

AGREEMENT FOR SALE OF FLAT

THIS AGREEMENT is made on this the _____ day of _____ '202__ (Two Thousand Twenty____)

B E T W E E N

1. **SRI. LAKSHMI NARAYAN DE**, son of Late Rajendra Nath De, by faith – Hindu, occupation:- Retired, by Nationality – Indian, residing at 272 No. Dey Para, P.O. & P.S. – Chinsurah, District – Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 374058601042, Pan No : AYZPD4308D,

2. **SRI. DILIP KUMAR DE**, son of Late Rajendra Nath De, by faith – Hindu, occupation:- Retired, by Nationality – Indian, residing at 272 No. Dey Para, P.O. & P.S. – Chinsurah, District – Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 568683996498, Pan No : AECPD5684D,

3. **SMT. NAMITA DEY**, wife of Late Ashok Kumar Dey, by faith – Hindu, occupation:- House wife, by Nationality – Indian, residing at 272 No. Dey Para, P.O. & P.S. – Chinsurah, District – Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 790609225084, Pan No : ERHPD8152A,

4. **SRI. AYAN KUMAR DEY**, son of Late Ashok Kumar Dey, by faith – Hindu, occupation:- Business, by Nationality – Indian, residing at 272 No. Dey Para, P.O. & P.S. – Chinsurah, District – Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 222917225511, Pan No : AOBPD6011R,

5. **SMT. ANIMA DE**, Daughter of Late Rajendra Nath De, by faith – Hindu, occupation:- House hold work, by Nationality – Indian, residing at 272

No. Dey Para, P.O. & P.S. – Chinsurah, District – Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 902910557422, Pan No : ERTPD7594A, **represented by its constituted attorney DONA CONSTRUCTION & PROJECTS PVT. LTD.** (CIN No. _____), Pan No : AADCD1921D, having its registered office at Crooked Lane , Po & P.S. - Chinsurah, Dist - Hooghly, Pin 712101, West Bengal, represented by its present Chairman cum Managing Director Subrata Mukherjee, S/O Late Shyama Prosad Mukhrjee, residing at Crooked Lane , P.O & P.S. - Chinsurah, Dist - Hooghly, Pin 712101, West Bengal, (Aadhar no. _____), (Pan No. AGXPM6680R), hereinafter referred to as **OWNERS**.

AND

DONA CONSTRUCTION & PROJECTS PVT. LTD. (CIN No. _____), a company incorporated under the provisions of the Companies Act, _____ having its registered office at Crooked Lane , P.O & P.S. - Chinsurah, Dist - Hooghly, Pin 712101, West Bengal (PAN No-AADCD1921D), represented by its present Chairman cum Managing Director Subrata Mukherjee, S/O Late Shyama Prosad Mukhrjee, residing at Crooked Lane , P.O & P.S. - Chinsurah, Dist - Hooghly, Pin 712101, West Bengal, (Aadhar no. _____), (Pan No. AGXPM6680R), authorized vide board resolution dated..... hereinafter referred to as the "**PROMOTER/DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

Mr. / Ms., (Aadhaar no.) son/daughter of Sri/Late, aged about _____ years, residing at, (PAN), 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 assignees).

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

WHEREAS

A. All the piece and parcel of land measuring about 0.146 acre or 8 cottah 13 chittak 22.5 sq. ft. more or less Bastu Land at Mouza & P.S:- Chinsurah, in the District of Hooghly hereinafter referred to as the "said property" originally belonged to one Rashik Lal Mallik, son of Late Shib Chandra Mallik of Chinsurah Dutta Ghat.

B. Rashik Lal Mallik enjoyed the said land by paying land revenue to Hooghly Collector and Sri Babu Kshetronath Shil the then Zamindar of the land.

C. Rashik Lal Mallik while enjoying the aforesaid land transfer the same to one Sri Babu Chuni Lal Dey, son of late Jadav Chandra Dey of Chinsurah Panchanontala, District- Hooghly, through instrument being no.1276 dated 17.08.1892 recorded in book no. I, Volume no.12, pages 234 to 237 registered at Deputy Register at Hooghly for the year 1892.

D. Chuni Lal Dey enjoyed the said land by paying the land revenue to the respective authority and enjoyed the peaceful possession without any disturbance from any corner.

E. Chuni Lal Dey while enjoying the aforesaid land and building thereupon died leaving behind his wife Basanta Kumari Dasi and two sons named Surendra Nath Dey and Prahlad Chandra Dey.

F. As per law of Hindu Succession the said Surendra Nath Dey and Prahlad Chandra Dey became the owner of the property left by Chuni Lal Dey and Basanta Kumari Dasi got the life interest over the aforesaid property.

