

This Agreement for Sale ("Agreement") executed on this day of December, 2025

By and Between

SEFALI COMPLEX" a partnership firm, (**PAN- AFGFS 5796 G**) having its registered office at Vill.:- & P.O.:- Uttar Mechogram, P.S.- Panskura, Dist.-Purba Medinipur, W.B. Pin-721139 being represented by its authorized Partners (1) **SRI MOULIK CHOWDHURY** (PAN:BELPC4989Q), (Adhaar No:790401308980) s/o Arup Chowdhury, by creed Hindu by occupation business, at present residing at Vill.:- Uttar Mechogram, P.O.:-Uttar Mechogram, P.S.- Panskura, Dist.-Purba Medinipur, W.B. **Pin-721139** **AND** (2) **SRI SUBRATA KUMAR DAS** (PAN:AICPD3950G), (Adhaar No:729549042422) S/o Hari Sadhan Das, by creed Hindu by occupation business, at present residing at Vill.:- Dakshin Mechogram, P.O.:-Uttar Mechogram, P.S.- Panskura, Dist.-Purba Medinipur, W.B. **Pin-721139, AND** (3) **SRI CHANDAN JANA** son of SUBHAS JANA (PAN- AIIPJ 6407C) (Aadhaar: 6364 2315 9073) by creed Hindu, by occupation business, at present residing at Vill.:- Kanasi, Brindaban Chak, P.O.:-Maguri Jagannathchak, P.S.- Panskura, Dist.-Purba Medinipur, W.B. **Pin-721152** hereinafter referred to as the "**Developer**" (which expression shall mean and include its successors-in interest and/or assigns) of the **One Part;**

And

Name-----Address_____

hereinafter, collectively, called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee's heirs, executors, administrators, successors-in-interest and permitted assigns) (which expression shall mean and include only his/her/each of their respective permitted successors-in-interest and/or permitted assigns) of the **Other Part**:

(The "**Developer**" and the "**Allottee**" are, hereinafter, collectively referred to as the "**Parties**")

Whereas:

A. The Developers are the absolute and lawful Developers of the property described in **Schedule A** hereto (the "**Said Premises**") as per the devolution of title of the Said Premises as more fully described in the **Schedule B** hereto.

B. The Developers has taken up development of the Said Premises for the purpose of constructing a complex, to be known as "**Sefali Complex**" comprising three buildings/towers out of which basement floor, second floor to upper floors with common amenities and facilities, including the Lift, open common spaces therein which are earmarked and/or meant to be used in common by the occupants of the residential flats /units within the said three Towers morefully described in **Part I** of **Schedule C** hereunder written (the "**Residential Tower**") morefully described in **Part II** of **Schedule C** hereunder written (the "**Residential Common Areas**") of the "**Sefali Complex Residential Section**".

The Ground Floor, First Floor & Second Floor of **AB Block** and Ground Floor, First Floor of **C Block** of said three buildings/towers shall have commercial spaces/ shops/ big commercial Units in demarcated areas/zones intended for use for fish, vegetable wholesale market and other commercial & semi commercial purposes (collectively the "**Commercial Area**") with amenities and facilities, which are earmarked and/or meant to be used in common by the occupants of the units/spaces/ other areas within the said Commercial area and shall include the ten to eight feet wide Service Area (*as per availability*) adjacent to each commercial Units of the Ground floor of the building, meant to be used in common by the commercial shop occupants of the all towers (the "**Commercial Service Areas**") the uses and restrictions morefully described in **Schedule D** hereunder.

And within the complex on the Ground Floor by the side the Commercial Service area and in between the internal road and boundary wall of the complex certain areas specified/earmarked/demarcated portions of the said residential cum commercial complex are reserved for the Developer and statements about "**DEVELOPER'S RETAINED AREA**" more fully described in **Schedule E** hereunder written (the "**DEVELOPER'S RETAINED AREA**") all of which are, collectively, hereinafter referred to as the "**Project**".

C. The Vendor is fully competent to enter into this Agreement, and all the legal formalities with respect to the respective right, title and interest of the Developers regarding the Said Premises on which the Project is to be constructed have been completed.

D. The **Panskura Municipality** has since granted the commencement certificate/letter to develop the Project vide approval dated _____ bearing Application No. _____;

- E. The Developer has caused buildings consisting of three (B+G+IV) blocks (**AB** a composite Block, and **C** standalone Block) plan proposing and development and construction of a building complex for residential and Commercial purposes as a composite plan for mixed use development approved being no. _____ dated _____ (the “**Plan**”) from PM. The Developer agrees and undertakes that they shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and other Laws as applicable.
- F. The Developer has applied to register the Project under the Provisions of the Act with the real estate regulatory authority at Kolkata under registration no WBRERA/_____;
- G. The **Allottee** had applied to the Developer for allotment of a residential flat in the Project vide application dated _____ on the terms and conditions recorded therein, and the Allottee has been allotted one residential Unit/Shop/flat no. _____ having a carpet area of _____ square feet, more or less, on the _____ floor in the Project (“**Flat**” / “**Shop**”) **along with** one covered parking in the **Basement floor** to be earmarked in due course as permissible under the applicable laws (“**Car Parking Space**”) **along with** pro rata share in the Residential Common Areas as defined under clause (n) of section 2 of the Act (“**Common Areas**”) **also along with** only the right to use (without any pro rata share) the Shared Common Areas in the manner provided in this agreement, all of the above are, hereinafter, collectively, referred to as the “**Apartment**” and more particularly described in **Schedule F** hereunder written and the floor plan of the Flat and the Car Parking Space AND/OR the **Commercial Unit(s)/SHOP** is and more particularly described in **Schedule J** hereunder written.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their mutual rights and obligations as detailed herein.
- I. The Parties have also gone through the additional disclosures and/or details as set out in **Schedule I** to this Agreement and have understood and accepted the same.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all the applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the parking spaces as specified in **Paragraph ‘G’** above.

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

1. Terms:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer, hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in **Paragraph 'G'** above.
- 1.2 The total price for the Apartment based on the carpet area of the Flat is **Rs.** _____ only (the "**Total Price**"). Apart from the Total Price, deposits on various account shall also be payable by the Allottee ("**Deposits**"). The details of the Total Price as well as the Deposits are given in **Schedule-G** written below;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the concerned competent authority(ies) and/or any other increase in charges which may be levied or imposed by the concerned competent authority(ies) from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in the development charges, cost/charges imposed by the concerned competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect, if available, along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule H ("Payment Plan")** subject to payment of applicable GST, *The Allottee/Buyer shall pay Goods and Services Tax (GST) at such rate(s) as may be applicable under the prevailing law on the total sale consideration and/or on each part or installment thereof, as and when demanded by the Developer/Seller. GST shall be payable proportionately on every part-payment of the total consideration in accordance with the construction-linked or payment schedule, and the Developer/Seller shall be entitled to raise tax invoices accordingly. Any change in the rate of GST or its applicability due to amendment in law shall be borne by the Allottee/Buyer, and the Developer/Seller shall not be liable for any statutory variation thereof.*
- 1.5 The Developer may allow, at its sole discretion, a rebate for early payment of the instalments payable by the Allottee, by discounting such early payments at the rate of 5% (Five percent) per annum 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 the Allottee by the Developer.
- 1.6 It is agreed that the Developer shall not make any additions and alterations in/to the Plan and/or the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Unit/Flat, Car Parking Space and/or the building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes for alterations as per the provisions of the Act.
- 1.7 The Developer shall confirm the final carpet area of the said Unit/Flat that has been allotted to the Allottee after the construction of the Project is complete and the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) (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. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area, within the defined limit then the Developer shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Real Estate (Regulation and Development) Rules 2021 ("**Rules**"), from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, allotted to the Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8 Subject to clause 9.3 below the Developer agrees and acknowledges, that the Allottee shall have the right to the Apartment, as mentioned below:
 - 1.8.1 The Allottee shall have exclusive OWNERSHIP of the Flat;
 - 1.8.2 The Allottee shall also have undivided proportionate share in the Residential Common Areas with other occupants of the Project. Since the share / interest of the Allottee in the Residential Common Areas is undivided and cannot be divided or separated, the Allottee shall use all Residential Common Areas along with other occupants maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Residential Common Areas as also the Shared Common Areas shall always be subject to the timely payment of the maintenance charges and other charges ("**other charges**" *which includes Association formation charges, WBSEB Transformer and Cabling charges, Security charges for electric meter, Legal/documentation, Incidental Expenses*) as applicable. It is clarified that the Developer shall convey the undivided proportionate title in the Residential Common Areas to the association of allottees as provided in the Act.
 - 1.8.3 The computation of the price of the Apartment includes recovery of price of land (comprised in the Said Premises), construction of not only the Flat and the Car Parking Space OR the Commercial Unit(s) but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment, if any, in the Common Areas etc and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Developer and the Allottee agrees that the either the Commercial Unit OR Flat and the Car Parking Space OR the Commercial Unit(s) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said 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 the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Residential Section of the Project, (i.e. portions of the Project comprised within the Commercial service area/ Section and DEVELOPER'S RETAINED AREA) shall not form a part of the

declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment OWNERSHIP Act 1972.

