

AGREEMENT FOR SALE

THIS AGREEMENT is made on this day of ,.....

BETWEEN

Nabendu Ghosh (Aadhaar No.-527237024021/ PAN- ADCPG7393R), having date of birth 29/06/1974, son of Sri Narendra Nath Ghosh, by occupation businessman, by faith Hindu, by nationality Indian, having residential address: GURUDWARA ROAD, BENACHITY, Durgapur (m Corp.), Benachity, Bardhaman, West Bengal, 713213, hereinafter wherever the context so permits referred to as **OWNER** (which term and expression shall unless excluded by or repugnant to the meaning or context shall mean and include his respective successors, heirs, assigns, representatives, executors and administrators) of the **ONE PART**

AND

Prince Constructions and Developers Private Limited (e-PAN-AAMCP3720D /CIN-U45309WB2021PTC248799), a Company registered under the Companies Act, 2013, having date of incorporation/formation 12/10/2021, bearing Registration Number-248799, having its Office at address: C/o Nabendu Ghosh, Balai Commercial Complex, Nachan Road, Benachity, P.O.-Durgapur-13, Dist.-Paschim Bardhaman, Pin-713213, hereinafter referred to as **DEVELOPER** (which term and expression unless excluded by or repugnant to the context shall mean and include its successors in office and interest and permitted assigns), represented by its full-time Director, authorised by Company Resolution passed in the Board of Directors, dated 02/09/2024, **Nabendu Ghosh (Aadhaar No.-527237024021/PAN-ADCPG7393R/ DIN-08673355)** (date of birth 29/06/1974), son of Sri Narendra Nath Ghosh, of the **SECOND PART**

AND

.....hereinafter referred to as the **"ALLOTTEE"** (which expression shall unless excluded by or repugnant to the context shall mean and include his/her/their/its successors, legal heirs, administrators, representatives, executors, successors-in-interest and assigns) of the **THIRD PART**

WHEREAS

- A.** Owner is the absolute and lawful owner of the property described in **SCHEDULE-A** hereto (**"Said Land"**) as per the devolution of title as detailed and described hereunder:
- I)** Shantigopal Banerjee, son of late Bhabesh Chandra Banerjee, was the absolute owner, sole possessor, right title holder of a plot of land being RS Plot No. 1987, classified as *Baastu*, measuring about 10 kathas ($16\frac{2}{3}$ satak) under Mouza-Bhiringi, J.L.No.-119(New) [68 (Old)] under PS-Faridpur, Sub-Divisional and Sub-Registry Office-Durgapur, Dist.-Paschim Bardhaman and his name was recorded in the West Bengal Land Record of Rights, under Khatian No.1061;

- II) When, during his lifetime, said Shantigopal Banerjee, being in need of money, gave an offer to sell 10 kathas ($16\frac{2}{3}$ satak) of the above said plot of land, his two sons namely Pranab Banerjee and Sujit Banerjee responded to the same and accepted the said offer;
- III) By an absolute Deed of Sale (বিক্রয় খোষ কোবালা) dated 27/02/1987 registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I. Volume No.27 pages 245 to 248 being no. 1480 for the year 1987 made between Shantigopal Banerjee, son of late Bhabesh Chandra Banerjee, therein referred to as Vendor (কোবালা দাতা), and Sujit Banerjee (সুজিত ব্যানার্জী), son of Shantigopal Banerjee, therein referred to as Purchaser (কোবালা গ্রহীতা), ALL THAT piece and parcel of land, admeasuring about 5 kathas ($8\frac{1}{3}$ satak), Baastu by classification, situated at Mouza Bhiringi, J.L.No.-119(New) [68 (Old)], comprised in Khatian No.-1061, RS Plot No. 1987(part) in the district of Paschim Bardhaman, under PS-Faridpur, Sub-Divisional and Sub-Registry Office-Durgapur, Dist.-Paschim Bardhaman, was absolutely sold, transferred and conveyed by Shantigopal Banerjee, son of late Bhabesh Chandra Banerjee, unto and in favour of Sujit Banerjee, son of Shantigopal Banerjee, for certain consideration mentioned therein, wherein the said plot of land has been earmarked, demarcated as Sub-Plot No.-2, and delineated by red line in the map and plan annexed thereto;
- IV) By another absolute Deed of Sale (বিক্রয় খোষ কোবালা) dated 27/02/1987 registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I. Volume No.27 pages 249 to 252 being no. 1481 for the year 1987 made between Shantigopal Banerjee, son of late Bhabesh Chandra Banerjee, therein referred to as Vendor (কোবালা দাতা), and Pranab Banerjee (প্রনব ব্যানার্জী), son of Shantigopal Banerjee, therein referred to as Purchaser (কোবালা গ্রহীতা), ALL THAT piece and parcel of land, admeasuring about 5 kathas ($8\frac{1}{3}$ satak), Baastu by classification, situated at Mouza Bhiringi, J.L.No.-119(New) [68 (Old)], comprised in Khatian No.-1061, RS Plot No. 1987(part) in the district of Paschim Bardhaman, under PS-Faridpur, Sub-Divisional and Sub-Registry Office-Durgapur, Dist.-Paschim Bardhaman, was absolutely sold, transferred and conveyed by Shantigopal Banerjee, son of late Bhabesh Chandra Banerjee, unto and in favour of Pranab Banerjee, son of Shantigopal Banerjee, for certain consideration mentioned therein, wherein the said plot of land has been earmarked, demarcated as Sub-Plot No.-2A, and delineated by red line in the map and plan annexed thereto;
- V) Purchasers of above-said plots of land got their names mutated as the owners in the records of the Office of the Block/Sub-Divisional Land and Land Reforms Officer, Durgapur, pursuant to which LR Khatain Nos.420 and 421 were allotted respectively to Sujit Banerjee and Pranab Banerjee by the Office of the Sub-Divisional/Block Land and Land Reforms, Durgapur. Since then said purchasers

of said plots of land have been paying all the applicable taxes/*khajnas* and/or charges and all other outgoings in regard to said plots of land imposed by Competent Authorities including Office of Block Land & Land Reforms and Durgapur Municipal Corporation without any laches, failure, lapse and/or delay and had been enjoying absolute right, title and interest and peaceful possession of the same in without any hindrance, dispute and/or litigation in the knowledge of members of the society. Moreover, the above said purchasers of said plots of land had contributed portions thereof, on their own volition, for expansion of roads bordering the said plots of land as and when required;

- VI) Said purchasers of aforementioned plots of land thus seized and possessed of and/or well and sufficiently entitled to deal with above said plots, free from all encumbrances, liens, *lispendens*, mortgages, charges, and trusts of whatsoever nature, in any manner whatsoever, jointly floated a proposal to absolutely sell, convey, transfer said plots of land which was accepted by OWNER for a consideration at the highest rate that was prevailing in the market for the time being;
- VII) By Deed of Sale (বিক্রয় খোঁষ কোবালা) dated 08/07/2019 registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I. Volume No. 0206-2019, pages 92056 to 92075 being no. 020604147 for the year 2019 made between Sujit Banerjee, son of Shantigopal Banerjee and Pranab Banerjee, son of Shantigopal Banerjee, therein referred to as Vendors (কোবালা দাতাগন) and Nabendu Ghosh, son of Sri Narendranath Ghosh, OWNER herein, therein referred to as Purchaser (কোবালা গ্রহীতা), ALL THAT piece and parcel of vacant land, *Baid* by classification, admeasuring about 7.59376 (seven point five nine three seven six) *katha* or 12.5297 (twelve point five two nine seven) *satak*, situated at Mouza Bhiringi, J.L.No.-119(New) [68 (Old)], comprised in LR Khatian Nos.-420 & 421, RS Plot No. 1987, LR Plot No.-4238, in the district of Paschim Bardhaman, under PS-Faridpur, Sub-Divisional and Sub-Registry Office-Durgapur, Dist.-Paschim Bardhaman, was absolutely sold, transferred and conveyed by Sujit Banerjee and Pranab Banerjee, both sons of Shantigopal Banerjee, unto and in favour of **Nabendu Ghosh**, son of Sri Narendranath Ghosh, OWNER herein, for certain consideration mentioned therein, wherein the said plots of land has been coalesced, amalgamated into one and demarcated and delineated by red line in the map and plan annexed thereto;
- VIII) OWNER, after obtaining vacant and peaceful possession of the aforementioned amalgamated/coalesced plot of land, completed the following procedures in respect of the said plot of land:
- a) Made an application before Office of Block Land and Land Reforms Officer for mutation of his name in Land Record-of-Rights pursuant to which said Office was pleased to allot LR Khatain No.13343 to OWNER;

