

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and executed at Kolkata on this Day of .....,  
Two Thousand Twenty-Five (2025),

## BETWEEN

(1) **SHRI SADHAN KARMAKAR**, son of late Jagdish Karmakar, having his Income Tax Permanent Account Number (**BARPK 5275P**), and Aadhaar Number (**2582 5927 2876**),, and (2) **SMT. SILPI KARMAKAR**, wife of Shri Sadhan Karmakar, having her Income Tax Permanent Account Number (**CBAPK 8154N**) and Aadhaar Number (**4745 7650 9952**), wife of Sri Sadhan Karmakar, both by Nationality Indian, both are by Faith-Hindu, both by occupation Business, both residing at Fourth Floor, Model-1, 272, Kamalgazi, Post Office-Narendrapur, Police Station-Narendrapur (Erstwhile Sonarpur), Kolkata-700 103, District-South 24 Parganas, West Bengal hereinafter conjointly referred to as **LAND OWNERS** duly represented by their constituted attorney namely **M/S GHOSH HOUSING PROJECTS LLP**, a Limited Liability Partnership firm duly incorporated under the provision of the Limited Liability Partnership Act 2008 having its Income Permanent Account Number (**AAWFG 0165C**) having its registered office at 3330, E.M. Bypass Extension (South), Post Office-Narendrapur, Police Station- Narendrapur (Erstwhile Sonarpur), Kolkata- 700 103 in the District of South 24 Parganas, in the state of West Bengal, duly represented by its partners namely 1. **SHRI. AVISEK GHOSH ROY** son of Late Indrajit Roy, having his Income Tax Permanent Account No. (**AWIPG 5631R**) and Aadhaar Card No. (**2861 2849 3068**), by Faith-Hindu, By Nationality-Indian, by occupation- Business, residing at P-14, Ramkrishna Park, Police Station- Sonarpur, Post Office- Laskarpur, Kolkata-700153, District-South 24 Parganas, West Bengal AND 2. **SHRI. PRAMIT GHOSH** son of Prateep Kumar Ghosh, having his Income Tax Permanent Account (**ASEPG 7628Q**) and Aadhaar Card No. (**2373 2418 5256**), By Faith- Hindu, By Nationality-Indian, By Occupation- Business, residing at P-53, Ramkrishna Park, Post Office- Laskarpur, Police Station- Sonarpur, Kolkata-700 153, District of South 24 Parganas, West Bengal, by virtue of a registered power of attorney registered at the office of District Sub Registrar-III at Alipore, recorded in Book No. I, Volume No. 1603-2022, pages from 555498 to 555516 **being no 015642 for the year 2022**. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor(s), heir(s), successors-in-interest, executor (s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**.

AND

**M/S GHOSH HOUSING PROJECTS LLP**, a Limited Liability Partnership firm duly incorporated under the provision of the Limited Liability Partnership Act 2008 having its Income Permanent Account Number (**AAWFG 0165C**) having its registered office at 3330, E.M. Bypass Extension (South), Post Office-Narendrapur, Police Station- Narendrapur (Erstwhile Sonarpur), Kolkata- 700 103 in the District of South 24 Parganas, in the state of West Bengal, duly represented by its partners namely 1. **SHRI. AVISEK GHOSH ROY** son of Late Indrajit Roy, having his Income Tax Permanent Account No. (**AWIPG 5631R**) and Aadhaar Card No. (**2861 2849 3068**), by Faith- Hindu, By Nationality-Indian, by occupation- Business, residing at P-14, Ramkrishna Park, Police Station- Sonarpur, Post Office- Laskarpur, Kolkata-700153, District-South 24 Parganas, West Bengal AND 2. **SHRI. PRAMIT GHOSH** son of Prateep Kumar Ghosh, having his Income Tax Permanent Account (**ASEPG 7628Q**) and Aadhaar Card No. (**2373 2418 5256**), By Faith- Hindu, By Nationality-Indian, By Occupation- Business, residing at P-53, Ramkrishna Park, Post Office- Laskarpur, Police Station- Sonarpur, Kolkata-700 153, District of South 24 Parganas, West Bengal, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s), heir(s),

successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **SECOND PART**.