- 1.11 The Developer agrees to pay all outgoing before transferring the physical possession of the Commercial Unit or Flat and the Car Parking Space OR the Commercial Unit(s) to the allottees, which the Vendor has collected from the allottees including, wherever applicable, land cost, ground rent, G.P. 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 the Project. If the Developer fails to pay all or any of the outgoings collected by the Developer from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the Unit or Flat and the Car Parking Space OR the Commercial Unit(s) respectively to the allottees, then, and in such event, the Developer agrees to be liable, even after the transfer of the property (i.e. the commercial unit/Flat and the Car Parking Space OR the Commercial Unit(s)), 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.** _____ **only**) which shall be and shall always be treated and/or be deemed to be the “**Booking Amount**”, (being the part payment towards the Total Price of the Apartment mentioned in the **Schedule G** hereunder) at the time of Application, the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein, provided that if the Allottee delays in payment towards any amount, which is payable, the 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 the Developer abiding by the construction milestones, the Allottee shall make all payments on demand by the 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 ' _____ ', payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act , 1999 , Reserve Bank of India Act and Rules and Regulations made 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 of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the

Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Developer to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the said Flat, if any, in the Allottee's name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project and handing over the commercial Unit, Flat and the Car Parking Space OR the Commercial Unit(s) to the Allottee and the Residential Common

Areas to the association of the allottees after receiving the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law). Similarly, the Allottee shall make timely payments of the instalments and other dues payable by the Allottee and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in **Schedule H ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Commercial Unit/ Flat and the Car Parking Space OR the Commercial Unit(s) and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said Plan and/or such plans layout plans, floor plans and specifications. Subject to the terms in this Agreement, the 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 the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT AND THE CAR PARKING SPACE OR THE COMMERCIAL UNIT(S)

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

7.1 Procedure for taking possession – The Developer, upon obtaining the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) shall offer in writing the possession of the Flat and the Car Parking Space OR the Commercial Unit(s), to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developer shall give possession of the Flat and the Car Parking Space OR the Commercial Unit(s) to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay

the maintenance charges as determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 15 (fifteen) days of receiving the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law).

7.2 Failure of Allottee to take Possession of Flat and the Car Parking Space OR the Commercial Unit(s):

Upon receiving a written intimation from the Developer as per clause 7.2 above, the Allottee shall take possession of the Flat and the Car Parking Space OR the Commercial Unit(s) from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat and the Car Parking Space OR the Commercial Unit(s) to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.3 Possession by the Allottee – After obtaining the completion certificate and (and/or the occupancy certificate, if there be any under the relevant provisions of law) handing over physical possession of the Flat and the Car Parking Space OR the Commercial Unit(s) to the Allottee, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Residential Common Areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

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

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

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Flat and the Car Parking Space OR the Commercial Unit(s) (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of the Developer's business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat and the Car Parking Space OR the Commercial Unit(s), with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat and the Car Parking Space OR the Commercial Unit(s).

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

- i. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- ii. There are no encumbrances upon the Said Premises or the Project except, however, the loan and/or the financial facility to be OR may be obtained by the Developer for construction of the Project from any Bank by executing and registering the deed of mortgage. The Developer, however, in case the said loan is paid back and/or foreclosed anytime during the period of construction of the Project shall be further entitled to avail loans and/or financial facilities in future as may be permissible under the applicable law(s) and by complying the requirements of such law(s);
- iii. There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Flat and the Car Parking Space OR the Commercial Unit(s);
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Flat and the Car Parking Space OR the Commercial Unit(s) are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises and Flat and the Car Parking Space OR the Commercial Unit(s) and the Common Areas;
- v. The 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 the Allottee created herein, may prejudicially be affected;
- vi. The 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 the Said Premises, including the Project and the said Flat and the Car Parking Space OR the Commercial Unit(s) which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Developer confirms that the Developer is not restricted in any manner whatsoever from sale of the said Flat and the Car Parking Space OR the Commercial Unit(s) and/or the Apartment to the Allottee in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat and the Car Parking Space OR the Commercial Unit(s) to the Allottee and the Residential Common Areas to the association of the allottees;
- ix. The schedule property being the Said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property being the Said Premises;
 - x. The 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 the said Project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Premises) has been received by or served upon the Developer in respect of the Said Premises and/or the Project;

xii. That the Said Premises is not a Waqf property OR under any religious endowment.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- i. The Developer fails to provide ready to move in possession of the Flat and the Car Parking Space OR the Commercial Unit(s) to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartments/Units shall be in a habitable condition which is complete in all respects as per the specifications as mentioned in the Annexure to this Agreement;
- ii. Discontinuance of the Developer's business as a developer on account of suspension or revocation of the Developer's registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Apartment, along with interest at the rate specified in the Rules (but after deducting interest at the rate specified in the Rules before making refund of the amounts paid by the Allottee to the Developer towards the Apartment) within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, the Allottee shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat and the Car Parking Space OR the Commercial Unit(s).

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that

regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the said Apartment in favour of the Allottee and refund the amount/money paid to the Developer by the Allottee by deducting the Booking Amount and the interest liabilities within 45 days from the date of the Developer intimating such cancellation of this agreement to the Allottee and upon such refund, this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee, (after obtaining NOC, if required from the bank and/or financial institution from whom any loan and/or financial facility, if any then existing on the Said Premises and/or the Project, as the case may be) shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Residential Common Areas within 3 (three) months from the issuance of the completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law). In case, however, the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the 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 the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

11.1 It is hereby expressly agreed and declared that the Project known as *Shyamai Complex* shall have two separate associations, namely: (i) the *Residential Association* for all residential unit owners, and (ii) the *Commercial Association* for all commercial unit owners. The Residential Association shall be solely responsible for the management, operation, repair, upkeep, and maintenance of the residential portion of the project, including all residential common areas, residential amenities, services, facilities, and the basement portion allocated for residential use. The Commercial Association shall similarly be responsible for the management, maintenance, servicing, and administration of the commercial portion of the project, including all common services, service areas, and facilities exclusively designated for commercial use. However, any common areas, shared amenities, access roads, open spaces, or facilities that are jointly used by both residential and commercial occupants shall be jointly maintained by both associations proportionately and equitably from their respective maintenance funds or other jointly agreed contribution mechanisms. Both associations shall cooperate, coordinate, and enter into necessary maintenance arrangements or service agreements to ensure uninterrupted and efficient management of jointly used areas, and no unit owner shall raise objection regarding the structure, operation, fund contribution, or functional jurisdiction of such associations as defined herein. The Parties further agree that membership in the respective association shall be compulsory for all unit owners, and such membership shall run with the unit and form a binding covenant enforceable against successors, transferees, assignees, or any person deriving title from the original Allottee.

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the said Apartment subject, however, to the obligation of the Allottee to pay maintenance charges as mentioned in in clause 7.2 above.

11.2 In case, however, for any reason whatsoever the maintenance of the Project and/or of the Residential Section is not taken over by the association of allottees within 3 (three) months from the date of the Developer obtaining the partial/full completion certificate (and/or the occupancy certificate, if there be any under the relevant provisions of law) of the Residential Section then, and in such event, the Allottee shall become liable to pay maintenance charges to the Developer or to the nominated agency of the Developer, as the case may be, till such time the maintenance of the Project and/or of the Residential Section is taken over by the association of allottees.

11.3 Unless otherwise agreed/offered by the Developer, the liability to pay maintenance charges for the Residential Common Areas as also for the Shared Common Areas (proportionately or wholly, as the case may be) will commence on and from the **deemed date of possession** of the Flat i.e. the expiry of the period of 15 days from the date of the Developer giving notice of possession of the Flat to the

Allottee. The maintenance charge for the Residential Common Areas as also for the Shared Common Areas (proportionately or wholly, as the case may be) will be calculated considering all the inputs of expenses including but not limited to the then current electricity tariff, minimum wages and Annual Maintenance Charges (AMCs) of common electromechanical equipment and also including a maintenance fee for the efforts made by the Developer to render these common services and facilities. The maintenance charges will be payable Rs. 02/- on residential area per sq ft. basis, and will be payable Rs. 03/- on commercial area per sq ft. basis on the super built up area of the Unit ("**Common Area Maintenance Charge**").

11.4 The Common Areas Maintenance Charge shall be increased on account of any increase in power tariff, wage enhancement, AMCs, plant and machinery expenses or any other input/s of maintenance activities, carried out by the Developer or its nominated agency(ies), as the case may be. The Common Areas Maintenance Charge, in case of substantial increase in power tariff, daily wages and other inputs of maintenance may undergo interim increase before the scheduled yearly increase.

11.5 If the Allottee fails to pay the dues/outstanding amounts of any part/portion thereof as mentioned in the notice of possession within the deemed date of possession mentioned therein AND/OR if the Allottee does not take over the possession of the Flat even after making the payment of the said dues/outstanding amounts as mentioned in the notice of possession within the deemed date of possession, in such event the Allottee shall be liable to pay maintenance charges at the rate it is demanded by the Developer or it's nominated agency(ies), as the case may be, and also the proportionate municipal taxes in respect of their Flat wholly and for the Common Area proportionately from the deemed date of possession as mentioned in the notice of possession.

11.6 The Allottee, on or before possession, shall deposit an interest free amount of **Rs. 50,000/- (fifty thousand only)** as maintenance security deposit in respect of the Flat ("**Maintenance Security Deposit**") which amount will be one of the amounts payable towards the consideration

of the Flat. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee.

11.7 That the Allottee hereby expressly agrees and undertakes to bear and pay, at his/her/its own cost and expense, the proportionate share of all charges, costs, deposits, fees and expenses incurred or to be incurred for installation, erection, commissioning and energisation of the electricity infrastructure for the "Shefali Complex" project, including but not limited to transformers, substations, panels, cabling and allied electrical installations, as may be required by the concerned electricity supply authority and/or statutory bodies.

That the cost of the individual electricity meter, whether commercial or domestic in nature, together with all application charges, security deposits, connection fees and incidental expenses payable to the concerned electricity distribution authority, shall be borne and paid exclusively by the Allottee directly to the said authority.

It is further expressly agreed and declared that the Developer shall have no liability, responsibility or obligation whatsoever, financial or otherwise, in respect of the aforesaid proportionate electricity infrastructure charges and/or individual meter costs, and the Allottee shall not raise any claim, dispute or demand against the Developer on this account, either during or after execution of this Agreement or upon handing over of possession.