- b) Made an application being No.-P/5096, dated 22/05/2020, upon deposition of *Development Permission Fees for Projects* and obtained No Objection from the Asansol Durgapur Development Authority, City Centre Durgapur-16, vide its N.O.C. for use of Said Land for development of a fully residential housing project (G+IV) bearing Ref.No.-ADDA/DGP/NOC(P)/PC-325/2020/148 dated 18/12/2020;
- c) Made an application before Office of Sub-Divisional Land & Land Reforms Office for allowing conversion into *Commercial Baastu* from *Baid* as a consequence of which said Office was pleased to allow the said conversion into *Commercial Baastu* upon issuance of letter bearing Memo No.-553/LM/CONV/SDL&LRO, DGP/21, dated 21/12/2021;
- d) Made an application before Authority of Durgapur Municipal Corporation for mutation of his name in the records of Durgapur Municipal Corporation in response to which said Authority was pleased to allocate DMC Holding No.-235/N/1 and Assessment No.-3309403043901, under Ward No.-20;
- e) Cause a Map/Plan, being number SWS-OBPAS/1102/2024/0432, prepared by certified Architect and vetted by accredited Structural Engineer, sanctioned by the Authority of Durgapur Municipal Corporation, hereinafter referred to as the “**Said Plan**”;
- f) From the date of purchase OWNER has been paying all the applicable taxes/*khajnas* and/or charges and all other outgoings in regard to ALL THAT piece and parcel of vacant land, *Commercial Baastu* by classification, being RS Plot No.-1987, LR Plot No.-4283, under LR Khatian No.-13343, J.L.No.-119(New) [68 (Old)], situated within Mouza-Bhiringi, having Sub-Divisional and Sub-Registry Office at Durgapur, Police Station-Durgapur, having an area of about 7.59376 (seven point five nine three seven six) *katha* or 12.5297 (twelve point five two nine seven) *satak* within Ward No.-20 of Durgapur Municipal Corporation (DMC), being DMC Holding No.-235/N/1 and Assessment No.-3309403043901, at the Street of Aurobinda Pally being premised at Aurobindo Pally, Bhiringi, Durgapur-13, more fully elaborated and specifically described in **SCHEDULE-A** written hereunder, delineated and demarcated in **red** in the **Map/Plan** annexed hereto and hereinbefore referred to as “**Said Land**”, to Competent Authorities including Office of Block Land & Land Reforms and Durgapur Municipal Corporation without any laches, failure, lapse and/or delay and had been enjoying absolute right, title and interest and peaceful possession of the same without any hindrance, dispute and/or litigation in the knowledge of members of the society;
- g) OWNER thus seized and possessed of and/or well and sufficiently entitled to Said Land free from all encumbrances, liens, lispendens, mortgages, charges, and trusts of whatsoever nature, being desirous for future

development of Said Land by construction/development of a G+4 (four) storied, multi-use residential building comprising of single tower/block upon Said Land consisting of 12(twelve) nos. flats/ apartments, along with 12 nos. Covered Car Parking Spaces, collectively hereinafter referred to as **"Said Project"**, named and styled as **"NARENDRA NIKETAN"**, completed the following procedures:

- i) Applied for obtaining No Objection from West Bengal Fire & Emergency Service in regard to Said Project in response to which said Authority granted one provisional No Objection Certificate, being Memo No.-IND/WB/FES/20202021/187976, dated 05/03/2020, with several instructions on Fire Safety and under certain terms and conditions mentioned therein;
- ii) Applied for Certificate for Clearance for DEVELOPER before Directorate of Forest, Government of West Bengal, on deposition of requisite fees, pursuant to which Divisional Forest Officer granted said Certificate for building, construction and completion in regard to Said Project, bearing Clearance No. 52/CC/D/2022, dated 03/11/2022;
- iii) Applied in prescribed Form-A, endorsed by OTIS, a time-tested renowned Company engaged in installation and erection of lifts, for permission for erection and installation of passenger lift in Said Project and obtained permission from the Chief Electrical Officer vide letter for permission;
- iv) Applied before the Authority of Durgapur Municipal Corporation for supplying water to Said Project, after deposition of prescribed fees, in reference to which said Authority of Durgapur Municipal Corporation issued its approval letter being Ref. No. DMC/WS/700, dated 23/11/2023, assuring the supply of drinking water to Said Project;
- v) Applied before Authority of Durgapur Municipal Corporation for the sanction of Said Project, pursuant to which said Authority of Durgapur Municipal Corporation issued a letter, dated 14/05/2024, sanctioning the erection of Said Project and allotted Building Permit Number: SWS-OBPAS/1102/2024/0432 which shall remain valid till 13/05/2027.

- B.** In order to accomplish construction, erection and total completion of Said Project on Said Land in accordance to Said Plan, OWNER and DEVELOPER entered into a **"Development Agreement"**, registered in the Office of the Additional District Sub-Registrar, Durgapur in Book No. I, Volume No.-2306-2024, Page from 189363 to 189391, being number 230610386 for the year 2024, on the terms & conditions recorded therein for sale/ transfer of apartments/ flats to be built under Said Project as per the schemes agreed by and between the parties thereto.

C. Said Land is earmarked for construction/development of a G+4 (four) storied, multi-use residential building comprising of single tower/block upon Said Land consisting of 12(twelve) nos. flats/ apartments, along with 12 (twelve) nos. Covered Car Parking Spaces, collectively hereinafter referred to as **"Said Project"**, named as **"NARENDRA NIKETAN"**.

D. In accordance to Development Agreement OWNER granted **"Development Power of Attorney"**, registered in the Office of the Additional District Sub-Registrar, Durgapur in Book No. I, Volume No.-2306-2024, Page from 190921 to 190938, being number 230610544 for the year 2024, to one of the Directors of DEVELOPER to do various acts required for development of Said Project which include, but not limited to, negotiating and selling, transferring flats/ apartments, to be constructed on the Said Land under Said Project, to any buyers/purchasers, transferees respectively and also for entering into agreements for sale, transfer of such flats/ apartments and for execution of any document, deed and other papers and presenting the same for registration and admission execution thereof regarding **OWNER'S ALLOCATION** as well as **DEVELOPER'S ALLOCATION**, as mentioned in Development Agreement.

Thus, DEVELOPER is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of DEVELOPER regarding Said Land on which Said Project is to be constructed have been completed.

E. Durgapur Municipal Corporation has granted the commencement certificate to develop Said Project by way of its letter for approval of Said Project, dated 14/05/2024, upon issuance of sanction for erection and building and Building Permit Number: SWS-OBPAS/1102/ 2024/0432.

F. Durgapur Municipal Corporation has since sanctioned the plan for construction on Said Land along with final layout approvals for Said Project (**"Said Plan"**), being no. SWS-OBPAS/1102/2024/0432, dated 14/05/2024, which has already been mentioned in Clause A(VIII)(e) and Clause A(VIII)(g)(v) written hereinabove. DEVELOPER agrees and undertakes that it shall not make any changes to Said Plan except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 (**"Act"**) and other Laws as applicable.

G. DEVELOPER has registered Said Project under the provisions of Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at West Bengal at _____ No. _____ on _____ under registration no _____.

In pursuance of Development Agreement and in terms of Said Plan, DEVELOPER at its own cost and expenses has commenced construction of Said Project on Said Land.

H. ALLOTTEE has applied to DEVELOPER for allotment of an Apartment being no. _____, type..... onfloor situated in Said Project.

Pursuant to the aforesaid application of ALLOTTEE, DEVELOPER has accordingly issued a Provisional Letter of Allotment, dated / /2024, allotting one residential flat/apartment having () bedroom hall kitchen (BHK) apartment of Type- having carpet area of sq. ft., more or less, [built up area of) sq. ft., more or less] on () floor in Said Project, more fully and particularly described in the SCHEDULE-B(PART-I) hereunder written and delineated in RED colour on the layout/floor plan of the apartment annexed hereto and marked as **Annexure-A2("Said Apartment")** situated in and is a part of Said Project, presently in the course of construction on Said Land, **TOGETHER WITH** the right of parking in one Covered Car Parking Space, as sanctioned to Said Project, on the Ground Floor bearing number (already earmarked and/or identified in Said Plan) admeasuring approximately () square feet, more particularly described in SCHEDULE-B(PART-II) written hereunder ("**Said Parking Space**") (as a facility and/or benefit attached with Said Apartment without charging any consideration) **TOGETHER WITH** the right of user in the common parts, portions, areas, facilities and amenities of Said Project, as defined under clause (n) of section 2 of the Act ("**Common Areas**") **TOGETHER WITH** the undivided, proportionate, impartible and variable share in the land underneath Said Project attributable thereto to ALLOTTEE herein; all of the above are hereinafter, collectively, referred to as "**Apartment And Properties Appurtenant Thereto**".

"**Carpet area**" of the Said Apartment means the net usable floor area of Said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Apartment for exclusive use of ALLOTTEE or *verandah* area and exclusive open terrace area appurtenant to the Said Apartment for exclusive use of ALLOTTEE, but includes the area covered by the internal partition walls of the Said Apartment.

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The principal and material aspects of development of Said Project briefly stated below:
 - I) One single block multi-storied building comprising of Ground + 4 (G+4) stories building, being constructed on Said Land, constitute the real estate project ("**Said Project**") in accordance with the provisions of the Act and Rules. Said Project is being constructed and developed upon Said Land as shown in **GREEN** colour boundary line on the Plan annexed and marked as **Annexure-A3** hereto and more particularly described in **SCHEDULE-A** written hereunder.
 - II) Common Areas, Amenities and Facilities in Said Project that may be usable by ALLOTTEE and other allottees/owners/occupiers on a non-exclusive basis are listed in **SCHEDULE-E** hereunder written.