G. Prahlad Chandra Dey became the owner of undivided half share of the aforesaid property where in Basanta Kumari Dasi got the life interest.

H. Prahlad Chandra Dey and Basanta Kumari Dasi while enjoying their respective interest over the property executed an English mortgage in favour of Kali Charan Nandi, son of Late Shiv Narayan Nandi of Chinsurah Kamar Para Bazar, P.S :- Chinsurah, District- Hooghly against loan of Rs. 4,000.00 only through instrument dated 20.02.1924 registered before the Sadar Sub Register of Hooghly.

I. Prahlad Chandra Dey and Basanta Kumari Dasi failed to repay the aforesaid loan amount to Kali Charan Nandi resulting the said Prahlad Chandra Dey and Basanta Kumari Dasi executed a sale deed for interest of equity of reduction in favour of Kali Charan Nandi through instrument being no.607 dated 04.03.1925 registered before the Sadar Sub Register of Hooghly recorded in Book No. I, Volume No.10, pages 142 to 145.

J. Kali Charan Nandi became the owner of undivided half share of the aforesaid property.

K. Surendra Nath Dey who was the owner of undivided half share of the aforesaid property died leaving behind his wife Khirod Kumri Dasi, two sons Narendra Nath Dey and Rajendra Nath Dey as his legal heirs and successors, the said Basanta Kumri Dasi died in the mean time..

L. Narendra Nath Dey and Rajendra Nath Dey became the owner of undivided half share of the property left by the Surendra Nah Dey and Khirod Kumari Dasi got the life interest of the aforesaid property.

M. Kali Charan Nandi while enjoying the aforesaid land without any disturbance from any corner with the co-sharer of the property sold the same to one Khirod Kumari Dasi, wife of Late Surendra Nath Dey, who happen to be the half sharer of the aforesaid property through sale deed being no.2470 dated 17.06.1925 registered of Calcutta recorded in Book no. I, Volume No. 79, pages 36 to 41.

N. Khirod Kumari Dasi enjoyed the aforesaid property by paying the land revenue and municipal Tax time to time.

O. On introduction of Cadesrtial Survey the aforesaid land was recorded as C.S. Dag No. 5904 under C.S. Khatian No.3434 and C.S Dag No. 5931 under C.S. Khatian No. 1408 of Mouza – Chinsurah.

P. Khirod Kumari Dasi while enjoying the aforesaid land purchased from Kali Charan Nandi died leaving behind a will involving the aforesaid property along with other properties executed on Bengali dated 11 Falgun 1339 wherein she appointed her two sons Narendra Nath Dey and Rajendra Nath Dey as the executer of the will.

Q. Khirod Kumari Dasi died leaving behind the said Narendra Nath Dey and Rajendra Nath Dey as her only legal heirs and successors.

R. Narendra Nath Dey and Rajendra Nath Dey filed an application for grant or probate of the aforesaid will under Sec 289 of the Indian Successions Act 1925 before the court of District Delegate of Hooghly being Case no. 72 of 1941 which was later transferred to first Sub Judge at Hooghly resulting renumber of the case being no. 40 of 1941.

S. Hon'ble Brojendra Saran Sanyal the then District Delegate Hooghly issued the probate of the aforesaid will in favour of Narendra Nath Dey and Rajendra Nath Dey on 7th January 1942 thereafter the said Narendra Nath Dey and Rajendra Nath Dey complete the formalities by depositing the required court fees assessed against the valuation of the Estate of the deceased Khirod Kumari Dasi for the estimated valuation of Rs.1,02,624.00.

T. Narendra Nath Dey and Rajendra Nath Dey became the owner of the absolute property at C.S. Dag no.5904 and 5931 of Mouza – Chinsurah, J.L. no. 20, District:- Hooghly by virtue of the aforesaid will and probate and as successors of Late Surendra Nath Dey.

U. On introduction of Revisional survey the aforesaid land was recorded as R.S. Dag No.5904 measuring 0.232 acre under R.S Khatian No. 4708, 4709 and 4710 and R.S. Dag No.5931 measuring 0.046 acre under R.S. Khatian No. 1408, both are of Mouza- Chinsurah, District- Hooghly.

V. On introduction of West Bengal Estate Acquisition Act the aforesaid lands were not affected and the owners of the land became the direct tenant under the Government.

W. On introduction of West Bengal Non Agricultural Tenant act the said land was not affected.

X. The said Narendra Nath Dey while enjoying the half share of the aforesaid property died in the year 1958 leaving behind his wife Smt. Jogomaya Dey, two sons Debabrata Dey and Satyabrata Dey and two Married daughters Basanti Mallik, and Padmaboti Mallik as his legal heirs and successors as per Hindu Succession Act 1956.