11.8 that the Developer shall, at its own cost and expense, install and commission a Diesel Generator (DG) power backup system for the residential section of the Project, exclusively for the purpose of operating the lifts and providing illumination to the common areas thereof. Upon formation and taking over by the Residential Association/Association of Apartment Owners, the operation, maintenance, running expenses, fuel costs and all other incidental charges relating to the said DG power backup system for the residential common areas shall be borne, managed and maintained by the said Residential Association.

That the Developer shall further install a separate Diesel Generator (DG) power backup system for the commercial section/commercial units of the Project, which shall be a paid service. The charges for installation, operation, usage, fuel and maintenance of the said DG power backup system for the commercial section shall be payable by the respective commercial unit owners/users to the Developer or such agency as may be appointed by the Developer, in such manner and at such rates as may be determined by the Developer from time to time.

It is further agreed that the residential unit owners may also apply for DG power backup for their individual units, subject to availability and technical feasibility, and upon payment of applicable charges calculated on a per KVA basis, as determined by the Developer having regard to the size, configuration and sanctioned electrical load of the respective unit. The allotment, extent and continuity of such individual DG power backup shall be subject to the Developer's assessment, infrastructure capacity and applicable terms and conditions.

11.09 The Allottee will be required to pay to the Developer, the charges for documentation @ 1% (one percent) of the price of the Flat and the price of exclusive right to use the Car Parking Space. The documentation charges will be part of the Total Price OR Govt. market valuation (whichever is higher).

11.13 Failure to pay Maintenance Charges and Electricity Charges within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee, liable to pay interest at 15% per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

11.14 It is further covenanted and agreed that a common paid toilet facility shall be constructed on the Ground Floor of the Complex for the use of shopkeepers, customers, visitors, and other authorized persons. The said facility shall be exclusively maintained, operated, and managed by the Commercial Owners' Association, which shall have the authority to fix, revise, and collect user charges, service fees, or maintenance contributions from users, shop owners, or any other stakeholders as deemed appropriate for the proper upkeep, sanitation, servicing, and functioning of the said facility. The Commercial Owners' Association shall also be authorized to appoint service contractors, sanitary staff, or facility management agencies for the operation and maintenance of the said common toilet. No Residential Owner, Allottee, or Member of the Residential Association shall raise any claim, objection, entitlement, or right over the control, usage policy, or management decisions pertaining to this facility, except for lawful usage upon payment of prescribed charges, if applicable. The present and future Allottees hereby acknowledge that the construction, regulation, and management of said paid toilet are integral to the functional and commercial requirements of the Complex and therefore agree that such facility and its operational structure shall not be questioned, challenged, or interfered with at any time.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the 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 the 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 THE RESIDENTIAL COMMON AREAS/COMMON AREA AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the said Apartment on the specific understanding that the Allottee's right to the use of the Residential Common Areas/Shared 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 the association of allottees) and performance by the Allottee of all the Allottees obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE FLAT AND THE CAR PARKING SPACE OR THE COMMERCIAL UNIT(S) FOR REPAIRS

The Developer / maintenance agency /association of allottees shall have rights of unrestricted access of the Residential Common Areas/Common Areas only to the extent required for the beneficial use and enjoyment of the Allottee of the said Flat and the said Car Parking Space, as the case may be, for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Flat and the Car Parking Space OR the Commercial Unit(s) 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 the _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat and the Car Parking Space OR the Commercial Unit(s) at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Flat and the Car Parking Space in basement OR the Commercial Unit(s) (at commercial section), or the staircases, lifts, common passages, corridors, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and the Car Parking Space OR the Commercial Unit(s) and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. The Allottee of residential area further undertakes, assures and guarantees that the Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or the Residential Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee of residential section shall not store any hazardous or combustible goods in the Flat and the Car Parking Space or place any heavy material in the common passages or staircase of the building. The Allottee shall also not

remove any wall, including the outer and load bearing wall of the Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over for occupation and use the said the Flat and the Car Parking Space OR the Commercial Unit(s) all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Apartment at the Allottees own cost.

18. ADDITIONAL CONSTRUCTIONS

The Developer undertakes that he will not put up additional structure(s) OR floors without sanction by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings,

any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Flat and the Car Parking Space OR the Commercial Unit(s) and/or 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

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

Failure on the part of the 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 the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the flats in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the

provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Parties herein, in Panskura after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar/Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Panskura, Purba Medinipore.

30. NOTICES

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

Name of the Allottee -----

Address -

WhatsApp number -----

Email id: -----

Name of the Developer -----

Address -

WhatsApp number -----

Email id: -----

It shall be the duty of the Allottee and the 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 the Developer or the Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Developer to the 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 the Allottees.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

34. OTHER TERMS AND CONDITIONS/CONTRACTUAL UNDERSTANDING

The other terms and conditions and/or contractual understanding as mentioned in **Schedule I** 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 ABOVE REFERRED TO

("Said Premises")

ALL THAT piece and parcel of converted Bastu land and Recorded Bastu land being a composite block, measuring total about 97 Decimals within Mouza Bahargram, J.L. No. 076, within the ambit of Panskura Municipality, Ward No. 008, Police Station Panskura, District Purba Medinipore, PIN- 721152 together with all sorts of easement right over the Zilla Parisad Road on the Eastern side of the said property::

The particulars of the land AND ownership of such land mentioned in the table hereunder:

PROPERTY OF LAND OWNER no. 1 : SUSIL KUMAR MAITI		
WITHIN Mouza- Bahargram (J.L.)- 76, P.S. Panskura Dist. Purba Medinipur		
R.S. Dag	L.R. Dag	Area of land (classification)
235	285 (L.R. Khatian No. 4325)	12 Decimals (converted Bastu)
236	286 (L.R. Khatian No. 4325)	07 Decimals (converted Bastu)
237	287 (L.R. Khatian No. 4325)	05 Decimals (recorded Bastu)
658	534 (L.R. Khatian No. 4325)	08 Decimals (converted Bastu)

TOTAL AREA OF LAND 32 DECIMALS

AND

PROPERTY OF LAND OWNER no. 2 : ASIM KUMAR MAITI

**WITHIN Mouza- Bahargram
(J.L.)- 76, P.S. Panskura
Dist. Purba Medinipur**

R.S. Dag	L.R. Dag	Area of land (classification)
655	541 (L.R. Khatian No. 3935)	07 Decimals (recorded Bastu)
651	540 (L.R. Khatian No. 3935)	08 Decimals (converted Bastu)
654	537 (L.R. Khatian No. 3935)	15 Decimals (recorded Bastu)
658	534 (L.R. Khatian No. 3935)	07 Decimals (converted Bastu)
TOTAL AREA OF LAND <u>37 DECIMALS</u>		

AND

PROPERTY OF LAND OWNER no. 3 : SUPRABHAT MAITI

**WITHIN Mouza- Bahargram
(J.L.)- 76, P.S. Panskura
Dist. Purba Medinipur**

R.S. Dag	L.R. Dag	Area of land (classification)
657	535 (L.R. Khatian No. 4314)	05 Decimals (converted Bastu)
656	536 (L.R. Khatian No. 4314)	06 Decimals (converted Bastu)
655	541 (L.R. Khatian No. 4314)	09 Decimals (recorded Bastu)
658	534 (L.R. Khatian No. 4314)	08 Decimals (converted Bastu)
TOTAL AREA OF LAND <u>28 DECIMALS</u>		

Total 97 Decimals land is a composite block is being butted and bounded by as follows and more specifically delineated by colour RED in the annexed site Map/Plan:

On the North: - land of R.S. Plot 239 & other Plots;

On the South: - land of R.S. Plot 660 & other Plots;

On the East:- Zilla Parishad Road ;

On the West: land of R.S. Plot 663 & other Plots;

Schedule B above referred to

Devolution of title

WHEREAS the entire property described in **Schedule A** above, comprising various R.S. and corresponding L.R. Dag numbers under old L.R. Khatian No. 519 of Mouza Bahargram, J.L. No. 076, P.S. Panskura, District Purba Medinipur, originally belonged to recorded owner and raiyat under the State of West Bengal, Sri Pashupati Maiti, who held valid possession and title, and thereafter transferred part of the said property to his son Sri Asim Kumar Maiti by a valid Registered Deed of Gift dated 16.11.2005, and subsequently executed his registered Last Will and Testament dated 26.09.2011 bequeathing further portions of the property in favour of his wife Smt. Gourirani Maiti, and sons Sri Susil Kumar Maiti and Sri Suprabhat Maiti, and upon his death on 31.07.2013 the said Will was duly probated by the competent Court in Probate Case No. 10 of 2016 vide Final Order dated 20.04.2021, thereby conferring valid devolutive title under Section 213 of the Indian Succession Act, 1925 upon the respective legatees; AND WHEREAS upon death intestate of beneficiary Smt. Gourirani Maiti, her legal heirs succeeded to her share under Sections 8 and 9 of the Hindu Succession Act, 1956, and thereafter her daughters Smt. Rekha Maiti and Smt. Krishna Mal transferred their undivided 2/5th share to their brothers by a Registered Deed of Gift dated 11.04.2022, thereby vesting full ownership in Dr. Susil Kumar Maiti, Dr. Asim Kumar Maiti and Sri Suprabhat Maiti, who thereafter duly mutated their names in the ROR (Record of Rights) as "Raiyats" under State tenancy laws and are in lawful possession thereof; AND WHEREAS portions of the said land were subsequently converted from Jol/Jaljomi to Bastu classification under Section 4C of the West Bengal Land Reforms Act, 1955 through valid Conversion Orders issued by the BL & LRO, Panskura-I, thereby enabling residential use and confirming compliance with statutory land-use requirements; AND WHEREAS the present owners are in open, peaceful, continuous, and lawful possession, paying all applicable land revenue and statutory dues, and the property stands free from all encumbrances, thereby conferring good, marketable, transferable and enforceable title in accordance with law. AND WHEREAS DR. SUSIL KUMAR MAITI, DR. ASIM KUMAR MAITI and SRI SUPRABHAT MAITI, all sons of Late Pashupati Maiti (hereinafter collectively referred to as the "Land Owners"), have duly constituted and authorized the Developer by entrusting and delegating necessary rights, powers and authority through a duly registered Development Agreement and a corresponding registered Development Power of Attorney, inter alia, to undertake development and construction of the project known as "Sefali Complex" upon the schedule mentioned property, and further empowered the Developer to deal with, market, sell, transfer, convey, assign or otherwise alienate the Developer's allocated proportionate share and/or units arising therefrom, together with all consequential rights, title and interest in accordance with the terms and conditions mutually agreed between the parties.