- III) ALLOTTEE agrees and accepts that the exact location and identification of the Said Parking Space may be finalised by DEVELOPER only upon completion of Said Project in all respects.
- IV) DEVELOPER shall be entitled to utilise Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Durgapur Municipal Corporation and all other concerned authorities, and construct additional built-up area by way of additional apartments and/or additional floors in Said Project. For the purpose aforesaid, DEVELOPER will be entitled from time to time to vary, amend and/or alter Said Plan in respect of the Said Project, if necessary, without however, adversely affecting Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly.
- V) ALLOTTEE hereby irrevocably agrees and gives his/her/its express consent to DEVELOPER for carrying out amendments, alternations, modifications, and/or variations in the building plans of Said Project for aforesaid purpose and to put up construction accordingly, so long as the total area of Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be ALLOTTEE'S consent contemplated under the relevant provisions of the Act, Rules and Regulations.
- VI) ALLOTTEE shall not raise any objection or cause any hindrance in the said development/ construction by DEVELOPER whether on grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to Said Apartment or any other part of Said Project being affected by such construction. ALLOTTEE hereby agrees and assures to give all facilities and co-operation which DEVELOPER may require from time to time, both prior to and after taking possession of Said Apartment, so as to enable DEVELOPER to complete the development smoothly and in the manner determined by DEVELOPER. It is expressly agreed by the Parties hereto that DEVELOPER will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by DEVELOPER as aforesaid.
- VII) On demand from ALLOTTEE, DEVELOPER has released for inspection to ALLOTTEE all documents of title relating to Said Land, plans, designs and specifications and other details of Said Project as and when requisitioned by ALLOTTEE;
- VIII) Layout Plan as approved by concerned Local Authority, according to which the construction of the buildings and open spaces are proposed to be provided for in Said Project, have been annexed hereto and marked as **Annexure-A3**.

- IX) Plans and specifications of Said Apartment agreed to be purchased by ALLOTTEE, as sanctioned and approved by Durgapur Municipal Corporation have been annexed and marked as **Annexure-A2**.
- X) At or before execution of this Agreement ALLOTTEE:
- a) has fully satisfied himself/herself/themselves/itself as to the title of the OWNERS and the right and title of the OWNERS and DEVELOPER in respect of the Said Land and after being fully satisfied with all the aspects of Said Project, technical, legal and otherwise, ALLOTTEE has given his/her/its unqualified consent to enter into this Agreement;
 - b) has inspected Said Plan sanctioned by the authorities concerned in respect of Said Project and the Said Apartment being constructed by DEVELOPER and agree not raise any requisition, query, clarification or objection with regard thereto;
 - c) has satisfied himself/herself/itself about the project layout and the future sanctions to be obtained and the future constructions to be made by the DEVELOPER in Said Land and land adjoining to Said Land;
 - d) has verified the location and site of Said Apartment including the egress and ingress thereof and also the area of Said Apartment as stated in this Agreement and agrees not to dispute the same;
 - e) has acknowledged that the right of ALLOTTEE shall remain restricted to the Said Apartment;
 - f) has acknowledged that DEVELOPER shall be entitled to change and/or alter and/or modify Said Plan including change of any part or portion of Said Project being constructed, erected, completed on the Said Land and ALLOTTEE shall have no objection thereto;
 - g) has satisfied himself/herself/itself as to the built-up area and the carpet area in relation to and comprised in Said Apartment and also the common parts/ portions which will be common for all the residents/occupants of the various units comprised in Said Project and has agreed not to challenge or dispute the same in any manner whatsoever and howsoever;
 - h) 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;
 - i) prior to the execution of these presents ALLOTTEE has paid to the DEVELOPER a sum of **INR...../ (Indian Rupees.....)only**, being part payment of the sale consideration of Said Apartment agreed to be sold by DEVELOPER to

ALLOTTEE as advance payment or Application Fee (the payment and receipt whereof DEVELOPER both hereby admit and acknowledge) and ALLOTTEE has agreed to pay to DEVELOPER the balance of sale consideration in the manner hereinafter appearing.

- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to Said Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, DEVELOPER hereby agrees to sell and the Allottee hereby agrees to purchase Said Apartment and the Covered Parking Space as specified in **Paragraph H**.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, DEVELOPER agrees to sell to ALLOTTEE and ALLOTTEE hereby agrees to purchase, Said Apartment as specified in **Paragraph H**;
- 1.2. Total Price for Said Apartment based on the carpet area is INR. _____ (Indian Rupees _____ only) ("**Total Price**")

Said Apartment	
Type	[•]
Floor	[•]
Flat No.	[•]
Details of areas	
Particulars	Area (sq. ft.)
Carpet Area of Said Apartment	[•]
Area of Balcony	
Area of Store	
Area of Kitchen	
Built-up Area of Apartment	
Car Parking Space	
Covered Car Parking Space	[•]
Total Price	

Explanation:

- I) Total Price above includes the Booking Amount paid by ALLOTTEE to DEVELOPER towards Said Apartment;

- II) Total Price above excludes Extra Charges, Deposits and Total Taxes (consisting, *inter alia*, of tax paid or payable by DEVELOPER by way of service tax, GST, CGST and SGST, if any, as per Law and Cess or any other similar taxes which may be levied, in connection with the construction of Said Project payable by DEVELOPER) up to the date of handing over the possession of Said Apartment. It is clarified that the total amount payable as stated above is negotiated and arrived at on the basis of the Carpet Area of Said Apartment and is exclusive of the amounts payable towards Mutation Fees payable to Durgapur Municipal Corporation which will, be payable on actuals, electricity meter deposit payable to West Bengal State Electricity Development Corporation Limited as and when demanded by the authorities in due course which will also be payable on actuals and is also exclusive of the applicable stamp duty, registration fees, miscellaneous costs and expenses associated with registration of document(s).

Provided that in case there is any change/modification in the Taxes, the subsequent amount payable by ALLOTTEE to DEVELOPER shall be increased/reduced based on such change/modification.

- III) DEVELOPER shall periodically intimate to ALLOTTEE, the amount payable as stated in **Para (I)** Explanation above and ALLOTTEE shall make payment within 30 (thirty) days from the date of such written intimation. In addition, DEVELOPER shall provide to 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) Total Price of Said Apartment includes pro rata share in the Common Areas;

- 1.3. Total Price is escalation-free, save and except increases which ALLOTTEE hereby agrees to pay due to increase on account of development charges payable to the concerned competent authority/authorities and/or any other increase in charges which may be levied or imposed by the concerned competent authority/authorities from time to time. DEVELOPER undertakes and agrees that while raising a demand on ALLOTTEE for increase in the development charges, cost/charges imposed by the concerned competent authorities, DEVELOPER shall enclose the said notification/order/rule/regulation to that effect, if available, along with the demand letter being issued to ALLOTTEE, which shall only be applicable on subsequent payments.
- 1.4. ALLOTTEE shall make the payment as per the payment plan set out in **PART-I of SCHEDULE-C ("Payment Plan")**.
- 1.5. DEVELOPER may allow, at its sole discretion, a rebate for early payment of the instalments payable by ALLOTTEE, by discounting such early payments at the rate in percentage as so decided by DEVELOPER for the period by which the respective instalment has been preponed. The provision for allowing rebate and

such rate of rebate shall not be subject to any revision/withdrawal once granted to ALLOTTEE by DEVELOPER.

- 1.6.** It is agreed that DEVELOPER shall not make any additions and alterations to Said Plan and/or the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of Said Apartment, Car Parking Space and/or Said Project, as the case may be, without the previous written consent of ALLOTTEE. Provided that DEVELOPER may make such minor additions or alterations as may be required by ALLOTTEE, or such minor changes or alterations as per the provisions of the Act.
- 1.7.** DEVELOPER shall confirm the final carpet area of Said Apartment that has been allotted to ALLOTTEE after the construction of the concerned building of Said Project is complete and the completion certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. Total Price payable for the carpet area shall be recalculated upon confirmation by DEVELOPER. If there is reduction in the carpet area, within the defined limit then DEVELOPER shall refund the excess money paid by ALLOTTEE within 45 (forty-five) days with annual interest at the rate prescribed in the West Bengal Real Estate (Regulation and Development) Rules 2021 ("**Rules**"), from the date when such an excess amount was paid by ALLOTTEE. If there is an increase in the carpet area, allotted to ALLOTTEE, DEVELOPER may demand that from 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 para 1.2 of this Agreement and in case Total Price of Said Apartment is lump sum then, and in such event, the amount payable by ALLOTTEE for the excess carpet area shall be decided on the basis of the price at which the apartments have been agreed to be sold by DEVELOPER in the last month preceding the month in which the excess carpet area has been so determined by DEVELOPER.
- 1.8.** Subject to para 9.3 below DEVELOPER agrees and acknowledges, that ALLOTTEE shall have the right to Said Apartment, as mentioned below:
 - 1.8.1.** ALLOTTEE shall have exclusive ownership of Said Apartment;
 - 1.8.2.** ALLOTTEE shall also have undivided proportionate share in the Common Areas only to the extent required for beneficial use and enjoyment of the said areas by ALLOTTEE herein. Since the share / interest of ALLOTTEE in the Common Areas is undivided and cannot be divided or separated, ALLOTTEE shall use all such Common Areas along with other occupants, maintenance staff etc. of Said Project, without causing any inconvenience or hindrance to them. Further, the right of ALLOTTEE to use such Common Areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that DEVELOPER shall convey the undivided proportionate title

in the Common Areas to the association of allottees as provided in the Act.