XA. The said Smt. Jogomaya Dey, Debabrata Dey, Satyabrata Dey, Basanti Mallik and Smt. Padmaboti Mallik jointly owners of the undivided half share of the aforesaid property and Rajendra Nath Dey became the owner of undivided rest half share of the aforesaid property.

XB. The said Smt. Jogomaya Dey, Debabrata Dey, Satyabrata Dey, Basanti Mallik and Smt. Padmaboti Mallik each of them became the owner of undivided 1/10th share of property and the aforesaid Smt. Jogomaya Dey, Debabrata Dey, Satyabrata Dey, Basanti Mallik and Smt. Padmaboti Mallik each of them owner of undivided 1/5th share of the property Left by their father Narendra Nath Dey.

XC. The said Basanti Mallik while enjoying the undivided 1/5th share of the aforesaid property executed a Gift deed in favour of her brothers Debabrata Dey and Satyabrata Dey through gift deed being no. 7121 for the year 1965 recorded in Book no. I, Volume No. 73, pages 257 to 260 registered before the sub registrar at Hooghly.

XD. The said Padmabati Mallik while enjoying the undivided 1/5th share of the aforesaid property executed a Gift deed in favour of her brothers Debebrata Dey and Satyabrata Dey through gift deed being no. 7122 for the year 1965 recorded in Book no I, Volume No. 73, pages 261 to 264 registered before the sub registrar at Hooghly.

XE. The said Jogomaya Dey became the owner of undivided 1/10th share of the aforesaid property Debabrata Dey became the owner of undivided 1/5th share of the aforesaid property, Satyabrata Dey became the owner of undivided 1/5th share of the aforesaid property, Rajendra Nath Dey became the owner of undivided half share of the aforesaid property.

XF. The said Rajendra Nath Dey, Smt Jogomaya Dey, Sri Deabrata Dey, Satyabrata Dey while enjoying the respective share of the aforesaid property for proper administration of the same executed a partition deed on 24.05.1966 before the Sadar Joint Sub Registry Office at Chinsurah District Hooghly being original Deed No. 4530.

XG. Through the aforesaid partition deed the said Jogomaya Dey, Deabrata Dey, Satyabrata Dey jointly became the owner of demarcated 0.132 acre of land along with building at R.S. Dag No. 5904 under R.S. Khatian No. 4708, 4709 and 4710 of Mouza – Chinsurah, P.S.- Chinsurah, District:- Hooghly.

XH. The said Rajendra Nath Dey through the aforesaid partition deed became the owner of the demarcated land and building at P.S. and Mouza – Chinsurah, J.L. No. 20, R.S. Khatian no. 4710, 4708 and 4709 corresponding to L.R. Khatian no.5770 and 15571, R.S. Dag No. 5904 and 5931 corresponding to L.R. Dag No. 7385 and 7358, total measuring 0.146 acre or 8 cottah 13 chittak 22.5 sq. ft. more or less on Holding no. 51/36, Mohalla – Dey Gali.

XI. On introduction of urban land (Ceiling and Regulation Act) the land was declared as retained land of the owners.

XJ. The said Rajendra Nath Dey prior to his death executed a registered will whereby he gives life interest over the entire property to his wife, after the death

of the wife the entire property would be transferred to his three sons named Lakshmi Narayan De, Dilip Kumar De and Ashok Kumar Dey, and at that point of time the then unmarried girl name Anima De, and Tapati De shall enjoy the life interest of the property in a condition that if any of the daughter or both the daughters married then the life interest over the property will be ceased, and there was further condition of maintenance of the unmarried daughter by the sons. The will was duly probated on 3rd December 1985 by the Learned District Delegate at Hooghly.

XK. The wife of the said Rajendra Nath Dey died and one of the daughter name Tapati De was married as a result the property was devolved upon the three sons and Anima De got life interest over the property in a condition that her brothers will maintain her.

XL. The said Dilip Kumar De and Ashok Kumar Dey filed a partition suit for partitioning the entire property being T.S. Case No.96 of 2004 against the said Lakshminarayan De and others.

XM. The said Anima De filed a Suit for maintenance being no.139 for the year 2006 against the said two brothers Dilip Kumar De and Ashok Kumar Dey, before the Learned Court of the Civil Judge, Junior Division, Chinsurah, at Hooghly. The Learned Court on 30.08.2011 directed the defendant of the suit to give Rs.1500.00 per month as maintenance to the said Anima De. The Defendant challenged the said order before the Learned District Judge at Hooghly being Title Appeal No. 22 of 2011 and prayed for interim stay upon the aforesaid order. The Learned District Judge rejected the interim stay application on 25.01.2012.