**SCHEDULE C ABOVE REFERRED TO
PART I (RESIDENTIAL TOWER)**

ALL THAT the Second floor to Top floors of the building/block lying constructed on a demarcated portion of the land comprised in the Said Premises (as defined above), **TOGETHER WITH** all rights, advantages, privileges, easements, common areas amenities and facilities Provided therein and/or appurtenant thereto.

Part II (Residential Common Areas)

ALL THAT the specified/earmarked common areas comprised within the Residential Section which are intended for exclusive use of occupants of Residential Section as per details given below **TOGETHER WITH** all rights, advantages, privileges and easements appurtenant thereto:-

- Driveway
- Security room
- Entrance Ramp to Basement floor
- Typical floor lobbies
- Staircase & such other common areas earmarked for common use
- Electrical meter rooms
- Overhead water tank
- Underground water reservoir
- Lift & lift machine rooms
- Cctv surveillance facilities on ground floor
- Firefighting system
- Fire refuge platform(s) as per the applicable law(s)
- Common paid toilets on ground floor
- Basement Ramp for parking private car

(Shared Common Areas)

ALL THAT the specified/earmarked/demarcated portions of the common areas comprised within the Complex which are intended for use of occupants of both Residential Section as well as Commercial Section **TOGETHER WITH** all rights, advantages, privileges and easements appurtenant thereto.

SCHEDULE F ABOVE REFERRED TO ("APARTMENT")

ALL THAT the residential flat along with balcony/verandah being No. _____ on the Second/Third/Fourth floor (of the Block- AB/C under construction on a demarcated portion of the land comprised within the Said Premises being the Residential Section as defined in Schedule C above) having a carpet area of _____sq.ft., more or less, aggregating to a super built-up area of _____sq.ft., more or less as shown on the Plan annexed hereto marked __ and bordered in color "_____" thereon and **TOGETHER WITH** the facility of **All That** the permission to use one covered parking (No. _____) in the Basement floor to be earmarked in due course as permissible under the applicable laws for parking of private medium sized/standard car(s) of the Allottee within such space(s) **along with** the undivided pro rata share of the Allottee in the Common Areas **together with** all right, advantages, easements and privileges appurtenant thereto.

**“THE SHOP/ COMMERCIAL UNIT”
SCHEDULE J**

ALL THAT the Commercial Unit/Shop being No. _____ on the Ground/First floor (of the Block- AB/C under construction on a demarcated portion of the land comprised within the Said Premises being the Commercial Section) having a carpet area of _____sq.ft., more or less, aggregating to a super built-up area of _____sq.ft., more or less as shown on the Plan annexed hereto marked and bordered in color “_____” **along with** the undivided pro rata share of the Allottee in the Common Areas allotted for only commercial Unit owners, **together with** all right, advantages, easements and privileges appurtenant thereto.

(Commercial Section)

ALL THAT Ground and First floor of the building/block (AB & C) lying constructed on a demarcated portion of the land comprised in the Said Premises (as defined above), **TOGETHER WITH** all rights, advantages, privileges, easements, common areas amenities and facilities provided therein and/or appurtenant thereto.

SCHEDULE G above referred to (Total Price)

Sl. No.	Description	Value	Total Value
A.	(i) Price of the Flat including share in the Common Area and the Price of Car Parking Space		
	ii) Price of Commercial Shop/Commercial Unit		
	(ii) GST @ 1% OR 5 %		
B.	Other Charges:		
	(a) Association Formation/Advance maintenance		
	GST @ 18 %		
	(b) Incidental Expenses		
	GST @ 18 %		
	(c) WBSEB Transformer and Cabling charges	On actuals	

	GST @ 18%	As applicable	
	(d) WBSEB Security charges for electric meter	On actuals	
	GST @ 18%	As applicable	
	(e) Legal/documentation		
	Grand Total (A+B)		
Sl. No.	PAYMENT OF DEPOSITS		Amount (Rs.)
1	Towards advance maintenance		50,000/-

Explanation:

- i) The Total Price above includes the Booking Amount paid by the Allottee to the Developer towards the Apartment;
- ii) The Total Price above includes Taxes (consisting, inter alia, of tax paid or payable by the Developer by way of value added tax, service tax, applicable 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 the Project payable by the Developer) upto the date of handing over the possession of the Apartment.
- iii) Provided that in case there is any change/modification in the Taxes, the applicable amount payable by the Allottee to the Developer shall be increased/reduced based on such change/modification.
- iv) The Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the Taxes paid

or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc.

have been imposed or become effective.

- v) The Total Price of Apartment includes (1) Pro-rata share in the Residential Common Areas; and (2) covered parking spaces as provided in the Agreement.

SCHEDULE H
ABOVE REFERRED TO
(Payment Plan)

Total value of the Shop/Commercial area is -

Particulars	Amount
Booking Amount	10%
On registration of Agreement to sale	30%
Ground Floor slab Casting	20%
On Commencement of Brick work and wall Plastering	20%
On Commencement of Finishing work (flooring, paint and Electrification)	10%
On Time of Registration	10%

Total Value of the Flat/Parking area is -

Particulars	Amount
Booking Amount	10%
On registration of Agreement to sale	20%
Slab casting of the Unit/flat	20%

On Commencement of Brick work and Plaster work	20%
On Commencement of Finishing work (at the time of fixing appliances, doors, widows, flooring, painting and Electricity etc.)	20%
On Time of Registration	10%

**SCHEDULE I above referred to
(Additional Disclosures/Details)**

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

- I. Registration of this Agreement:** The registration of this agreement is mandatory as prescribed under the provisions of the Act/Rules/Applicable Laws and the Allottee will be required to comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Allottee, this Agreement shall be deemed to have been cancelled and the consequences arising there from as mentioned in this Agreement will follow. In this regard it is agreed by the Allottee that in case the Developer decides to cancel this Agreement for reasons mentioned in this Agreement, and in case the Allottee fails and/or neglects to rectify and/or remedy the breaches of the terms of this Agreement leading to such cancellation within a period of 30 days from the date of receiving communication in writing in this regard from the Developer then, and in such event, the Developer (subject, however, to the Developer refunding to the Allottee the amounts due to be refunded to the Allottee under the provisions of this Agreement and/or the Acts and/or the Rules, as the case may be which amounts shall include (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque (v) administrative charges as per Developer’s policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement) shall be entitled to cancel this Agreement without any further reference to the Allottee and in case of such cancellation, the Allottee hereby unequivocally grants and/or shall be deemed to have granted a power of Attorney to the Developer for signing the deed of cancellation of this agreement for and on behalf of the Allottee.
- II. Cheque dishonour charges:** The Developer shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Developer of all the amounts including the dishonour charges of Rs. 1000/- (Rupees One Thousand only) (for each dishonour).

III. Withholding of possession of Apartment till full payment: In case the Developer issues notice to the Allottee to take possession of the Residential Flat and the Car Parking Space OR the Commercial Unit(s) and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of its other obligations hereunder, then, and in such event, notwithstanding the fact that the Developer shall withhold possession of the Residential Flat and the Car Parking Space OR the Commercial Unit(s) on account of such failure or default of the Allottee, the Allottee's liability to pay the taxes and outgoings as applicable in respect of the said Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid and until the Allottee pays all its dues to the Developer in respect of the said Apartment and remedies the concerned default and takes physical possession of the Residential Flat and the Car Parking Space OR the Commercial Unit(s).

- IV. Tax Deducted at Source:** It is agreed that the tax deduction at source (TDS) under the Income Tax laws, if applicable, shall be deducted by the Allottee(s) on the consideration payable to the Developer and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Developer within 30 (thirty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Developer, then the same shall be treated as default on the part of the Allottee under the agreement and the amount thereof shall be treated as outstanding.
- V. Increase/decrease in the carpet area:** It is agreed by the Allottee with the Developer that any reduction or increase, as the case may be, of upto an extent of 3% (three percent) of the carpet area vis a vis the carpet area of the Residential Flat mentioned in this Agreement shall and shall always be accepted by the Parties herein to be the "defined limit" as mentioned in clause 1.7 of this Agreement and such consequent differential amount, shall be payable by the Allottee, in case of increase in the carpet area and/or receivable by the Allottee in case of decrease in the carpet area, as the case may be.
- VI. Additional payment for increase, if any, in the super built up area:** If there is an increase in the super built up area of the Residential Flat allotted to the Allottee, the Developer may demand extra payment for such increase in the super built up area from the Allottee. The said payment will become due and payable by the Allottee along with the installment payment which becomes due after the Developer ascertains such increase in the super built up area. If not, then, such payment will become payable by the Allottee on or before the payment due and payable by the Allottee before taking possession of the Residential Flat and the Car Parking Space OR the Commercial Unit(s). All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- VII. Interest for delayed payment:** In case of cancellation/withdrawal of the allotment of the Apartment in the Project, either by the Developer or by the Allottee, as the case may be, the Developer shall be entitled to deduct interest at the rate specified in the Rules for the period of delay by the Allottee in payment of any amount or installments, as the case may be, before making refund of the amounts paid by the Allottee to the Developer towards the Apartment pursuant to this Agreement
- VIII. Covenants regarding parking facility:**

It is hereby expressly agreed, declared, and understood by the Allottee that any parking space purchased, allotted, or assigned shall be used strictly for the purpose of parking the Allottee's own vehicle in the specifically earmarked and designated parking slot as marked and allotted by the Developer. The Allottee or any occupant of the allotted unit shall not permit any visitor, outsider, or third party to park any vehicle in the basement parking area without the prior written permission of the Promoter/Developer. In the event of such requirement, the Allottee or visitor shall obtain advance permission, and the Promoter/Developer may, at its sole discretion, allow temporary parking only in the DEVELOPER'S RETAINED AREA, subject to availability, terms, and charges, if applicable.