- 1.8.3.** The computation of the price of Said Apartment includes recovery of price of land, construction of (not only Said Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire-fighting equipment, if any, in the Common Areas etc. and includes cost for providing all other facilities as provided within Said Project.
- 1.9.** It is made clear by DEVELOPER and ALLOTTEE agrees that Said Apartment and Car Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that Said Project is an independent self-contained Project covering the Said Premises 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 ALLOTTEE. It is clarified that Said Project's facilities and amenities shall be available only for use and enjoyment of the allottees of Said Project.
- 1.10.** It is understood by ALLOTTEE that all other areas i.e. areas and facilities falling outside Said Project, if there be any, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11.** DEVELOPER agrees to pay all outgoing before transferring the physical possession of Said Apartment to the allottees, which DEVELOPER has collected from the allottees for the payment of outgoings including, wherever applicable, land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to Said Project. If DEVELOPER fails to pay all or any of the outgoings collected by DEVELOPER from the allottees, (including ALLOTTEE herein) or any liability, mortgage loan and interest thereon before transferring Said Apartment to the allottees, then, and in such event, DEVELOPER 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 proceeding which may be taken therefore by such authority or person.
- 1.12.** The ALLOTTEE, has paid a sum of Rs. _____/- (**Rupees _____ only**) as booking amount, (being the part payment towards the Total Price of Said Apartment) at the time of Application, the receipt of which DEVELOPER hereby acknowledges and ALLOTTEE hereby agrees to pay the remaining price of Said Apartment as prescribed in the Payment Plan as may be demanded by DEVELOPER within the time and in the manner specified therein. It is, however, agreed by and between the Parties herein that 10% (ten

percent) of the Total Price shall be and shall always be treated and/or be deemed to be the **"Booking Amount"** within the meaning of the Act and/or the Rules. Provided that if ALLOTTEE delays in payment towards any amount, which is payable, ALLOTTEE shall be liable to pay interest at the rate as specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and DEVELOPER abiding by the construction milestones, ALLOTTEE shall make all payments on demand by DEVELOPER, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of the account as may be so designated by DEVELOPER. All payments shall be payable at Durgapur.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

3.1. ALLOTTEE, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer/lease/ sub lease of immovable properties in India etc. and provide DEVELOPER with such permission, approvals which would enable DEVELOPER 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. ALLOTTEE understands and agrees that in the event of any failure on ALLOTTEE'S part to comply with the applicable guidelines issued by the Reserve Bank of India, ALLOTTEE may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. DEVELOPER accepts no responsibility in regard and ALLOTTEE shall keep DEVELOPER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of ALLOTTEE subsequent to the signing of this Agreement, it shall be the sole responsibility of ALLOTTEE to intimate the same in writing to DEVELOPER immediately and comply with necessary formalities if any under the applicable laws. DEVELOPER 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 DEVELOPER shall be issuing the payment receipts in favour of ALLOTTEE only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

ALLOTTEE authorises DEVELOPER to adjust/appropriate all payments made by ALLOTTEE under any head(s) of dues against lawful outstanding of ALLOTTEE against Said Apartment, if any, in ALLOTTEE'S name as DEVELOPER may in its sole discretion deem fit and ALLOTTEE undertakes not to object/demand/direct DEVELOPER to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for DEVELOPER as well as ALLOTTEE. DEVELOPER shall abide by the time schedule for completing the Project and handing over the Flat and the Car Parking Space to ALLOTTEE and the Common Areas to the association of the allottees after receiving the completion certificate. Similarly, ALLOTTEE shall make timely payments of the instalment and other dues payable by ALLOTTEE and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by DEVELOPER as provided in **PART-I of SCHEDULE-C ("Payment Plan") ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

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 DEVELOPER. DEVELOPER shall develop the Project in accordance with the said Plan and/or such plans layout plans, floor plans and specifications as respectively mentioned in **SCHEDULE-F** hereinbelow. Subject to the terms in this Agreement, DEVELOPER 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 Concerned Authorities 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 DEVELOPER shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT AND THE CAR PARKING SPACE:

7.1. Schedule for possession of Said Apartment and the Car Parking Space:

DEVELOPER agrees and understands that timely delivery of possession of Said Apartment and the Car Parking Space is the essence of this Agreement. DEVELOPER, based on the approved plans and specifications, assures to hand over possession of the Apartment to ALLOTTEE by **13/05/2027** 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 Said Project is delayed due to the Force Majeure conditions then ALLOTTEE agrees that DEVELOPER shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. ALLOTTEE agrees and confirms that, in the event it becomes impossible for DEVELOPER to implement the project due to Force Majeure conditions, then this allotment shall stand

terminated and DEVELOPER shall refund to ALLOTTEE the entire amount received by DEVELOPER from the allotment within 45 days from that date. After refund of the money paid by ALLOTTEE, ALLOTTEE agrees that ALLOTTEE shall not have any rights, claims etc. against DEVELOPER and that DEVELOPER shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession:

DEVELOPER, upon obtaining the completion certificate from the competent authority, DEVELOPER shall offer, in writing, possession of Said Apartment to ALLOTTEE in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and DEVELOPER shall give possession of Said Apartment to ALLOTTEE. DEVELOPER agrees and undertakes to indemnify ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of DEVELOPER. ALLOTTEE agree(s) to pay the maintenance charges as determined by DEVELOPER/association of allottees, as the case may be. DEVELOPER on its behalf shall offer the possession to ALLOTTEE in writing within 15 (fifteen) days of receiving the completion certificate of Said Project. After issuance of such notice, if ALLOTTEE fails and/or neglects to take possession within the said period of 3(three) months then, and in such event, it shall be deemed that the possession has been handed over by DEVELOPER to ALLOTTEE from the date of the expiry of the said period of 3(three) months.

7.3. Failure of Allottee to take Possession of Said Apartment and Car Parking Space:

Upon receiving a written intimation from DEVELOPER as per clause 7.2 above, ALLOTTEE shall take possession of Said Apartment from DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, DEVELOPER shall give possession of Said Apartment to ALLOTTEE. In case ALLOTTEE fails to take possession within the time provided in Clause 7.2, ALLOTTEE shall continue to be liable to pay maintenance charges as applicable.

7.4. Possession by ALLOTTEE:

After obtaining the completion certificate and handing over physical possession of the apartments to the allottees, it shall be the responsibility of DEVELOPER to hand over the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as per the local laws.

7.5. Cancellation by Allottee:

ALLOTTEE shall have the right to cancel/withdraw ALLOTTEE'S allotment in Said Project as provided in the Act.

Provided that where ALLOTTEE proposes to cancel/withdraw from Said Project without any fault of DEVELOPER, DEVELOPER herein is entitled to forfeit the

Booking Amount paid by ALLOTTEE for the allotment. The balance amount of money paid by ALLOTTEE shall be returned by DEVELOPER to ALLOTTEE within 45 (forty-five) days of such cancellation.

7.6. Compensation:

DEVELOPER shall compensate ALLOTTEE in case of any loss caused to him due to defective title of the Said Land, on which Said 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 DEVELOPER 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 DEVELOPER'S business as a developer on account of suspension or revocation of the registration under the Act;
- (iii) or for any other reason;

DEVELOPER shall be liable, on demand of ALLOTTEE, in case ALLOTTEE wishes to withdraw from Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of Said Apartment, with interest at the rate specified in the Rules within 45 (forty-five) days including compensation in the manner as provided under the Act. Provided that where if ALLOTTEE does not intend to withdraw from Said Project, DEVELOPER shall pay ALLOTTEE interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of Said Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

DEVELOPER hereby represents and warrants to ALLOTTEE as follows:

- 8.1.** DEVELOPER has lawful rights and requisite approvals from the competent Authorities to carry out development of Said Project;
- 8.2.** there are no encumbrances upon the Said Premises or the Project;
- 8.3.** there are no litigations pending before any Court of law with respect to Said Land, Said Project or Said Apartment;
- 8.4.** All approvals, licenses and permits issued by the competent authorities with respect to Said Land, Said Project or Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to Said Land, Said Project or Said Apartment and the Common Areas;
- 8.5.** DEVELOPER 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 ALLOTTEE created herein, may prejudicially be affected;
- 8.6.** DEVELOPER 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 Said Land, including Said Project and Said Apartment which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

- 8.7.** DEVELOPER confirms that DEVELOPER is not restricted in any manner whatsoever from selling Said Apartment to ALLOTTEE in the manner contemplated in this Agreement;
- 8.8.** At the time of execution of the conveyance deed DEVELOPER shall handover lawful, vacant, peaceful, physical possession of Said Apartment to ALLOTTEE and the Common Areas to the association of the allottees;
- 8.9.** Said Land 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 Said Land;
- 8.10.** DEVELOPER 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 Said Project to the competent Authorities;
- 8.11.** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon OWNER and/or DEVELOPER in respect of Said Land and/or Said Project;
- 8.12.** Said Land is not a Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1.** Subject to the Force Majeure clause, DEVELOPER shall be considered under a condition of Default, in the following events:
 - 9.1.1.** DEVELOPER fails to provide ready to move in possession of Said Apartment to ALLOTTEE within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that Said Apartment shall be in a habitable condition which is complete in all respects;
 - 9.1.2.** Discontinuance of DEVELOPER'S business as a developer on account of suspension or revocation of DEVELOPER'S registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2.** In case of Default by DEVELOPER under the conditions listed above, ALLOTTEE is entitled to the following:
 - 9.2.1.** Stop making further payments to DEVELOPER as demanded by DEVELOPER. If ALLOTTEE stops making payments, DEVELOPER shall correct the situation by completing the construction milestones and only thereafter ALLOTTEE be required to make the next payment without any penal interest; or
 - 9.2.2.** ALLOTTEE shall have the option of terminating the Agreement in which case DEVELOPER shall be liable to refund the entire money paid by ALLOTTEE under any head whatsoever towards the purchase of Said 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 Said Project or terminate the Agreement, ALLOTTEE shall be paid, by DEVELOPER, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

9.3.1. In case ALLOTTEE fails to make payments for 2 (two) consecutive demands made by DEVELOPER as per the Payment Plan annexed hereto, despite having been issued notice in that regard ALLOTTEE shall be liable to pay interest to DEVELOPER on the unpaid amount at the rate specified in the Rules.