XN. The aforesaid T.S. Case No. 96 of 2004 was dismissed for default for Non Appearance on 27.07.2012.

XO. The said Lakshminarayan De and Anima De filed a Suit for partition being T.S. No.399 of 2012 before the Court of the Learned Civil Judge, Senior Division, 1st Court at Chinsurah, Hooghly and during pendency of the suit the said Ashok Kumar Dey died leaving behind his wife Smt. Namita Dey and son Sri Ayan Kumar Dey as his legal heirs and successors as per provision of Hindu Succession Act 1956 and the said Smt. Namita Dey and Ayan Kumar Dey was substituted as defendants of the suit in place of their father Ashok Kumar Dey.

XP. In the said **suit** ultimately the present owners herein became the parties of the suit for partition and jointly they arrived in an amicable settlement and filed a compromise petition before the Learned Court and the Learned Court by virtue of the order dated 10.10.2018, allowed the Compromise Petition and as per terms of the compromise the said Lakshminarayan De, Anima De and Dilip Kumar De each of them got the undivided 1/4th share of the aforesaid property and Namita Dey and Ayan Kumar Dey jointly got the undivided 1/4th share of the property. The said suit was decreed on 20.07.2019.

XQ. On introduction of the Land Reforms survey the aforesaid land was recorded as L.R. Dag No. 7385 and 7358 of Mouza- Chinsurah. J.L. No. 20, P.S :- Chinsurah, District:- Hooghly.

XR. The owners became the joint owners of the land and building at P.S. and Mouza – Chinsurah, J.L. No. 20, R.S. Khatain no. 4708, 4709 and 4710, R.S. Dag No. 5904, 5931, L.R. Dag No. 7385 and 7358, under L.R. Khatain no.16483, 16484, 16486, 16487 and 16488 total land measuring 0.146 acre or 8 cottah 13 chittak 22.5 sq. ft. more or less and Holding no. 51/36, Mohalla – Dey Gali.

XS. The owners being the joint absolute owner of the aforesaid property enjoyed the same by paying the land revenue and municipal tax time to time without any disturbance from any corner.

XT. The said Land Owners 1. Lakshmi Narayan De, 2. Dilip Kumar De, 3. Namita Dey, 4. Ayan Kumar Dey and 5. Anima De considering the dilapidated condition of existing building on the "A" schedule land decided to make multi-storeyed building on the said land by appointment of Developer who at its own cost and responsibility shall complete the construction on the said land.

XU. The DEVELOPER herein is also the DEVELOPER CUM PROMOTER has been carrying on the business of construction of ownership flats and shopping complex in different places at Hooghly and other places and the said OWNER approached the DEVELOPER for construction of multi-storied building over the "A" Schedule property at its own cost and the Developer also agreed to make construction of Multistoried building over the 'A' Schedule property.

XV. The DEVELOPER on behalf of the Owner No.1. Lakshmi Narayan De, No.2. Dilip Kumar De, No.3. Namita Dey, No.4. Ayan Kumar Dey and No.5. Anima De and on the basis of verbal agreement obtained a building plan for multistoried building sanction by the Hooghly-Chinsurah Municipality in favour of the Owners against Building Plan No.B/381(19-20), dtd.14.03.2020.

XW. As such the said Owners of the said property more fully and particularly mentioned and described in the First Schedule hereunder written and/or has given for the purpose of Development and / or promotion of the First Schedule property has given the Authority of Promotion and / or construction to the DEVELOPER herein by a Development Agreement along with Power of Attorney dated 25.09.2020 being no.02917 of 2020, registered before the Additional Registrar of Assurance-1, Kolkata, recorded in Book No.I, Volume No.1901-2020, Pages from 146823 to 146876.

Continued...Page

XX. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. ; on _____ under registration;

XXA. The Allottee had applied for an apartment in the Project vide application no..... dated and has been allotted apartment no. having carpet area ofsquare feet, type....., on.....floor in [block] no..... along with garage/closed parking no.admeasuring square feet in the as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

XXB. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

XXC. Additional details

- a. That if the allottee wishes to sell or transfer the said flat to any other third party before the registration of the said flat, the allottee will have to pay 5% of the collector value of the flat to the PROMOTER and take NOC from the PROMOTER before any such transfer.
- b. After possession of the FLAT the allottee shall not disturb any of the internal and the external walls, columns, beams, elevations etc. without prior written permission from the PROMOTER.

XXD. 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;

XXE. 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.

XXF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the parking (if applicable) as specified in paragraph G.