THAT it is expressly agreed, declared and understood by and between the parties hereto that any car parking spaces situated in the basement floor(s) of the 'SEFALI COMPLEX' which remain unsold, unallotted or unassigned at any time shall continue to remain the absolute property, possession and control of the Developer, as part of the Developer's Retained Area. The Developer shall be fully entitled, at its sole discretion, to license, lease or let out such unsold parking spaces, either to any existing occupants/allottees of the Complex or to any third party/persons who are not occupants of the Complex, on such terms and conditions as the Developer may deem fit, without requiring any consent from the Allottees. In the event the Developer proposes to sell any such unsold parking space, the Developer shall display a written notice to that effect on the common notice board of the Complex, inviting expressions of interest from the existing occupants/allottees, and if no written offer or willingness to purchase is received by the Developer from any occupant/allottee within a period of fifteen (15) days from the date of such notice, the Developer shall thereafter be at liberty to sell, transfer or otherwise alienate the said parking space(s) to any third party/person not being an occupant of the Complex. The Allottees and occupants of the SEFALI COMPLEX shall have no right, title, interest or authority to object to such leasing, letting or sale. Provided always that any such third-party purchaser, lessee or licensee shall be bound by, and shall strictly comply with, the rules, regulations, by-laws and usage restrictions of the SEFALI COMPLEX as framed by the Developer and/or the Association from time to time.

Each parking space user shall conduct entry and exit of vehicles within the Complex in a manner based on mutual respect, orderliness, and adherence to traffic discipline to ensure safety and smooth movement within the premises. The Allottee further acknowledges that unsold, unallotted, or surrendered parking spaces shall remain the exclusive property of the Developer, who shall have absolute rights, title, and discretion to use, retain, license, fence, restrict, lease, reserve, or allocate the same to any person deemed appropriate by the Developer, without any right of objection, claim, or interference from any Allottee or association. No parking space shall be used for storage, workshop activity, repairs, washing, or any purpose other than lawful vehicle parking.

The Allottee agrees that parking rights do not constitute independent transferable ownership of land and shall run with the primary unit, subject to all rules, regulations, and covenants framed by the Developer or the Association, as applicable. Violation of this clause shall constitute a material breach of this Agreement, entitling the Developer and/or Association to impose penalties, revoke access permissions, or take corrective measures as permitted under applicable law and this Agreement

- IX. Payment of guarding charges:** Further to what is mentioned in clause 7.3 above, if the Allottee fails to take the possession of the Apartment within the stipulated time frame then, and in such even the Allottee shall be liable for payment of a compensation for such delay in taking possession of the Apartment @ Rs 10/- (Rupee Ten) only per month of the super built up area of the Residential Flat as guarding charges.
- X. Restriction on Pre-Registration Possession:** It is expressly agreed and understood by the Allottee that notwithstanding full or part payment of the Unit price, applicable taxes, advance maintenance charges, utility deposits, or any other charges payable under this Agreement, the physical possession of the Unit shall **not** be handed over under any circumstances until the execution and registration of the Deed of Conveyance in favour of the Allottee. Mere payment shall not constitute or confer any right of possession, occupation, tenancy, or entitlement to use the said Unit or any part thereof. Any request for early possession, symbolic possession, or temporary occupation prior to registration shall be strictly inadmissible and treated as void and non-binding. The Allottee further agrees that time being of the essence, all formalities required for registration shall be duly completed without delay, failing which the Developer reserves all rights available under law and this Agreement.
- XI. Partial/block wise completion of the Project:** In addition to what has been agreed in clause 7.1 above the Allottee understands that the entire Residential Common Area will be ready for use after completion of all the three (3) towers/ buildings in the Project. In case, the authority(ies) provides the partial/block wise completion certificate of the specific building/tower with partial completion of the Residential Common Areas, then and in that event, the Developer will handover possession of the Residential Flat to the Allottee. It is clarified that for the purpose of handing over possession, the partial/ block-wise completion certificate for a particular tower/block/building, if issued by the authorities, will be deemed as the completion certificate for the particular tower/ building/block.
- XII. Adjustable advance against maintenance charges** The Allottee, on or before possession, shall deposit an amount equivalent to 3 (three) year's estimated maintenance charges as would be so determined by the Developer which amount will be a part of the Total Price of the Apartment. The Promoter reserves the right to utilize this adjustable advance to adjust any recoverable dues from the Allottee towards maintenance charges. Any amount remaining unadjusted at the time of the Developer handing over the management of the Project to the association of allottees shall be transferred/ handed over by the Developer (without interest) to the association of allottee.
- XIII. Maintenance on super built-up area:** The Developer shall be exclusively entitled to receive the maintenance charges to be calculated in the super built up area of the Residential Flat as so determined by the Developer from the allottee to the exclusion of any body/entity as mentioned in clause 7.2 above.
- XIV. Maintenance Fee:** The Allottee hereby agrees that in case the Developer is constrained to maintain the Project either by itself or through its nominated agencies, as the case may be for a period of more than 3 (three) months after obtaining the completion certificate then, and in such event, the Allottee shall pay to the Developer maintenance fee for all the efforts to be done

by the Developer and/or the maintenance agency, as the case may be, to be calculated @ 15% of the maintenance charges payable by the Allottee and such maintenance fee shall be continue to be payable by the Allottee to the Developer or to the maintenance agency, as the case may be, until the maintenance of the Project is handed over to the association of allottees.

XV. Insurance: In accordance with Section 16 of the Act, the Developer shall obtain all such insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Common Areas and facilities of the Project are handed over to the association of allottees or to the competent authority, as the case may be. The Allottee hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of completion certificate/ partial completion certificate, as the case may be, of the Project, which amount would be paid by the Allottee as and when demanded by the Developer.

XVI. Right of the Developer to create charge or mortgage:

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

However, Notwithstanding anything contained hereinbefore, by the execution of this Agreement the Allottee has /have provided and hereby and hereunder confirm(s) his /her consent to the Developer to / for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Premises and/or the Project and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Developer for the purpose of development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Said Premises and/or the Project, and no separate consent of the Allottee shall be required for the said purpose.

XVII. Common areas subject to change: The Residential Common Areas as also the Commercial Common Areas which are comprised within the Project shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer for better use and enjoyment thereof without, however, affecting the rights of the Allottee, prejudicially and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such changes. In this regard it is agreed and it is specifically agreed by the Allottee that if there is a change in the common areas of the Commercial Section, then, and in such event the Allottee herein shall not raise any objection to such changes in the common areas of the Commercial Section.

XVIII. Future exploitation: Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Developer shall be exclusively entitled

to all future horizontal and vertical exploitation of the Said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Residential Tower and to do all acts, deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the Said Premises to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sub-lease transfer the same to any person or persons on such terms and conditions as the Developer in its absolute discretion may think fit and proper and the Allottee's share in various matters, including in Common Areas shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Developer on account thereof and furthermore the Allottee shall fully co-operate with the Developer and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Developer.

- XIX. Payment on Carpet Area:** The Allottee, if required by the Developer or under the Act/Rules, as the case may be shall make all payments, in common with other Co-buyers of constructed spaces in the Project in the proportion that the carpet area of the Residential Flat bears to the total carpet area of all the residential Flats within the Project;
- XX. Payment Obligation:** It is agreed by the Allottee with the Developer that the Allottee has clearly agreed and understood the payment obligations of the Allottee which are linked inter alia to the progress of construction, and the same is not a time linked plan.
- XXI. Delay in payment:** The Allottee in all fairness shall be responsible for all delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments.
- XXII. Continuation of default:** In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Developer to the Allottee within 12 (twelve) months of such cancellation or on transfer of the said Apartment to any other apartment acquirer. It may, however, be clarified that the balance amount shall be payable subject to the execution of the Deed of cancellation and this Agreement shall thereupon stand terminated.
- XXIII. Refund:** It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- XXIV. The Defect Liability of the Developer as mentioned in clause 12 of this Agreement the Developer shall:**
1. not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee.
 2. 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.
 3. 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 the Allottee has taken over possession of the 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 the Apartment unto the Allottee. The 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 the Allottee after taking actual physical possession of the Residential Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Residential Flat by making any changes in the Residential Flat, 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, the Developer shall not be responsible;

(v) Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and 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.

(vi) not be responsible for the defects in case the materials, fittings and fixtures provided by the Developer are not used/ maintained by the Allottee or the 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 the Allottee;

(vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Residential Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.

a. Any defect due to force majeure.

b. Failure to maintain the amenities /equipments.

c. Due to failure of annual maintenance charges.

d. Regular wear and tear.

If the architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

(viii) Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Residential Flat, 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.