9.3.2. In case of Default by ALLOTTEE under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from DEVELOPER in this regard, DEVELOPER shall cancel the allotment of the Said Apartment in favour of 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:

DEVELOPER, on receipt of complete amount of the Price (Total Price) of Said Apartment under the Agreement from ALLOTTEE, shall execute a conveyance deed and convey the title of Said Apartment together with proportionate indivisible share in the Common areas within 3 (three) months from the issuance of the completion certificate. In case, however, 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, ALLOTTEE authorizes DEVELOPER to withhold registration of the conveyance deed in ALLOTTEE'S favour till full and final settlement of all dues and stamp duty and registration charges to DEVELOPER is made by ALLOTTEE. 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/ authorities.

11. MAINTENANCE OF SAID PROJECT/ SAID APARTMENT

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

11.2. Notwithstanding clause 11.1 above, the cost of maintenance of essential services in the Project on and from the date of issuance of completion certificate shall, however, be payable by ALLOTTEE.

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 DEVELOPER as per this agreement for

sale relating to such development is brought to the notice of DEVELOPER within a period of 5 (five) years by ALLOTTEE from the date of handing over possession, it shall be the duty of DEVELOPER to rectify such defects without further charge, within 30 (thirty) days, and in the event of DEVELOPER's failure to rectify such defects within such time, the aggrieved allottees (including ALLOTTEE herein if so aggrieved) 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

ALLOTTEE hereby agrees to purchase Said Apartment on the specific understanding that ALLOTTEE'S right to the use of the Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by ALLOTTEE of all ALLOTTEE'S 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 SAID APARTMENT AND THE CAR PARKING SPACE FOR REPAIRS

DEVELOPER / maintenance agency /association of allottees shall have rights of unrestricted access of the Common Areas only to the extent required for the beneficial use and enjoyment of ALLOTTEE of Said Apartment and the said Car Parking Space, as the case may be, for providing necessary maintenance services and 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 Basement and Service Areas:

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, ALLOTTEE shall, after taking possession, be solely responsible to maintain Said Apartment at ALLOTTEE'S own cost, in good repair and condition and shall not do or suffer to be done anything in or to Said Project, or Said 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 Said Apartment and keep Said 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 Said Project is not in any way damaged or jeopardized. ALLOTTEE further undertakes, assures and guarantees that ALLOTTEE would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of Said Building or anywhere on the exterior of Said Project, buildings therein or the Common Areas. ALLOTTEE shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further ALLOTTEE shall not store any hazardous or combustible goods in Said Apartment or place any heavy material in the common passages or staircase of Said Project. ALLOTTEE shall also not remove any wall, including the outer and load bearing wall of Said Apartment. ALLOTTEE shall plan and distribute its electrical load in conformity with the electrical systems installed by DEVELOPER and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. 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. BY ALLOTTEE:

ALLOTTEE is entering into this Agreement for the allotment of Said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to Said Project. ALLOTTEE hereby undertakes that ALLOTTEE shall comply with and carry out, from time to time after ALLOTTEE has taken over for occupation and use Said Apartment all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at ALLOTTEEs own cost.

18. ADDITIONAL CONSTRUCTIONS:

DEVELOPER undertakes that it has no right to make additions or to put up additional structure(s) anywhere in Said Project after the building plan and Said Plan has been approved by the competent authority/authorities except for as provided in the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After DEVELOPER executes this Agreement, he shall not mortgage or create a charge on Said Apartment and the building in which Said Apartment is situated 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 ALLOTTEE who has taken or agreed to take the Said Apartment in the said Building.

20. APARTMENT OWNERSHIP ACT:

DEVELOPER has assured ALLOTTEs that Said Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 to the extent not contrary and/or inconsistent to/with the Act and/or to/with the rules and/or to/with any other applicable laws (including those, if any, in supersession of the West Bengal Apartment Ownership Act, 1972). DEVELOPER showing compliance of various laws/regulations as applicable in the State of West Bengal

21. BINDING EFFECT:

Forwarding this Agreement to ALLOTTEE by DEVELOPER does not create a binding obligation on the part of DEVELOPER or ALLOTTEE until, firstly, 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 ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by DEVELOPER. If ALLOTTEE fails to execute and deliver to DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by ALLOTTEE and/or fails to appear before the Registrar/ Sub-Registrar/ registrar of Assurance, as the case may be, for its registration as and when intimated by DEVELOPER, then, and in such event, DEVELOPER shall serve a notice to ALLOTTEE for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by ALLOTTEE, application of ALLOTTEE shall be treated as cancelled and all sums deposited by ALLOTTEE in connection therewith including the Booking Amount shall be returned to ALLOTTEE without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

DEVELOPER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by 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 ALLOTTEE that exercise of discretion by DEVELOPER in the case of one Allottee shall not be construed to be a precedent and /or binding on DEVELOPER to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that 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 Said Apartment bears to the total carpet area of all the flats/apartments in Said 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 complete only upon its execution by DEVELOPER through its authorised signatory at DEVELOPER'S office, or at the Project site as may be so determined by DEVELOPER after the Agreement is duly executed by ALLOTTEE and DEVELOPER 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 DEVELOPER'S Office or at the Project site as may be so determined by DEVELOPER.

30. NOTICES:

That all notices to be served on ALLOTTEE, Owner and DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to ALLOTTEE, the Owner or DEVELOPER by Registered Post at their respective addresses specified below:

ALLOTTEE:

Name:

Address:

Contact No.

Alternate Contact No.

Mail ID:

DEVELOPER:

Official Address:

Contact No.

Mail ID:

Owner:

Name:

Address:

Contact No.

Mail ID:

It shall be the duty of ALLOTTEE, the Owner and DEVELOPER 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 DEVELOPER or ALLOTTEE, as the case may be.

31. JOINT ALLOTTEES:

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

OTHER TERMS AND CONDITIONS/CONTRACTUAL UNDERSTANDING:

The other terms and conditions and/or contractual understanding as mentioned in **Schedule-D** herein below have been mutually agreed upon as per the contractual understanding between the Parties. It is clarified that such other terms and conditions and/or contractual understanding are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the rules and regulations made thereunder.

SCHEDULE-A
(Said Land)

ALL THAT piece and parcel of vacant land, *Commercial Baastu* by classification, being RS Plot No.-1987, LR Plot No.-4283, under LR Khatian No.-13343, J.L.No.-119(New) [68 (Old)], situated within Mouza-Bhiringi, having Sub-Divisional and Sub-Registry Office at

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Durgapur, Police Station-Durgapur, having an area of about 7.59376 (seven point five nine three seven six) *katha* or 12.5297 (twelve point five two nine seven) *satak* within Ward No.-20 of Durgapur Municipal Corporation (DMC), being DMC Holding No.-235/N/1 and Assessment No.-3309403043901, at the Street of Aurobinda Pally being premised at Aurobindo Pally, Bhiringi, Durgapur-13

NOW OR LATELY BUTTED AND BOUNDED BY

On the North	16 feet wide metalled road
On the South	RS Plot No.-1988
On the East	Land of same plot
On the West	30 feet wide <i>Rajmahal Road</i>

SCHEDULE-B

(PART -I)

(SAID APARTMENT)

ALL THAT one number of Apartment having a carpet area of square feet be the same, a little more or little less, onfloor oftype, being no....., delineated on the MAP annexed (**Annexure-A2**) hereto, bordered with **RED** thereon TOGETHER WITH undivided, proportionate, variable, impartible share on land appurtenant, underneath and attributable thereto TOGETHER WITH one number of covered car parking space TOGETHER WITH undivided, proportionate, variable, impartible share in the land attributable thereto AND TOGETHER WITH undivided, proportionate, variable, impartible share and interest in the common parts, portions, areas, facilities, amenities comprised in the Said Project more fully and particularly described anywhere in this Agreement TOGETHER WITH undivided impartible proportionate share in the said Land more fully described in SCHEDULE-A

(PART-II)

(CAR PARKING SPACE)

**FACILITY/BENEFIT PROVIDED WITH SAID APARTMENT WITHOUT
IMPOSITION OF ANY EXTRA CHARGE OR CONSIDERATION**

ALL THAT one number covered car parking space, being no..... for a medium-sized motor car on the ground floor

PART-III

FLOOR PLAN OF SAID APARTMENT

Plan annexed hereto as **Annexure-A2** showing in **RED** border the location of Said Apartment (which has been more fully described and detailed in Part I of SCHEDULE-C hereinafter) in Said Project known as **NARENDRA NIKETAN** being constructed on Said Land which shall be treated as part and parcel of this agreement.