XXG. That as per record in Concern Municipality and BL & LRO that nature of land is Bastu, therefore Urban Land Ceiling Act is not Applicable in the said land.

XXH. That the said land was never required /acquired under Act I or Act II till the date and not vested under any provision of law including Urban Land (Ceiling and Regulation) Act.

XXI. That the said land was not subject matter of any pending suit, appeal, The Securitization and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002, any proceeding for liquidation of the assets before the National Company Law Tribunal, Income Tax Tribunal, Sale Tax Tribunal and others and the said land is free from all encumbrances.

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:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment] as specified in **paragraph H;**

The Total Price for the [Apartment] based on the carpet area is Rs...../= (Rupees..... only ("Total Price") (Give break up and description):

Block no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
---	------------------------------------

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

Explanation:

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment]:

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment] includes: 1) pro rata share in the Common Areas; and 2)garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation

to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments annum for the period by which the respective installment has been proposed. 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.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter 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 Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with

other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "DONA TWINS-RAIMA" 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.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, corporation or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to

whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs....., (Rupees only) as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment in favour of "DONA CONSTRUCTION & PROJECTS PVT. LTD." payable at Canara Bank, Chinsurah Branch.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in ScheduleC ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by The West Bengal Municipal (Building) Rules, 2007 and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said [Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter

shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 (thirty) days of receiving the occupancy certificate of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

Compensation –

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment] (i) in

accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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 him in respect of the [Apartment], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment]; 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;

- (v) 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;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (viii) 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 the Allottees;
- (ix) 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;
- (x) 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;
- (xi) 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 Promoter in respect of the said Land and/or the Project;
- (xii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (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 there under.

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 penal 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 specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for

every month of delay till the handing over of the possession of the [Apartment].

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 specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. 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 authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment].

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, 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.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's 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.

15. USAGE

Use of Service Areas: The service areas, if any, as located within the "DONA TWINS-RAIMA", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 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. 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 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] 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]. 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.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BYALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE 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/Plot/Building].

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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 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 Registrar/Sub-Registrar/ registrar of Assurance 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.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALL OTTEES

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 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.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

27. METHOD 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/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. 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.

29. PLACE OF EXECUTION

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

30. 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 at their respective addresses specified below:

..... Name of Allottee
..... (Allottee Address)

M/s Dona Construction & Projects Pvt. Ltd (Promoter name)

Crooked Lane P.O & P.S- Chinsurah, Dist - Hooghly, Pin 712101 (Promoter Address)

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

31. JOINT 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.

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 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 through the Adjudicating Officer appointed under the Act.

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

34. 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 Building, the Common Areas, the ground floor layout and/or the said Apartment 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 Corporation 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 ground floor layout, roof layout, including the Common Areas and its location 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/Agreed Consideration and that the total quantum of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.
 - (ii) The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction and completion as also regarding structural defect /damage shall be final and binding on the parties.
 - (iii) 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 Building, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or dispute or make any claim regarding the same.

- (iv) From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.
- (v) Within 30 days of 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 Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 2 months thereafter.
- (vi) 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 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.
- (vii) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building 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 or portion of the Building, 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.
- (viii) Besides the aforesaid rights mentioned in sub-clauses (vi) and

- (vii) 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 default or breach on the part of the Allottee.
- (ix) The Promoter shall be free to purchase/develop and contiguous/adjacent/adjoining to and/or accessible from the said Land (“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 driveways, pathways and passages in the said Land for access to the Adjacent Property as also use of the Club Facilities (defined below) on such terms and conditions as the Promoter may decide. The Promoter shall also be free to get the Adjacent Property . The Allottee undertakes not to raise any objection or dispute regarding any of the above and has consented to and/or hereby irrevocably consents to all of the above and no further consent shall be necessary in future.
- (x) Neither any of the (i) open and covered spaces in the Building and the said Land that are not included in the Common Areas mentioned in **Schedule E**,(ii) Roof of the Building at the Premises excluding the Common Roof Area, (iii) other Apartments, Apartment Units, Open Terraces and Car Parking Spaces in the Building (except the right to park medium sized car(s) in the said Car Parking Space) and / or the Premises, (iv) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area and (v) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area are 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 Promoter without the Allottee having any right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter shall be entitled to use, utilise, transfer, sell, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions and for such consideration as may be thought fit and proper by the Promoter in its 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 Promoter.

- (xi) The entitlement of the Allottee in respect of the Common Areas 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 roof (including Common Roof Area) of the Building and/or other areas in the Building and / or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of Common Expenses and no one including the Allottees and the Association shall be entitled to object or to hinder the same in any manner whatsoever. No one including the Allottees and the Association shall have any right to remove and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter.