XXIX. THE ALLOTTEE SHALL:

1. Execute the necessary declaration in **Form A** for submission of the Project to the provisions of the West Bengal Apartment Ownership Act to enable the formation of the association of allottees either by the Allottee or through a power of attorney holder when called upon by to do so by the Developer as the case may be.
2. co-operate with the other co-buyers and co-occupiers of the constructed spaces/units within the Project, the Developer and/or the Association, as the case may be, in the management and maintenance of the Apartment, building and the Project and shall abide by the directions and decisions of the Developer and/or the Association, as the case may be, as may be made from time to time in the best interest of the Residential Flat and/or the Project;
3. If required by the Developer, give a no objection certificate to the Developer for the Developer making any changes in the Commercial Section in the manner thought fit and proper by the Developer at its sole discretion.
4. The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Apartment.
5. pay to the Developer or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Residential Flat and/or family members, guests or servants of the Allottee or such other occupiers of the Residential Flat;
6. not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Premises and the building in which the Residential Flat Or commercial Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
7. not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat in the compound or any portion of the Said Premises and the building in which the Residential Flat is situated, other than in the area earmarked for the such purpose;
8. notify the Developer or the Association, as the case may be, in case the Allottee lets out the Residential Flat, of the tenant's/transferee's details, including address, email-id and telephone number;
9. not sub-divide the Residential Flat and/or any part or portion thereof;
10. not close or permit the closing of verandahs, exclusive terrace, if any, or lounges or balconies or lobbies and common parts or portions;
11. not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Residential Flat;
12. not to do anything or prevent the Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee(s) enjoyment of the Apartment.

13. not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
14. not put any signage of any nature and/or of any size and also not put up anything for branding of any nature whatsoever anywhere outside the said Residential Flat and/or any portion of the Residential Section.
15. not to change the outside elevation of the Residential Tower and/or portions of elevation outside the said Residential Flat.
16. not build, erect or put upon the Residential Common Areas/Common Area any item of any nature whatsoever;
17. not use the Residential Flat 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 residential Flats in the Project;
18. not use the Residential Flat for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
19. not make or permit any disturbing noises in the Residential Flat or allow the Allottee's family, invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the allottees/occupiers of other residential Flats in the Project;
20. not keep in the Basement 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;
21. not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee, if any, or any other place specifically demarcated for the parking of the vehicles of visitors of allottees/occupiers of other residential Flats in the Project;
22. not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
23. not be allowed to use hammer of any size or dimension in carrying out any internal work within the said Residential Flat and in case of violation of this condition the Allottee will be liable for all costs and consequences for such violation of this condition.
24. not misuse or permit to be misused the water supply to the Residential Flat;
25. not change/alter/modify the name of the building and the Project from that mentioned in this Agreement;
26. not use the name/mark of the 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 the

Residential Flat and if the Allottee does so, the Allottee shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark of the Developer;

27. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Residential Flat, the garage or parking space, if any, and the Residential Common Areas/ Common Areas;
28. not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
29. not install or keep or run any generator in the Residential Flat;
30. not smoke in public places inside the Project which is strictly prohibited and the 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 prepositioned dustbins after ensuring that the fire is fully smothered/extinguished;
31. not pluck flowers or stems from the gardens or plants (if maintained by the Developer OR Association);
32. not throw or allow to be thrown litter on the grass planted within the Project;
33. not trespass or allow to be trespassed over lawns and green plants within the Project;
34. not overload the passenger lifts and shall move goods only through the staircase of the building;
35. not use the elevators in case of fire;
36. not object to the Developer and the Association putting up any neon sign, hoardings and other display materials on any part or portion of the Residential OR Commercial Common Areas;
37. not fix or install any antenna on the roof or terrace of the building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Developer and/or the Association, as the case may be;
38. 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;
39. remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
40. not refuse or neglect to carry out any work directed to be executed in the building or in the Residential Flat after the Allottee has taken possession thereof, by a Competent Authority, or require or hold the Developer liable for execution of such works;
41. not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Project.
42. not object to the Developer entering into agreements (on such terms and conditions and for such period as the Developer shall decide) with the concerned service providers of the Developer's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the 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

the Developer within the Project and which would be declared to be common facilities by the Developer.

43. install air-conditioning units only at the designated places/ as constructed /approved by the Developer.
44. repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Residential Flat, at the cost of the Allottee.
45. ensure that the domestic help/service providers visiting the said Residential Flat use only the paid common toilets and while so using, keep the common toilets clean and dry.
46. not obstruct the Developer/ Association (upon formation) in their acts relating to the Residential/Commercial Common Areas, amenities and facilities.
47. be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Residential Flat in the records of the concerned authorities within a period of three (3) months and shall keep the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Developer due to non-fulfilment and/or non-observance of this obligation by the Allottee;
48. Notwithstanding anything contained herein or elsewhere in any agreement, deed or understanding, it is hereby expressly agreed, declared and covenanted that no Buyer, Allottee, Occupant or user of any unit, whether in the Commercial Section or the Residential Section of the Complex, shall obstruct, encroach upon, impede or in any manner interfere with the free, unhindered and unobstructed ingress to and egress from the Complex from the adjoining Zilla Parishad Road or any other approach road. Without prejudice to the generality of the foregoing, no such person shall park or allow parking of vehicles, keep or store any personal articles or materials, or erect, install, place or permit to be erected or placed any temporary, movable or permanent structure, kiosk, stall, counter or installation of any nature whatsoever, nor shall engage, induce or permit any person to do any such act, in the entrance, access way or approach road of the Complex. The said entrance and access way shall at all times be kept open, clear and free for common use, movement, access and passage of all lawful users, occupants, visitors, emergency services and service providers. Any act in contravention of this covenant shall be deemed to be a material breach of this Agreement as well as "Project Rules" and shall entitle the Developer and/or the Association of Allottees, as the case may be, to forthwith remove such obstruction or encroachment at the risk, cost and consequences of the defaulting party, without prejudice to their right to recover damages, impose penalties, seek injunctive relief and/or take such other action as may be permissible under law.

XXX. NOMINATION BY ALLOTTEE WITH CONSENT:

1. The Allottee admits and accepts that after the Lock in period, as mentioned below, and before the execution and registration of conveyance deed of the said Apartment, the Allottee (subject to the following conditions) will be entitled to nominate, assign and/or transfer the 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.
2. The Allottee shall make payment of all dues, including any interest for delay, to the Developer in terms of this Agreement, up to the time of nomination.

3. The Allottee cannot nominate any third party before the expiry of a period of 15 (Fifteen) months from the date of this Agreement.
4. In respect of any nomination, the Allottee shall obtain prior permission of the Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Developer and the Allottee.
5. The Allottee shall pay a sum calculated @ Rs. 100/- per sq ft plus applicable GST on such nomination on super built-up area of the Apartment as mentioned in this Agreement plus applicable taxes, as and by way of nomination fees to the 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 the Allottee. Any additional income tax liability that may become payable by the Developer due to nomination by the 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 the Allottee paying to the Developer 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 the Allottee on or before nomination. The Allottee admits and accepts that the Allottee shall not be entitled to nominate or assign the Allottee's rights under this Agreement save in the manner indicated above.
6. The Allottee undertakes that the Allottee shall have no objection to the Developer making any additional construction and/or extending the Project by adding future land and/or added area and/or future addition on the existing construction, if the Developer, in future decides to do so.

XXXI. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made 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 of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

XXXII. MODIFICATION OF THE PORTION OF THE PLAN DEALING WITH RESIDENTIAL SECTION: The Allottee has entered into this Agreement with the full knowledge that the development of the entire Project by the Developer on the Said Premises is proposed under one sanctioned plan duly approved by Panskura Municipality. By entering into this Agreement, the Allottee shall be deemed to have authorized absolutely unconditionally for all times to come the Developer (including any of its assignees or nominees) to make any and all changes modifications alterations additions of the Plan of the Project, its layout plan, specifications of the building(s) or the common areas dedicated to "Sefali Complex" to the end and intent that the Developer shall be entitled to undertake to make any and all changes modifications alterations additions of the sanctioned plan, layout plan, specifications of the buildings or the common areas of the Project without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of Residential Section.

SCHEDULE D

(RESTRICTIVE COVENANTS GOVERNING USE OF DESIGNATED COMMERCIAL SERVICE AREA OF SEFALI COMPLEX)

It is hereby expressly agreed and declared that the eight to ten-feet (as per availability & applicability) wide space adjoining and situated in front of all commercial shops on the Ground Floor and around the outer periphery of the Complex, as shall be specifically earmarked by the Developer in the sanctioned plan or layout, and which is permitted to be used by the respective shopkeepers solely in the capacity of a licensee for business-related activities, display, or ancillary commercial purposes, shall be designated and treated as **Commercial Service Area**. The said space shall not constitute part of the saleable area of any shop unit, nor shall its use confer upon any shopkeeper any right, title, interest, easement, tenancy, possession, or permanent entitlement. The continued use of such space shall remain subject to applicable rules, licence terms, regulatory conditions, and payment of licence fees or charges as may be levied by the Developer and/or the Commercial Association from time to time. Any unauthorized extension, enclosure, alteration, construction, obstruction, or exclusive claim over the said space is strictly prohibited and shall constitute a material breach of this Agreement.

the Allottee(s)/Purchaser(s) of Commercial Units situated on the Ground Floor (hereinafter referred to as the "**Shop Owners**") hereby expressly agree, accept and undertake that the use of the designated **Commercial Service Area** of the Project shall be strictly governed by the following terms, restrictions and obligations:

1. Nature of Right – Limited Licence Only:

The Shop Owners acknowledge that the right to use the Service Area is a non-exclusive, temporary and revocable licence, granted solely for facilitating commercial functioning and convenience. No Shop Owner shall claim any right, title, easement, ownership, tenancy or adverse possession over the said Service Area at any time.

2. Permitted Use:

Shop Owners shall be permitted to utilize the Service Area admeasuring approximately **10 (Ten) feet in width** adjacent to their respective units, only for business-related ancillary purposes such as temporary keeping of vegetables, perishable goods, delivery materials, or similar commercial items directly associated with their respective business operations.

3. Restriction on Time of Usage:

The use of the Service Area for storage or display of goods shall be permitted **only up to 8:00 p.m. to 8:00 a.m.** of each business day. No article, material, good, or object shall remain stored or placed in the Service Area **after expiry of permitted timeline.**

4. Mandatory Clearance:

The Shop Owners shall **completely vacate and clear** the Service Area after 8:00 a.m. on each business day. Any non-compliance shall constitute a violation of the conditions herein and may attract penalties determined by the Maintenance Agency or the Association.