SCHEDULE-C

PART - I

(TOTAL PRICE)

Consideration for sale of Said Apartment along with appurtenances is as below:

Price of the Apartment	
Goods & Services Tax	
Surcharge, if any	
Total Price	

Part-II

PAYMENT PLAN

[Total Price of Said Apartment –INR/= (Indian rupees only)]

Sl.	Milestone	Percentage*
i.	On Booking/Allotment (Issuance of Letter of Allotment)	5% of Total Price+ 50% of Extra Charges
ii.	On or before signing/execution of Agreement for Sale	10% of Total Price
iii.	On completion of foundation	15% of Total Price
iv.	On completion of Ground Floor Roof Casting	10% of Total Price
v.	On completion of First Floor Roof Casting	10% of Total Price
vi.	On completion of Second Floor Roof Casting	10 % of Total Price
vii.	On completion of Third Floor Roof Casting	10 % of Total Price
viii.	On completion of Fourth Floor Roof Casting	10% of Total Price + 30% of Extra Charges
ix.	On completion of Doors and Window of Said Apartment	10 % of Total Price
x.	On handing over of possession of Said Apartment (Execution of Sale Deed)	5 % of Total Price
xi.	On issuance of Letter of Occupancy	20% of Extra Charges+ 100% of the Deposits
xii.	On issuance of Notice for Possession	5% of the Total Price

[*each of the aforesaid shall be payable with the applicable Taxes thereon]

Part-III

("Extra Charges")

(Non-Refundable and Lump Sum)

Generator power back-up	INR [•]/- (Rupees [•] only)*
Legal drafting charges this Agreement and Final Deed of Conveyance and Charges for formation of Association (excluding stamp duty, registration fees, incidental charges for facilitating registration of this Agreement. Final Deed of Conveyance and formation of Association which are payable by ALLOTTEE)	INR [•]/- (Rupees [•] only)*

Costs, expenses and/or charges for carrying out the apportionment and separation in the records of Sub-Divisional/Block Land and Land Reforms Department in respect of the municipal rates and taxes payable by the ALLOTTEE	INR [•]/- (Rupees [•] only)*
WBSEDCL costs, expenses and charges for electricity infrastructure	INR [•]/- (Rupees [•] only) *

Part - IV
(“Deposits”)

WBSEDCL electricity meter deposit:	Actual Price charged by Company
Maintenance deposit	INR [•]/- (Rupees [•] only)
Sinking fund	INR [•]/- (Rupees [•] only)
Municipal rates and taxes deposit	INR [•]/- (Rupees [•] only)

SCHEDULE-D
(ADDITIONAL DISCLOSURES/DETAILS)

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR THE OCCUPIER(S) OF THE APARTMENT:

The terms, conditions, stipulations, obligations and restrictions that ALLOTTEE and all persons into whomsoever hands Said Apartment may come, are bound to adhere to and observe, the following:

- I) It is agreed by ALLOTTEE that even after the registration of this Agreement for Sale, DEVELOPER shall have the liberty to cancel this Agreement for one or more defaults and/or noncompliance of ALLOTTEE with the terms. conditions of this Agreement and/or material breach of this Agreement if ALLOTTEE fails, upon notification of DEVELOPER, and/or neglects to rectify and/or remedy such defaults, non-compliances and/or breaches for a period of 30(thirty) days from the date of service of such communication. For the removal of doubt date of return of such communication, for any reason whatsoever, from the last address entered by ALLOTTEE in the records of DEVELOPER shall be deemed to be service of such notification. On Cancellation of this Agreement for reasons mentioned above, DEVELOPER shall refund the payment received from ALLOTTEE in accordance with the provisions of the Act and Rules made thereunder, provided that ALLOTTEE shall be bound to be present to execute a registered Agreement for Cancellation/Rescission of these presents unconditionally at such time and venue fixed by DEVELOPER for the said purpose, failing which ALLOTTEE will be liable to pay damages @INR 2,000/- (Indian Rupees two thousand) only for each day of ALLOTTEE’S default in having this Agreement cancelled/rescinded.

- II) ALLOTTEE has understood that the Built-up area of Said Apartment is _____ sq. ft. and it is the aggregate of:
- a) Carpet Area;
 - b) Area of the Balconies;
 - c) Niches, elevation, treatment and external walls of Said Apartment, as estimated and computed by the Architect;
- III) ALLOTTEE has understood Super Built-up area of the flat is _____ sq. ft. which is relevant for the purpose of causing mutation of Said Apartment in the records of competent authority/authorities;
- IV) It is agreed by ALLOTTEE and DEVELOPER that variation of up to 3% (three percent) in carpet area of Said Apartment during handing over thereof shall be deemed within the "allowable limit" for the purpose of Clause 1.7 and other concerning provisions of this Agreement in lieu of which there shall be no monetary compensation to either of the parties; that is to say that if Carpet Area of Said Apartment is found to have exceeded by less than or equal to 3% (three percent), then DEVELOPER shall not be eligible to claim any extra cost over and above Total Price of Said Apartment, similarly if it is found that Carpet Area has reduced by less than or equal to 3% (three percent) then ALLOTTEE will not be entitled to claim any exemption from Total Price;
- V) ALLOTTEE has understood and unconditionally and unequivocally and/or categorically accepts that the stamp duty, registration fees and other incidental expenses for registration of Said Apartment in favour of ALLOTTEE shall be payable by ALLOTTEE at actuals in addition to Total Price mentioned under the head "Terms" in Clause (1) written hereinabove;
- VI) ALLOTTEE whole-heartedly promises not to raise any objection and/or dispute if stamp duty and registration charges for registering this Agreement and Final Deed of Conveyance are calculated on the basis of Carpet Area of Said Apartment and undertakes willingly to pay the same without any demur and/or dispute;
- VII) 'Deposits', in connection with Clause 1.2 of this Agreement, as mentioned in Part IV of SCHEDULE-C hereinabove written will be held by DEVELOPER till such amounts are paid to concerned agencies/authorities, including that of Authority of WBSEDCL, for providing electrical connections by installation of electric energy- meters and maintenance of common areas, amenities and facilities in Said Project as well as paying charges to local authorities. ALLOTTEE has understood and unconditionally and unequivocally and/or categorically accepts that:
- a) DEVELOPER shall hold such Deposits without any interest;
 - b) Residual amount, if any, after making required deductions, upon estimation by DEVELOPER, shall be handed over to the association of allottees on its formation or to any other formal or informal association, society or group comprising of majority of allottees if there is delay in formation of such association or society following due process of law;

- c) Amount to be taken as Deposits are dependant on present estimates of DEVELOPER which if found insufficient would have to replenished by further contributions from allottees of apartments of Said Project.
- VIII) 'Extra Charges' as mentioned in 1.2 above and elaborated in Part III of SCHEDULE- C hereinabove written shall mean each of the non-refundable extra amounts payable by ALLOTTEE on non-refundable basis to DEVELOPER and/or to the other entities, inter alia, towards any extra charges, in addition to the extra charges as stated above all charges/fees payable towards/in lieu of having regularized any deviations in the construction from the sanctioned plan(s) shall be payable by ALLOTTEE proportionately or wholly, as the case may be, as stipulated in the relevant statute governing the same. In addition, stamp duty and registration fees, incidental charges for registration of Sale Agreement, Final Deed of Conveyance etc. to be paid by ALLOTTEE at actuals, each as determined by the DEVELOPER at its sole and absolute discretion together with the applicable taxes thereon.
- IX) It is agreed that all reference for payment of interest on amounts due as mentioned in this Agreement shall mean interest at the rate prescribed from time to time in the rules, such rate on the date of execution of this Agreement shall be the prime lending rate (or equivalent thereof by whatever name called from time to time) of the State Bank of India plus 2% (two percent).
- X) It is agreed that the expression taxes wherever the reference to the taxes is appearing in this Agreement shall, subject, however, to the extent wherever applicable, mean all the taxes, cesses, assessments, duties, levies, impositions, charges etc. by whatever name called including but not limited to sales tax, service tax, works contract tax, value added tax, goods and services tax (GST) etc. imposed/leviable/levied/charged/chargeable inter alia on each amount:
- a) paid/payable/deposited/to be deposited by ALLOTTEE;
 - b) paid or payable by the DEVELOPER in respect of any part or portion of Said Project (including the construction thereof); and
 - c) paid or payable on the demise/transfer and/or the permission contemplated hereunder, irrespective of whether such taxes, cesses, assessments, duties, levies, impositions, charges etc. are subsisting as on the Execution Date or are imposed/levied/revised in the future, with retrospective effect or otherwise, and shall mean and include any increments thereof;
- XI) The term 'Applicable Laws' mentioned in this agreement shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, ordinances, notifications, protocols, codes, guidelines, policies, directions, directives, notices, orders, judgments, decrees or other requirements or official directives, binding actions etc. of any Governmental Authority, or Person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in

effect on the date of this Agreement or thereafter or hereafter, as updated or revised or amended or substituted from time to time.;

XII) The term 'Association of allottees' mentioned in this agreement shall mean entity to be formed and/or caused to be formed, in consonance with the Act and Rules made thereunder and/or with any other Applicable Laws, under the provisions of The West Bengal Apartment Ownership Act, 1972 and the rules made thereunder, as revised/amended from time to time, *inter alia*, for:

- a) management and maintenance of all amenities and facilities required for the purpose of maintaining, administrating and taking care of Said Project, in respect of the use and occupation thereof on no-profit-no-loss basis;
- b) maintenance, repair, improvements and replacement of the common areas and facilities as mentioned in the Deeds of Conveyance and otherwise of the apartment owners and making payments therefor;
- c) for providing and doing any other thing for the administration of the common areas, common amenities, facilities and other common utility services;

XIII) ALLOTTEE has understood and unconditionally and unequivocally and/or categorically accepts that ALLOTTEE is satisfied about the Common Areas and Amenities, details of which are mentioned in **SCHEDULE-E** written hereinbelow, and ALLOTTEE shall not raise any requisition and/or seek any clarification on or raise in future any objection regarding deficiency of such Amenities. ALLOTTEE has also understood that the use of such Amenities shall, however, be subject to full payment of maintenance charges for such Amenities;