- (xiii) Save and except the right of obtaining housing loan in terms of Clause 19 above, the Allottee shall not have any right or lien in respect of the said Apartment Unit till the Deed of Conveyance is executed and registered in favour of the Allottee after payment of all amounts by the Allottee.

- (xiv) Notwithstanding anything contained in Clause 12 hereinabove the Promoter 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 has taken over possession of the said Apartment, the Promoter will not take any responsibility of water proofing, 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 has taken over possession of the said Apartment, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d) If the Allottee after taking 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;
- 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. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- 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 / 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 there of.

- h) Any defect due to force majeure.
- i) Failure to maintain the amenities/equipment
- j) Due to failure of AMC
- k) Regular wear and tear
- l) If the Architect / Structural Engineer certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is here by expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter there as on able opportunity to inspect, assess and determine the nature of purported defect in the said Apartment, 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

- (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 finalized by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 30 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 Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Allottees 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 Allottees or to raise any issue relating to the Building or the Premises. The maintenance

of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building 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 Allottees, to the Association after adjusting its dues, if any.

- (xvii) All the Allottees as also the Allottee herein shall be co 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.
- (xviii) All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Allottee hereby consents to accept and sign the same.
- (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) The rules and regulations of the Association shall not be in consistent and / or contrary to the provisions and /or covenants contained herein and/or in the several Deeds of Conveyance which 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 abinitio.
- (xxi) All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Allottees of the Building including the Allottee herein.

- (xxii) The rights of the Promoter, the Maintenance Agency and the Association relating to certain matters are morefully specified in **Schedule** and the Allottee has irrevocably agreed to be bound by the same.

- (xxiii) The Allottee shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not in consistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Allottees and/or the Promoter.

- (xxiv) The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Building and the Premises including payment of Maintenance Charges, electricity charges, Corporation and other taxes and other out goings are morefully specified in Clause16 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 all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, Corporation 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 from the date of issuance of the Partial or Full Completion Certificate notwithstanding anything to the contrary contained in Clause16 or elsewhere in this Agreement. Such liability Shall continue till the same is paid by the Allottee or the Agreement /Allotment is cancelled/terminated.

- (xxv) 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 also irrespective of whether or not the Allottee is granted facility of parking any number of cars in the Mechanical Car Parking System by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so

granted) 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 Charges. Any use of the Mechanical Car Parking System by the Allottees including the Allottee (if so granted) 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 Car Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

- (xxvi) The certified copies of deeds relating exclusively to the Premises that are available with the Promoter along with related documents and certified copy of Plans of the Building shall be handed over by the Promoter to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

- (xxvii) From the date of offering the handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building 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 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 Allottees 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 Allottees 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 Promoter 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 Promoter and/or its directors, employees agents shall not have any liability or responsibility whatsoever under any circumstance and the same shall be the sole liability and responsibility of the Allottees including the Allottee herein and/or the Association.

- (xxviii) The Allottee has irrevocably consented and/or here by irrevocably consents that the Promoter 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 roof of the Building (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 Building and/or the Common Areas and such future Additional / Further Constructions /exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer 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 Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional /further constructions. The Promoter shall, if required, be entitled to obtain necessary permission /sanction from the concerned authorities regarding the above or get the same regularized /approved on the basis that the Promoter has 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/Agreed Consideration and that the total quantum of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.

- (xxix) Until a Deed of Conveyance is executed in favour of the

Allottee, the Allottee shall not be entitled to mortgage or encumber or sell 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 housing loan in terms of Clause 19 unless all the following conditions are complied with:-

- a) A minimum period of 1(one) year has passed from the date of this Agreement.
- b) There is no 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 sum calculated at the rate of 1 (one) per cent of total amount payable by the nominee including purchase price of the Allottee and his profit /nomination charges as transfer charges (hereinafter referred to as “**the Transfer Charges**”). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any. 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, 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 in which the Allottee owns at least 51 per cent of the entire equity share capital as also complete management control.
- e) The Allottee shall deposit with the Promoter No Objection Certificate from the Bank and/or a letter 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.
- g) Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Promoter 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.
 - h) An undertaking in writing being given by the Assign or/ 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 applicable stamp duty and registration fees including any additional stamp duty and registration fees that may be payable due to such nomination without raising any dispute.
- (xxx) After the execution and registration of the Deed of Conveyance, the Allottee may sell 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 sale 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 sell 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, Corporation and other taxes etc. relating to the said Apartment Unit payable to the Maintenance Agency, the Corporation and other concerned persons /entities are paid by the Allottee in full

prior to the proposed sale. Such dues, if any, shall in any event, run with such proposed sale.