5. Loading and Unloading of Goods:

The Service Area may be used for temporary loading and unloading activities during business hours. Such use shall not impede free movement, block pathways, or hinder access to any unit, emergency exit or fire-safety corridor.

6. Prohibition on Parking:

No Shop Owner or its agents, employees or vendors shall park or cause any vehicle, motorised cart, handcart or trolley to be stationed in the Service Area except during the actual act of loading or unloading. Over day or prolonged parking is prohibited.

7. Compliance With Laws:

Use of the Service Area shall be subject to and in accordance with the National Building Code, Fire Safety Rules, Municipal By-laws, Environmental Regulations, and Government Notifications, including modification or revised norms issued from time to time.

8. Maintenance Responsibility:

The Service Area shall be managed and maintained by the Association of Allottees of Commercial Area (AoA) upon its formation under Section 11(4)(e) of RERA. Until such formation, maintenance shall vest with the Promoter or designated Maintenance Agency.

9. Cleaning and Hygiene Obligations:

Each Shop Owner shall ensure cleaning of the portion of the Service Area used by them at

least twice daily, once during business operations and once after closure, and shall ensure that no waste, residue, perishables, packaging, cartons, oil, water or debris remain in the Service Area.

10.No Alterations or Installations:

The Shop Owners shall not erect, construct, install or place any permanent or temporary obstruction, signboard, platform, structure, stall, covering, shed, enclosure, grill, shutter or display counter in the Service Area.

11.No Nuisance or Hazard:

The Shop Owners shall ensure that the use of the Service Area does not cause obstruction, nuisance, foul odour, damage, health hazard, public inconvenience, encroachment, fire risk, or pollution.

12.Penalties and Revocation:

In case of breach of any condition herein, the Association or Promoter reserves the right to impose reasonable penalties, restrict further use, recover restoration charges, and revoke licence without prejudice to any legal remedies available.

13.Indemnification Clause:

The Shop Owners shall indemnify and keep indemnified the Promoter, Association of Allottees, Maintenance Agency and other Allottees from any claim, penalty, municipal action, legal consequence, loss or damage arising from misuse or breach of the terms herein.

SCHEDULE E

(RESTRICTIVE COVENANTS GOVERNING INTERNAL ROAD & DEVELOPER'S RETAINED AREA)

The Allottee(s)/Purchaser(s) of any Commercial or Residential Unit within the Project hereby acknowledge, accept and covenant that the use, control, and limitations associated with the **Internal Road** and the portion of land designated as the **DEVELOPER'S RETAINED AREA** shall be governed strictly by the following binding terms and conditions. These covenants shall run with the land and shall be enforceable against all present and future Users, Occupants, Allottees, Transferees, or Claimants of any Unit in the Project.

A. INTERNAL ROAD REGULATIONS

1. Purpose and Layout:

An internal road shall be laid out around the Project (hereinafter referred to as the *Internal Road*) for use as a movement corridor for vehicles and logistical operations related to the Project.

2. Maintenance Responsibility:

The Internal Road shall be maintained, repaired, resurfaced, cleaned, and managed by the Association of Commercial Unit Owners or the Maintenance Agency designated until formation of such Association.

3. Periodic Repair and Upkeep:

The Internal Road shall be periodically repaired and maintained at least once every year, and as required, to ensure its smooth usability and safe condition for all occupants.

4. Permitted Use:

The Internal Road may be utilized for:

- a) Temporary loading and unloading of goods related to Ground Floor commercial shops;
- b) Passage and vehicular movement for residential unit owners and visitors;
- c) Movement of fire tenders, emergency services, ambulance, and utility vehicles.

5. Prohibition on Parking:

Parking, halting, or long-stationing of any motor vehicle, delivery van, hand cart, two-wheeler, or any movable object on the Internal Road is strictly prohibited except during actual loading or unloading activity.

6. No Obstruction:

No person shall cause obstruction, congestion, or hindrance to vehicular or emergency movement on the Internal Road. Goods, debris, crates, garbage bins, trolleys, or equipment shall not be placed or stored on the Internal Road at any time.

7. Compliance With Law:

All usage of the Internal Road shall comply with the National Building Code (NBC), Fire Safety Guidelines, and Municipal Directions as may be amended from time to time.

B. DEVELOPER'S RETAINED AREA REGULATIONS

1. Nature and Ownership:

The portion of land situated between the Internal Road and the Boundary Wall of the Project is hereby identified and designated as the DEVELOPER'S RETAINED AREA. This area shall

remain the exclusive property and control of the Developer, and no allottee shall acquire any right whatsoever over the said space.

2. No Adverse Claim:

The Allottee(s) expressly agree and acknowledge that they shall not claim ownership, possession, easement, usage right, adverse possession, or encroachment rights, nor raise any dispute, legal or otherwise, with respect to the DEVELOPER'S RETAINED AREA.

3. Restriction on Use:

The DEVELOPER'S RETAINED AREA shall not be used for parking, storage of goods, erection of permanent or temporary structures, signage, advertisements, business displays, waste dumping, gardening, or any form of encroachment.

4. No Alteration or Modification:

No person or Allottee shall alter, dig, pave, install utilities, or modify the DEVELOPER'S RETAINED AREA without express prior written consent of the Developer.

5. Developer's Rights:

The Developer shall retain the full and unfettered right to:

- a) Install utilities, signage, landscaping, illumination, or security infrastructure;
- b) Restrict, regulate, or prohibit access;
- c) Fence, gate, beautify, modify, or repurpose the area for any permissible use under applicable law in future.

6. Future Use Flexibility:

The Developer shall retain full and exclusive rights over the DEVELOPER'S RETAINED AREA, including the right to redesign, further develop, construct, install utilities or services, sell, lease, license, or otherwise commercially utilize the said area in any lawful manner, including but not limited to the installation of a vehicle weighing machine ('Kanta') in the future. By executing this Agreement, the Allottee expressly acknowledges and agrees that no objection, claim, or right shall arise now or at any future time in respect of such use, development, or commercial activity carried out by the Developer within the DEVELOPER'S RETAINED AREA."

(RESTRICTIVE COVENANTS GOVERNING THE DEVELOPER'S RETAINED AREA)

The Allottee(s) and/or Purchaser(s) of any Unit (residential or commercial) within the Project hereby expressly agree, acknowledge, confirm and covenant that the land area designated and demarcated within the approved layout as the **DEVELOPER'S RETAINED AREA** shall remain the **exclusive property, control and usage domain of the Developer** and shall be governed by the following terms, conditions and restrictions. These covenants shall attach to the land, run with the title, and be binding upon all existing and future owners, occupiers, tenants, transferees, and claimants of any Unit within the Project.

1. Ownership and Control

1.1 The DEVELOPER'S RETAINED AREA shall remain the *exclusive property of the Developer*, and no right, title, claim or interest of any nature shall accrue to any Unit Owner, Association or Occupant by reason of proximity, access or usage.

1.2 The Developer shall have full authority to regulate, manage, license, modify, restrict or utilize the DEVELOPER'S RETAINED AREA at its sole discretion in a lawful manner.

2. Permitted Uses by Developer

2.1 The Developer shall be entitled to use the DEVELOPER'S RETAINED AREA for any lawful purpose, provided such use does not violate applicable municipal laws, environmental regulations, fire safety norms or public policy.

2.2 Without prejudice to the generality of the above, the Developer may:

- a) Install generators, transformers, utilities, air-conditioning plants, solar systems, or machinery, provided the same does not cause unreasonable nuisance or health hazard to Unit Owners.
- b) Operate or allow paid parking facilities including temporary, permanent, open or sheltered systems.
- c) License or allot temporary business kiosks, stalls, food counters, storage cabins, or trade spaces, with temporary sheds or modular structures permitted under building rules.
- d) Install and operate a **weighbridge ("Kanta")** or similar commercial measuring equipment and charge users for such facility, THAT the Allottee hereby expressly agrees, acknowledges and confirms that the Developer shall be entitled, at its own cost and expense, to install, construct, operate and maintain an underground weighbridge (locally known as 'Kanta'), fully flush with and level to the finished ground surface, at such identified portion of the entrance/access passage of the 'SEFALI COMPLEX' as may be technically and structurally feasible, without causing any hindrance, obstruction, impediment or restriction whatsoever to the free, easy and uninterrupted ingress and egress of vehicles, occupants, visitors or service providers to and from the said Complex. It is further expressly agreed that such installation shall strictly conform to applicable laws, statutory permissions, safety norms and engineering standards, and shall not adversely affect the structural stability, access rights or common enjoyment of the Allottee or other occupants. By execution of this Agreement, the Allottee hereby grants an irrevocable, unconditional and deemed No Objection Certificate (NOC) in favour of the Developer for the aforesaid installation, use, operation and maintenance of the said weighbridge, and further covenants not to raise any objection, claim, demand or dispute, present or future, in respect thereof, provided always that the same does not materially interfere with the lawful use and enjoyment of the Complex and its common areas;
- e) Install security rooms, CCTV posts, fire hydrant network, utility rooms, EV charging points, signage towers, or communication infrastructure.

f) The Developer has constructed a wide internal corridor and passage on the commercial portion of the First Floor of each commercial blocks. The Developer shall retain the exclusive right to grant licenses, permissions, or permits for establishing temporary or permanent business stalls, kiosks, or similar commercial activities in the said corridor or passage, and may collect license fees or other charges for such use. By executing this Agreement, all Commercial Unit Owners expressly agree and acknowledge that they shall have no right to object, dispute, or interfere with the Developer's aforesaid rights, either now or in the future

3. Prohibited Use by Unit Owners

3.1 No Allottee, Purchaser, Tenant, Association or Occupant shall:

- Park any vehicle, two-wheeler, commercial van, delivery cart or similar object in the DEVELOPER'S RETAINED AREA.
- Keep, dump, store, display or accumulate goods, cartons, construction materials, garbage or business stock.
- Install signage, hoardings, banners, fencing, advertisement boards or display materials.
- Claim easementary or usage rights by passage of time, necessity or convenience.