XIV) ALLOTTEE has understood and unconditionally and unequivocally and/or categorically accepts that even though the possession of Said Apartment may be handed over by DEVELOPER to ALLOTTEE under the terms of this Agreement there may still be some work left to be completed in some portions of the Common Areas which will be completed in due course of time even after receipt of Completion Certificate of Said Project from Competent Authority. In this regard ALLOTTEE has further understood and further unconditionally and unequivocally and/or categorically accepts that Said Project shall be considered to be completed and ALLOTTEE shall not raise any claim of any nature whatsoever regarding timeline for completion of Said Project or on any other ground whatsoever in this regard;

XV) ALLOTTEE has understood and unconditionally and unequivocally and/or categorically accepts that the "title" of the entirety of the Common Area or as provided in this Agreement is to be conveyed/transferred to the association of allottees as provided for in the Act and/or the Rules as also in clause 1.8 (ii) above in due course of time. ALLOTTEE, hereby, unconditionally and unequivocally agrees and confirms that ALLOTTEE shall, upon receiving a request from the DEVELOPER shall sign/execute such Deed of Conveyance and/or give unconditional and unequivocal consent for such transfer of Common Area to the association of allottees and ALLOTTEE further agrees and

confirms that such consent shall be and shall always be deemed to have been granted spontaneously, without any misrepresentation by ALLOTTEE to DEVELOPER. ALLOTTEE further unconditionally confirms to bear the proportionate costs towards stamp duty and registration charges, if so required, at the time of such transfer. This obligation of ALLOTTEE, as aforesaid, shall be an essential covenant to be unconditionally complied with by ALLOTTEE in due course of time as and when required and shall be and shall always be deemed to be a covenant running with Said Land till it is complied with and/or be deemed to have been complied with by ALLOTTEE.

- XVI)** DEVELOPER shall be entitled to obtain finance and/or loans and/or financial accommodations from any scheduled bank and/or financial institutions and/or NBFC's for the purpose of the construction and completion of Said Project to the extent and within the provisions of the relevant laws provided always that entire obligation to repay such loans shall be solely on DEVELOPER and no any encumbrance over title of ALLOTTEE over Said Apartment would be created. ALLOTTEE shall comply with all of ALLOTTEE'S obligations under this Agreement to the full satisfaction of DEVELOPER pursuant to which DEVELOPER shall ensure that Said Apartment is made free from all encumbrances of all and any nature whatsoever on or before the execution and registration of Final Deed of Conveyance of undivided proportionate title in Common Areas, as envisaged in the Act and Rules made thereunder, by DEVELOPER and Owner in favour of association of allottees;
- XVII)** Said Project and also Common Areas which are to be comprised within Said Project shall always be and remain subject to change and modification as may be deemed fit and necessary by DEVELOPER and/or by the Architect for better use and enjoyment of Said Project and/or the Common Areas in Said Project without, however, affecting the rights of ALLOTTEE prejudicially and provided such changes and modification are within reasonable limits envisaged under the Act. ALLOTTEE hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas and in this regard the allottee also hereby grants and/or deemed to have granted an unconditional authority to the DEVELOPER for making required applications and/or applications to the concerned authority/ authorities for obtaining all consents and approvals for effecting such changes and/or sanctions from such authorities.
- XVIII)** ALLOTTEE, if required by DEVELOPER or under the Act/Rules, as the case may be, shall make all payments, in common with other co-purchasers of apartments in Said Project in the proportion that the Carpet Area of Said Apartment bears to the total Carpet Area of all the apartments within Said Project;
- XIX)** ALLOTTEE has made himself aware of the parking scheme sanctioned by the Municipality and ALLOTTEE unconditionally and unequivocally and/or categorically accepts the right of DEVELOPER to give permission to park

- vehicles/ cars in the sanctioned covered areas (as a facility and/or benefit attached with Said Apartment without charging any consideration);
- XX)** ALLOTTEE hereby agrees and confirms that in case Said Apartment has been agreed to be purchased by ALLOTTEE in a “finished” form which will mean Said Apartment to be given to ALLOTTEE with the specifications mentioned in **SCHEDULE-F** of this agreement then, and in such event, DEVELOPER shall only be under obligation to give possession of Said Apartment only with the specifications mentioned in said **SCHEDULE-F** and ALLOTTEE shall not raise in future any objection in this regard.
- XXI)** ALLOTTEE is aware that the pipelines of the upper floor apartment shall pass below the ceiling of the lower floor apartment in the toilet and shall be covered by false ceiling to be provided by the DEVELOPER. Accordingly, the pipelines of upper floor apartment shall pass below the ceiling of the lower floor apartment being Said Apartment and the pipelines of Said Apartment shall pass below the ceiling of the lower floor apartment. All costs of maintenance of such pipelines shall form part of maintenance charges. However, if ALLOTTEE commits any alteration or changes or damages or obstructs the said pipelines of the upper floor apartment and/or the false ceiling, ALLOTTEE shall be liable to bear and pay the entire charges and liabilities thereof and to remedy the same at the earliest and in any case within 24 hours of such alteration, changes, damage and obstruction. In all other cases where any issue occurs to such pipelines not attributable to any wrong doing by any allottee, the Maintenance In-charge shall upon being intimated by the concerned allottee take steps to repair and remedy the same and the concerned allottee shall grant permission to the person/s appointed by the Maintenance In-charge to allow unobstructed and unhindered access to his/her unit for such repair.
- XXII)** The Defect Liability of DEVELOPER as mentioned in clause 12 of this Agreement the DEVELOPER shall:
- a)** not be liable for any defect or deficiency occasioned on account of any act or omission on the part of ALLOTTEE;
 - b)** not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect;
 - c)** not be liable to rectify any defect occurring under the following circumstances:
 - i)** If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after ALLOTTEE has taken over possession of Said Apartment. The DEVELOPER will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - ii)** If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of Said Apartment unto

- ALLOTTEE. DEVELOPER will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the DEVELOPER will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 - iv) If ALLOTTEE after taking actual physical possession of Said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of Said Apartment by making any changes in Said Apartment, then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, DEVELOPER shall not be responsible;
 - v) Different materials have different coefficient of expansion and contraction and due to such qualitative difference(s), 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 need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance of Said Project without DEVELOPER being made responsible in this regard;
 - vi) not be responsible for the defects in case the materials, fittings and fixtures provided by DEVELOPER are not used/ maintained by ALLOTTEE or ALLOTTEE'S agents in the manner in which the same is required to be maintained or in case the annual maintenance charges to be paid for such materials, fittings and fixtures are not paid by ALLOTTEE;
 - vii) Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case ALLOTTEE, without first notifying DEVELOPER and without giving DEVELOPER the reasonable opportunity to inspect, assess and determine the nature of the purported defect in Said Apartment, alters the state and condition of the area of the purported defect, then the DEVELOPER shall be relieved of its obligations contained in Clause 12 of this Agreement;
 - viii) not be allowed to use a hammer of any size or dimension in carrying out any internal work within Said Apartment and in case of violation of this condition ALLOTTEE will be liable for all costs and consequences for such violation of this condition and provided also that ALLOTTEE, under no circumstances, tamper and/or change

and/or make variations in any form and/or manner whatsoever the load bearing walls, beams and columns with Said Apartment.

XXIII) ALLOTTEE SHALL:

- a) cooperate with the other co-buyers and co-occupiers of the constructed spaces/units within Said Project, DEVELOPER and/or the association of allottees and/or nominate agency (Facility Management Entity), as the case may be, in the management and maintenance of Said Apartment, Said Project and shall abide by the directions and decisions of the DEVELOPER and/or the association of allottees, as the case may be, as may be made from time to time in the best interest of Said Apartment, and/or Said Project;
- b) pay to DEVELOPER or the association of allottees and/or nominated agency/agencies, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of Said Project, that has been caused by the negligence and/or wilful act of ALLOTTEE and/or any occupier of Said Apartment and/or family members, guests or servants of ALLOTTEE or such other occupiers of Said Apartment;
- c) use only the allotted slot of the parking as earmarked in Said Plan for exclusive use of ALLOTTEE and not to use or park vehicles in any other slot within Said Project;
- d) not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from Said Apartment in the compound or any portion within Said Project other than in the area designated for such purpose;
- e) notify DEVELOPER or the association of allottees and/or nominated agency/agencies, as the case may be, in case ALLOTTEE lets out Said Apartment, of tenant's/transferee's details, including address, email-id and telephone number;
- f) not sub-divide Said Apartment and/or any part or portion thereof;
- g) not close or permit the closing of verandahs, exclusive terrace, if any, or lounges or balconies or lobbies and common parts or portions;
- h) not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in Said Apartment;
- i) install grills, the design of which has not been suggested and/or approved by DEVELOPER or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of Said Project;
- j) not build, erect or put upon Common Areas any item of any nature whatsoever;
- k) not use Said Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the

same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to allottees/occupiers of other apartments in Said Project;

