will be colour and markings caused by their complex mineral composition and incorporated impurities. As such, it is impossible to guarantee homogeneity. Granite slabs are pre-polished before laying and care will be taken for their installation. However granite being a hard material cannot be re-polished after installation. Hence, some imperfections may be seen at the joints. Although the vitrified and granite tiles/slabs are cut and produced by available standards of workmanship and machinery, the surfaces of these materials are not perfectly straight or flat and it is not always possible to avoid the resultant gaps/voids formed beneath the vitrified and granite tiles/slabs after installation. The tonality and pattern of vitrified or granite selected and installed shall be subject to availability.

Warranties

Where warranties are given by the manufacturers and/or contractors and/or suppliers of any of the equipment and/or appliances installed by the Vendor at the said Unit, the Vendor shall assign to the Purchaser such warranties at the time when possession of the said Unit is delivered to the Purchaser..

Air-Conditioning

At the time of handover, in case of LT metering, the purchaser must apply for the electricity connection from the concerned authority. Commissioning of the Air-conditioners in an apartment at the time of handover is subject to availability of the electricity connection to the said Apartment and physical presence of the purchaser or its representative. The same can be done even after the handover of the apartment to the purchasers but before expiry of the defect liability period. Vendor shall not be responsible for the commissioning of the air conditioner due to non-availability of the electrical connection or the physical presence of the purchaser during the defect liability period. After defect liability period, under no circumstances, will the vendor have any liability and the purchasers shall make its own arrangement for the commissioning of the air-conditioner and its maintenance.

Brands and Models

The brand(s) and model(s) of equipment, sanitary wares, fittings, accessories and other appliances to be supplied by the Vendor may be changed with equivalent brand subject to availability.

Glass

Glass is a manufactured material that is not 100% pure. Nickel sulphide impurities may cause spontaneous glass breakage in certain pieces of tempered glass that may be used where applicable. It is difficult to detect nickel sulphide impurities prior to the breakage, which may occur in all tempered glass by all manufacturers. The Purchaser is recommended to take up home insurance covering glass breakage to cover this possible event.

Through out the execution of all items of work including flooring material, doors, aluminium etc, the relevant norms and standard of existing current Indian Standard Code shall be followed.

Disclaimer:

Whilst reasonable care has been taken in preparing the brochure and constructing the model and the sales gallery/show unit (SGSU), the Vendor and its agents shall not be held responsible for any inaccuracies in their contents or between the SGSU and the actual unit.

All statements, literature and depictions in the SGSU are not to be regarded as a statement or representations of the fact.

Visual representation such as layout plans, finishes, illustrations, pictures, photographs and drawings contained in the SGSU are artists' impressions only and not representation of fact. Such representations are for general guidance only and should not be relied upon as accurately describing any specific matter.

All information, specifications, plans and visual representations contained in the promotional materials including News Paper, SGSU etc. are subject to changes from time to time by the Vendor and/or the competent authorities and shall not form part of the offer or contract. The Sale & Purchase Agreement shall form the entire agreement between the Vendor and the Purchaser and shall in no way be modified by any statements, representations or promises (whether or not contained in the SGSU and/or made by the Vendor and its agents) made.

No part of the SGSU shall constitute a representation or warranty. The floor plans are approximate measurements and subject to final survey.

SCHEDULE C PART I
(COMMON AREAS, AMENITIES & FACILITIES OF THE WHOLE PROJECT)
(Recreation Facilities)

1. Main Entrance Rotunda
2. Entrance gate with project signage
3. Screen trees
4. Main entrance water feature
5. Entry plaza with sculpture
6. Party plaza
7. Exercise plaza
8. Jogging path
9. Resting corner / Meditation walk with trellis
10. Aroma garden (5 sense garden)
11. BBQ Corner
12. Children play ground
13. Water stream with GFRC rock
14. Sculpture patio
15. Multi purpose plaza

Annexure I (Whole Project Land)