- (xxxix) The Promoter shall be entitled to sell the Apartment Units on such terms and conditions as the Promoter may deem fit and proper which may be at variance with the terms and conditions applicable to the Allottee. Without restricting or limiting the generality of the above it is clarified that the Promoter shall be entitled inter alia to:
- (a) demarcate and allot the car parking spaces in the Building for the allottees of Apartment Units;
 - (b) charge Maintenance Charges and Common Expenses to the allottees of Apartment Units at such differential rate as may be decided by the Promoter;
 - (c) limit or restrict the rights of the allottees of Apartment Units in respect of use of certain Common Areas;
 - (d) grant additional / differential rights to the allottees of Apartment Units in respect of use of certain Common Areas;
- (xxxixii) The said Open Terrace, if mentioned in **Part-I of Schedule A** here to, 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 can not 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.

- (xxxiii) 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 Apartments which shall be exclusively occupied and used by the respective Allottees and occupants thereof.
- (xxxiv) 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 Car Parking System sanctioned by the Municipal Corporation are meant to be used only for parking cars by the Allottees of this Project only.
 - (b) The total number of open and covered Car Parking Spaces including Mechanical Car Parking System in the Project exceeds the total number of Apartments in the Project. The sizes of the Apartments are different and the car parking space requirement of the Allottees also varies.
 - (c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces including Mechanical Car Parking System shall be earmarked and allotted alongwith specified Apartments so that the same cars are parked in the same space everyday.
 - (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) 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.
- (xxxv) The obligations of the Promoter under clauses 7.1 and 7.2 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price/Agreed Consideration 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.

- (xxxvi) In case the Allottee fails to comply with Clause 34(xxxv) and make all payments or fails to take possession within the time provided in Clause 7.2 above, such Allottee shall be liable to pay a sum of Rs.25,000/- (Rupees twenty five thousand only) plus GST 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 34 (xxxv) and shall also be liable to pay Maintenance Charges, Municipal/Corporation 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.
- (xxxvii) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that the Allottee's right to cancel/withdraw his allotment in the Project including under Clause 7.5 shall be 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.
- (xxxviii) Notwithstanding anything to the contrary contained elsewhere in this Agreement it is hereby agreed that 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. It is expressly agreed that the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. shall not be refundable under any circumstances in case of any cancellation of this Agreement for any reason including under Clause 7.5 above. The Promoter shall not have any other liability or

obligation whatsoever and shall be entitled to deal with, dispose of, sell and/or transfer the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(Authorized Signatory)

WITNESSES:

1. Signature _____ Name - Address _____

2. Signature _____ Name- Address _____

Please affix
photograph
and sign
across the
photograph

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/ CLOSED PARKING (IF

APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

(The entire land and building)

ALL THAT PIECE AND PARCEL of Land 0.146 acre or 8 cottah 13 chittak 22.5 sq. ft. more or less, nature of land Bastu together with the building/complex consisting of (G+3) multi-storied buildings situated thereon comprised in L.R. Dag No. 7358 and 7385, L.R. Khatian No. 16483, 16484, 16486, 16487, 16488, J.L No: 20, Mouza : Chinsurah, P.S. : Chinsurah, Municipal Holding No. 51/36, Mohalla - Dey Gali, District - Hooghly, under the Ward No.23, of Hooghly-Chinsurah Municipality, D.S.R-I Hooghly, D.S.R-II Hooghly & A.D.S.R. Chinsurah, Office at Hooghly, PIN-712101 along with all right to use all municipal road together with right to take electric connection, water connection over or under the said road or passages along with easement right.

The entire property is butted & bounded as follows:

On the North	:	House of Bimal Dey & Madhurima Biswas
On the South	:	Dona Twins-Shreeja.
On the East	:	House of Yogin Dutta
On the West	:	House of Golok Dey.

(Description of Flat)

WIIHIN THE "A" SCHEDULE ALL THAT demarcated and well defined residential Flat situated on_____floor being flat no.

..... measuring carpet area of Sq.ft. built up area of Sq. ft. super built up area of Sq. ft. or a little more or less. consisting of bed rooms, dining cum living hall, Kitchen,balcony & toilets, in "DONA TWINS-RAIMA" together with undivided proportionate share of land of "A" SCHEDULE of property with all common facilities & amenities hereunder written with

easement right, here ditaments, appendages, easements of air and privileges for the benefit of the Purchaser.