- l)** not use Said Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- m)** not make or permit any disturbing noises in Said Apartment or allow ALLOTTEE'S family, invitees, acquaintances or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of other allottees/occupiers in Said Project;
- n)** not keep in Car Parking Space anything other than cars or two-wheeler or use the same for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- o)** not park or allow its vehicle to be parked in the pathway or open spaces (except sanctioned parking) in Said Project or any part or portion thereof, save and except the parking space allotted to ALLOTTEE, if any, or any other place specifically demarcated for the parking of the vehicles of visitors of allottees/occupiers of other apartments in Said Project;
- p)** not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of Said Project in any manner whatsoever;
- q)** not misuse or permit to be misused the water supply to Said Apartment;
- r)** not change/alter/modify the name of the Building and Said Project from that mentioned in this Agreement;
- s)** not use name/mark of DEVELOPER in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of Said Apartment and if ALLOTTEE does so, ALLOTTEE shall be liable to pay damages to DEVELOPER and shall further be liable for prosecution for use of such mark of the DEVELOPER;
- t)** not carry on or cause to be carried on any obnoxious or injurious activity in or through Said Apartment or parking space, if any, and the Common Areas;
- u)** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save and except usual home appliances;
- v)** not install or keep or run any generator in Said Apartment;
- w)** not smoke in public places inside Said Project which is strictly prohibited and ALLOTTEE and ALLOTTEE'S guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- x)** not pluck flowers or stems from the gardens or plants;

- y) not throw or allow to be thrown litter on the grass planted within Said Project;
- z) not trespass or allow to be trespassed over lawns and green plants within Said Project;
- aa) not overload the passenger lifts and shall move goods only through the staircase of Said Project;
- bb) not use the elevators in case of fire;
- cc) not object to DEVELOPER and the association of allottees putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
- dd) not fix or install any antenna on the roof or terrace of Said Project or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by DEVELOPER and/or the association and/or nominated agency of allottees, as the case may be;
- ee) not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
- ff) remain fully responsible for any domestic help or drivers, maids employed by ALLOTTEE and any pets kept by ALLOTTEE;
- gg) not refuse or neglect to carry out any work directed to be executed in Said Project or in Said Apartment after ALLOTTEE has taken possession thereof, by a Competent Authority, or require or hold DEVELOPER liable for execution of such works;
- hh) not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of Said Project.
- ii) not object to DEVELOPER entering into agreements (on such terms and conditions and for such period as DEVELOPER shall decide) with the concerned service providers of DEVELOPER'S choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to Said Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/demarcated by DEVELOPER within Said Project and which would be declared to be common facilities by DEVELOPER.
- jj) install air-conditioning units only at the designated places/ as constructed /approved by DEVELOPER
- kk) repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside Said Apartment, at the cost of ALLOTTEE;
- ll) ensure that domestic help/service providers visiting Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry;
- mm) not obstruct DEVELOPER/ association of allottees (upon formation) in their acts relating to the Common Areas, amenities and facilities;

- nn) be liable and responsible to cooperate with DEVELOPER in making application and obtaining mutation of Said Apartment in the records of the concerned authorities within a period of three (3) months and shall keep DEVELOPER indemnified against any loss, claims and/or demand made against DEVELOPER due to non-fulfilment and/or non-observance of this obligation by ALLOTTEE;

XXIV) NOMINATION BY ALLOTTEE WITH CONSENT:

ALLOTTEE admits and accepts that after the lock-in period, as mentioned below, and before the execution and registration of Final Deed of Conveyance for Said Apartment, ALLOTTEE (subject to the following conditions) will be entitled to nominate, assign and/or transfer ALLOTTEE'S right, title, interest and obligations under this Agreement subject, however, to the nominee agreeing to strictly adhere to the terms of this Agreement:

- a) ALLOTTEE shall make payment of all dues, including any interest for delay, to DEVELOPER in terms of this Agreement, up to the time of nomination;
- b) ALLOTTEE cannot nominate any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement;
- c) In respect of any nomination, ALLOTTEE shall obtain prior permission of DEVELOPER and ALLOTTEE and the nominee shall be bound to enter into a tripartite agreement with DEVELOPER and ALLOTTEE;
- d) ALLOTTEE shall pay a sum calculated @ 2.5 % of Total Price of Said Apartment as mentioned in this Agreement plus applicable taxes, as and by way of nomination fees to DEVELOPER. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. The nomination fees, however, shall not be payable in case of nomination in favour of parents, spouse or children of ALLOTTEE. Any additional income tax liability that may become payable by the DEVELOPER due to nomination by ALLOTTEE because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by ALLOTTEE paying to DEVELOPER as agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by ALLOTTEE on or before nomination. ALLOTTEE admits and accepts that ALLOTTEE shall not be entitled to nominate or assign ALLOTTEE'S rights under this Agreement save in the manner indicated above.

SCHEDULE-E

(COMMON AREAS AND AMENITIES)

- 1) The entire land comprised in Said Project;

- 2) Driveway in Said Project;
- 3) Common DG set as identified by DEVELOPER;
- 4) Common Guard Room as identified by DEVELOPER;
- 5) Underground Sewage Treatment Plant (STP) to be located/installed at such portion/area of Said Land as identified by DEVELOPER;
- 6) Underground Domestic Water Tanks to be located/installed at such portion(s)/area(s) of the Said Land as identified by DEVELOPER;
- 7) Underground Fire Water Tanks to be located/installed at such portion(s)/area(s) of the Said Land as identified by DEVELOPER;
- 8) Underground Fire & Domestic Pump Room to be located/installed at such portion(s)/ area(s) of the Said Land as identified by DEVELOPER;
- 9) The entrance lobby for Said Project;
- 10) The common driveway to access the said Car Parking Spaces;
- 11) All the staircases within Said Project;
- 12) Lift within Said Project;
- 13) All the green areas within Said Project and on Ground Floor;
- 14) All the common toilets within Said Project;
- 15) The gatehouses and if any boom barrier within Said Project;
- 16) The lift lobby within Said Project;
- 17) All the fire refuge areas within Said Project;
- 18) All the AC ledges within Said Project;
- 19) All the lift machine rooms, mumty rooms, meter rooms, overhead tanks and electrical transformer and/or open to sky WBSEDCL and/or electrical installation rooms as identified by DEVELOPER for Said Project;
- 20) All the electrical and service infrastructure identified by DEVELOPER;
- 21) All the service shafts within Said Project;
- 22) All the fire detection and fighting system;
- 23) All solar Panels on the ultimate roof.

SCHEDULE-F **(Building Specifications)**

All the materials written hereunder to be provided by DEVELOPER is subject to change in case of infringement of any extant Rules or Regulations devised by any Competent Authority		
1.	Foundation	RCC framed structure with anti-termite treatment in foundation with earthquake resistance. All steel structures shall be of reputed make like SAIL, TATA or equivalent. Cement from manufacturers like Lafarge, ACC, Ultratech to be used (Materials to be used is subject to the availability in the market at the relevant point of time)

2.	Exterior Elevation	Weather Coat paint by certified Asian Paints, Berger Paints (ISI) or equivalent
3.	Interior Finish	➤ Bed Room- • Wall-Wall Putty (including Primer) • Floor- 600 mm x 600 mm Glazed Vitrified Tiles (GVT); ➤ Drawing Room & Dining Room- • Wall-Wall Putty (including Primer) • Floor- 1000 mm x 1000 mm (GVT); ➤ Toilet- • Floor- Rustic/Mat Finish tiles (600 mm x 600 mm) • Wall-Digital tiles (600 x 600) up to 7 feet above the floor level ➤ Kitchen- • Wall-Digital tiles (600mm x 300mm/ 450mm x 300mm) up to four feet above the Granite slab • Slabs-Granite • Floor-Anti Skid tiles (600mm x 600mm)
4.	Bathroom	➤ All pipes of PVC of make Finolex, Supreme, Jain Irrigation or equivalent; ➤ All ISI certified CP fittings of the make of Merc, Jaquor or equivalent; ➤ All certified sanitary ware of the make Parryware, Hindware or equivalent; ➤ Bathroom Geyser lines of ISI certified manufactures like Tata or equivalent.
5.	Windows	Aluminium/PVC/UPVC make of 4 mm thickness
6.	Doors	➤ Frames- Wooden frames of <i>Sal</i> wood from Siliguri <i>sal</i>, Malyasian <i>sal</i> or equivalent ➤ Bathroom- PVC design door ➤ Main and other doors- ISI specified moulded door of 32 mm thickness of reputed make
7.	Electrical wiring	All electrical wiring of proper gauge of Finolex, Havells, Humbert or equivalent make subject to the availability of the product at relevant point of time
8.	Electrical fittings	Modular Switch of reputed make
9.	Solar Power	5 KVA Solar Module installed on rooftop
10.	Water Supply	Corporation water supplemented by tube well subject to permission from appropriate authority
11.	Lift	Lift from manufacturers like Otis RVLTL, Jhonson or

		equivalent
12.	Stairs	Covered with granites of suitable size
13.	Generator	24 hrs backup for all common services (including flats/apartments)
14.	Security	24 hrs security of entire complex (with CCTV Cameras)

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day month and year first above written.

SIGNED AND DELIVERED BY OWNER
AT DURGAPUR IN PRESENCE OF

SIGNATURE OF OWNER

.....

(Name:
Address:

.....
Nabendu Ghosh

SIGNED AND DELIVERED BY
DEVELOPER AT DURGAPUR IN
PRESENCE OF

SIGNATURE WITH
SEAL OF DEVELOPER

.....

(Name:
Address:

.....
Nabendu Ghosh
Director (DIN-08673355)
And Authorised Signatory,
Prince Constructions and
Developers Private Limited

SIGNED AND DELIVERED BY ALLOTTEE
AT DURGAPUR IN PRESENCE OF

.....

(Name:
Address:

.....
Signature of ALLOTTEE