3.2 No behavioral, legal or possessory claim shall ever arise in favour of any owner based on tolerance, permissive allowance, or non-objection by the Developer.

4. Right to Fence, Restrict or Modify Access

4.1 The Developer may, at its discretion, fence, barricade, gate, segregate, secure or restrict access to the DEVELOPER'S RETAINED AREA.

4.2 The Unit Owners or the Association shall not interfere with, obstruct or challenge such measures.

5. Future Development and Commercialization

5.1 The Developer reserves full liberty to:

- Lease, license, commercialize, assign usage rights or permit regulated paid use of the DEVELOPER'S RETAINED AREA.
- Upgrade, modify, reroute, repurpose or redesign the DEVELOPER'S RETAINED AREA subject to lawful development permissions.

5.2 No consent of the Association or Unit Owners shall be required for such decisions.

6. Non-Derogation and Non-Interference

6.1 No person shall object to, impede, litigate or raise grievance against the lawful commercial, infrastructural or operational use of the DEVELOPER'S RETAINED AREA.

6.2 The Developer's right herein shall be perpetual, unconditional, superior and non-derogable.

7. Indemnity

All Unit Owners agree to indemnify and keep indemnified the Developer against any loss, penalty, municipal action, litigation, claim or liability arising out of unauthorized entry, storage, parking or attempted encroachment upon the DEVELOPER'S RETAINED AREA.

8. Binding Effect

These covenants shall be:

- Irrevocable and enforceable,
- Binding upon successors, assigns, legal heirs, and transferees, and
- Incorporated into the Association Bye-laws and Deed of Declaration.

C. GENERAL CONDITIONS

1. Penalties for Violation:

Any violation of the above restrictions shall attract penalties imposed by the Association or Developer and may result in revocation of any temporary rights of usage granted herein.

2. Indemnity:

Allottees shall indemnify and hold harmless the Developer and the Association from any claim, liability, damage, penalty, or legal consequence arising from wrongful usage or breach of these covenants.

3. Binding Effect:

These covenants are perpetual in nature, shall form an integral part of all transactional documents, and shall bind the heirs, successors, purchasers, tenants, licensees, occupiers, or assigns of the Allottee.

USE OF INTERNAL ROAD & DEVELOPER'S RETAINED AREA

This area is governed by restrictive covenants. All unit owners, tenants, staff, delivery personnel and visitors are required to adhere to the following:

- Internal Road is strictly for movement of vehicles, temporary loading/unloading and emergency access.

- No Parking is permitted at any time on the Internal Road.
- No goods, construction materials, commercial articles, debris, garbage, or personal property may be kept or stored on the Internal Road.
- DEVELOPER'S RETAINED AREA (located between the internal road and boundary wall) is private property of the Developer.
- No usage rights exist on the DEVELOPER'S RETAINED AREA. No parking, no encroachment, no display, no storage, and no structural installation is allowed in this area.
- Violations may attract penalties, removal costs, and legal action.

(RESTRICTIVE COVENANTS REGARDING STRUCTURE, FUTURE DEVELOPMENT, BASEMENT ACCESS & RESIDENTIAL SECURITY)

The Allottee(s)/Purchaser(s) of any Residential or Commercial Unit within the Project hereby expressly acknowledge, accept, and covenant that the following terms and conditions shall apply to the development, use, access, and rights of the Buildings, Basements, Future Construction and Common Facilities within the Project. These covenants shall be binding upon all present and future Unit Owners, Occupants, Licensees, Tenants, Heirs, Administrators, Successors and Assigns and shall run with the property.

1. BUILDING STRUCTURE AND FUTURE DEVELOPMENT RIGHTS

1.1 The Project consists of **three (03) building blocks**, (*AB a composite Block, and C standalone Block*) each designed and sanctioned as **Basement + Ground + Four (04) Upper Floors**, subject to approval of competent authorities.

1.2 The Allottee(s) hereby acknowledge that the **Developer has expressly reserved the right** to construct **additional floors up to Three (03) or Four (04)** storeys over the existing structure, as the foundation, columns, beams and reinforcement have been designed and executed to support such vertical expansion.

1.3 The Purchasers unequivocally agree, consent and accept that:

- Such additional construction shall not constitute alteration of common areas.
- No objection, injunction, resistance or legal challenge shall be maintainable.
- Signing this Agreement constitutes **binding consent** under Section 14 of RERA and applicable building and civic laws.

1.4 The Developer shall be entitled to obtain additional sanction(s), revised building plans, FAR/FSI benefits, TDR, or any permissible rights in future without requiring consent from any Purchaser or Association.

2. BASEMENT STRUCTURE AND PERMITTED USE

2.1 The Project shall comprise **Three (03) Basements**, each being structurally and functionally interconnected across all three Blocks to enable seamless internal movement. The Occupants of each Block shall have the lawful right of ingress, egress, access, movement and usage throughout the entirety of the said interconnected basement floors, whether as pedestrians or with private vehicles, subject always to the rules, restrictions and operational protocols governing the mode and manner of use as may be prescribed, modified or imposed from time to time by the Developer or its authorized management body.

2.2 The basements shall be utilized exclusively for:

- Car parking and two-wheeler parking of **Residential Unit Owners only**;
- Internal service utilities and emergency access.

2.3 **Commercial Unit Owners, their staff, delivery personnel, customers, or visitors are strictly prohibited** from accessing, entering, parking, stopping, storing, or using any portion of the basement(s).

2.4 Any unauthorized entry by Commercial Unit Owners or outside persons shall authorize the Developer, Association, Facility Management staff or Security Personnel to:

- Deny or block access;
- Expel such persons immediately;
- Impose penalty or fine for non-compliance.

3. ACCESS CONTROL TO LIFTS, STAIRS AND ROOFTOP

3.1 Lift access from basement levels shall be **exclusive to Residential Users only**.

3.2 No Commercial Unit Owner, their staff, agents, delivery persons or customers shall be permitted access to:

- Basement passenger lifts
- Residential lift lobbies
- Residential staircases
- Rooftop areas
- Any restricted residential common area.

3.3 Any breach of this clause shall authorize the Facility Management or Security staff to:

- Restrict access immediately;
- Remove unauthorized persons;
- Levy applicable fines or penalties.

3.4 The rooftop, overhead tanks, solar equipment, mechanical rooms, and technical spaces shall remain restricted and accessible only to:

- Developer
- Facility Management Team
- Licensed technicians
- Residential Association

and **not to any Commercial Unit owner.**

4. SECURITY, PRIVACY & RESIDENTIAL SAFETY OBLIGATIONS

4.1 The residential portion of the Project shall be treated as a protected zone ensuring privacy, safety and security of families residing therein.

4.2 Commercial Unit owners, employees, customers or delivery staff shall **not loiter, remain stationed, or access residential corridors, lobbies, floors, or amenities.**

4.3 **Visitor movement may be recorded, screened or restricted** via access control systems, surveillance systems or security personnel.

4.4 The Resident's Association may impose:

- Access card systems
- CCTV monitoring
- Boom barriers
- Parking label identification
- Identity verification

to maintain separation of residential and commercial activity.

5. USE OF COMMON AMENITIES

5.1 Recreational spaces, Lift, typical corridors, roof, basement ramp and other amenities shall be strictly restricted to Residential Users.

5.2 Commercial Unit Owners shall have **no right, entitlement or claim** over such amenities.

6. NON-DEROGATION, ENFORCEMENT & INDEMNITY

6.1 These covenants are irrevocable, perpetual and enforceable through:

- Penalty
- Access deactivation
- Legal action
- Suspension of common facility usage

as determined by the Developer initially and thereafter by the Association.

6.2 The Allottee(s) shall **indemnify and hold harmless** the Developer and/or Association from any claims, liabilities, damages or disputes arising from violation or misuse of these restrictions.

7. BINDING NATURE

Execution of this Agreement constitutes conclusive acknowledgment and acceptance of the above restrictions and no person shall contest or obstruct the lawful implementation or continuation of these covenants.

ANNEXURE (SPECIFICATIONS)

FOUNDATION & STRUCTURE

- Structured designed for the optimum seismic consideration as stipulated by the IS Code
- Foundation with RCC Piles & Pile Caps
- RCC Framed Superstructure with ACC Blocks/Bricks as per design

BUILDING ELEVATION

- Tower meticulously designed and texture painted as per Architect's Design.

LIVING/DINING ROOM/ BEDROOMS

- Flooring: Vitrified tiles
- Walls: Putty finish

TOILETS

- Walls - Designer Ceramic Tiles up to 7 ft. height, putty finish thereafter
- Flooring - Anti-Skid Ceramic Tiles
- Sanitary-Ware - Jaquar or equivalent make
- CP Fittings - Jaquar or equivalent make

BALCONY

- Flooring - Matte Finish Tiles
- MS Railings

KITCHEN

- Flooring: Matt finish tiles
- Wall: Ceramic tiles upto 2 ft. height above the counter
- Granite stone counter top; Stainless steel sink

DOOR

- Wooden frame with Teak finish flush door

WINDOW

- Aluminium powder coated windows with clear glazing as per Architect's Design

ELECTRICAL

- Modular switches of Havells / Anchor / North-West or reputed make with copper wiring

LIFT

- Automatic Lift.

GROUND FLOOR LOBBY

- Flooring: Combination of large size vitrified tiles & granite as per design

TYPICAL FLOOR LOBBY

- Flooring: Vitrified Tiles
- Walls: Premium finish as per Architect's Design.

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

Executed and Delivered

by the **Developer** at
Purba Medinipore in the
presence of:

1.

2.

Executed and Delivered

by the **Allottee** at
Panskura in the presence
of:

1.

2.

Drafted By:

Ayan Sarkar
Advocate
High Court Calcutta
Mobile: 9836246598