The aforesaid flat will be butted and bounded as follows:-

On the North	:	
On the South	:	
On the East	:	
On the West	:	

The aforesaid flat will be constructed under the following specification :-

BUILDING:

1. The building is RCC framed Structure .
2. The foundation of building is of RCC.
3. Wall : 1st class kiln burnt brick/block brick/fly ash brick masonry with suitable cement-sand mortar.
4. PLASTERING: Cement-Sand Mortar on the wall.
5. Wall Finish : Wall Putty on inside walls without colour.
6. Door Frames : Wood/Wood Polymer composite of size 4" x 2 ½" on Main Door and Bed Rooms 3" x 2 ½" on Balcony
7. Doors : 32mm solid core commercial Flush Door on Main Door.
30mm solid core commercial Flush Door on other Doors.
PVC Door in Toilets.
8. Windows : M.S. Windows fitted with M.S. Grill/ Aluminum Channel with Glass.
9. Kitchen : Open Kitchen, Black Stone "Cooking slab" and after that up to 2 ½' height Glazed Tiles will be provided on the wall. 1 pc. Stainless Steel sink fitted with cooking slab, Two nos. Water points in the kitchen.
10. Toilets : White Porcelain W.C commodes with Cistern. One overhead shower in common toilet and 2 Water points in each toilet. Ceramic Glazed tiles up to 5'-0" height from the floor are to be provided in toilets.
11. Roof : RCC slab with proper water curing.

Continued...Page

12. Floor : Ceramic Floor Tiles/Equivalent inside the flat.
13. Sanitary and Plumbing : Surface plumbing work in Bathrooms and Kitchen using standard quality upvc/cpvc pipe and fittings.
14. Electrical Wiring and Fittings : Standard quality concealed electrical wiring in all rooms, kitchen, toilets and balcony using standard quality conductors, one 5 AMP plug point in each Bedroom & common Toilet and One 15 AMP plug point in Kitchen.
- 2 Light points and 1 fan point in each bed room and drawing/dinning room.
15. Lift facilities to be provided as extra cost by the Allottes.

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

From 1st to 3rd Floor :

- 1) Flat No. 1 (____sq.ft. more or less)
 - a) Bed Room – 2
 - b) Toilet -2
 - c) Open Kitchen.
 - d) Drawing /Dinning.
 - e) Balcony- 1
- 2) Flat No. 2 (____sq.ft. more or less)
 - a) Bed Room – 2
 - b) Toilet -2
 - c) Open Kitchen.
 - d) Drawing /Dinning.
 - e) Balcony- 1
- 3) Flat No. 3 (____sq.ft. more or less)
 - a) Bed Room – 1
 - b) Toilet -1
 - c) Kitchen.
 - d) Living.
 - e) Balcony- 1
- 4) Flat No. 4 (____sq.ft. more or less)

Continued...Page

- a) Bed Room – 3
 - b) Toilet -2
 - c) Kitchen.
 - d) Living.
 - e) Balcony- 1
- 5) Flat No. 5 (____sq.ft. more or less)

- a) Bed Room – 2
- b) Toilet -2
- c) Kitchen.
- d) Drawing /Dinning.
- e) Balcony- 1

On Ground Floor :

- 1) Flat No. 1 (____sq.ft. more or less)
- a) Bed Room – 2
 - b) Toilet -1
 - c) Kitchen.
 - d) Living.
 - e) Balcony- 1
- 2) Flat No. 2 (____sq.ft. more or less)
- a) Bed Room – 2
 - b) Toilet -2
 - c) Kitchen.
 - d) Living/Dinning.
 - e) Balcony- 1
- 3) Flat No. 3 (____sq.ft. more or less)
- a) Bed Room – 2
 - b) Toilet -2
 - c) Kitchen.
 - d) Dinning & Drawing.

e) Balcony- 1

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

Payment Stages	Instalments to be paid
On booking / Application	1,00,000/= + G.S.T
Within 30 days of Booking / Application	15% on SP Less Application money + G.S.T
On Completion of foundation work	15% on SP + G.S.T
On casting of Ground floor Roof	15% on SP + G.S.T
On casting of 1st floor Roof	15% on SP + G.S.T
On casting of 2nd floor Roof	10% on SP + G.S.T
On casting of 3rd floor Roof	10% on SP + G.S.T
At the time of Brick work	10% on SP + G.S.T
On completion of plastering the flat	5% on SP + G.S.T
On final Notice for payment(At the time of registration)	5% of SP +G.S.T

SP = Basic Sale Price + Car Parking (Excluding G.S.T)

Extra Charges :

Transformer Charges (on chargeable area)	As per actual
Lift Installation Charges	As per actual
Cost of formation of Association / society	Rs. 2500/- per unit
Legal / Documentation Charges	Rs.5,000/-

Any other Government charges if any, will be payable as applicable by the purchaser as per Rules.

Continued...Page

35.