**AND**

1. ...., Son/daughter of ..... having her Income Tax Permanent Account No. (.....), Aadhaar No (.....), by Faith Hindu, by Occupation-....., residing at..... hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, legal representatives, successors, and/or assigns) of the **THIRD PART**.

**DEVOLUTION OF BACKGROUND OF THE TITLE OF THE PROPERTY**

1. **WHEREAS** one Ramdulal Purkait and three others were the recorded owners of Eight Anas, i.e. 50% of land and one Bhusan Chandra Purkait was the recorded owner of the rest Eight Anas, i.e. 50% share in land admeasuring about 11 Decimals (out of total land measuring about 22 Decimals) laying and situated in Khatian No. 139, under Dag No. 893 of Mouza-Ramchandrapur, J.L. No. 58, under Police Station Sonarpur, District South 24 Parganas.

2. Said Ramdulal Purkait and three others being the recorded owners jointly sold, conveyed and transferred the aforesaid land unto and in favour of one Ranendra Nath Ghosh alias Ranen Ghosh by executing a Deed of Conveyance, which is duly registered at the office of the District Registrar Alipore and recorded in Book No. I, being Deed No. 3359 for the year 1963 against valuable consideration more particularly mentioned therein.

3. Said Bhusan Chandra Purkait, the owner of the remaining Eight Anas, i.e., 50% of the total land measuring about 22 Decimals in Khatian No. 139, Dag No. 893 in Mouza Ramchandrapur, J.L. No. 58, under Police Station Sonarpur, District South 24 Parganas, sold, transferred and conveyed the same to one Gupi alias, Gopi Nath Das by executing a registered Deed of Conveyance which was registered at the office of the Sub Registrar at Baruipur and duly recorded in Book No. I, Volume No.25, Pages from 68 to 71, being No. 620 for the year 1960 for a valuable consideration as mentioned therein.

4. Said Gopi Nath Ghosh, while possessing the aforesaid landed property free from all sorts of encumbrances as the absolute owner, sold, transferred, conveyed and assigned the same unto and in favour of Ranendra Nath Ghosh alias Ranen Ghosh by executing a Deed of conveyance, which was duly registered at the office of the District Registrar, Alipore and duly recorded in Book No. I, being Deed No. 630 for the year 1961.

5. One Bejoy Chandra Biswas was the recorded owner of land measuring about 53 Decimals in R.S. Dag No. 894 under R.S. Khatian No. 13 at Mouza Ramchandrapur under Police Station Sonarpur, in the District of South 24 Parganas who sold the said land unto and in favour of Ranendra Nath Ghosh alias Ranen Ghosh by executing a deed of conveyance dated 22<sup>nd</sup> June 1962, duly registered before the District Registrar at Alipore and recorded in Book No. I, being Deed No. 2720 for the year 1962.

6. After such purchase the said Ranendra Nath Gosh alias Ranen Ghosh, while possessing the said landed properties free from all sorts of encumbrances, transferred the same unto and in favour of his son Gautam Ghosh by executing a Deed of Gift dated 22<sup>nd</sup> May 1992, which was

registered at the office of District Registrar Alipore and duly recorded in Book No. I, being Deed No. 9300 for the year 1992.

7. While said Goutam Ghosh was enjoying his aforesaid property free from all sorts of encumbrances through his constituted attorney Smt. Sushila Dokania had sold conveyed and transferred all that piece and parcel of land measuring about 22 Decimal laying and situated at Mouza- Ramchandrapur, J.L. No. 58, under R.S. Dag No. 893 appearing to R.S. Khatian No. 139, and all that piece and parcel of land measuring about 28.5 Decimal Mouza- Ramchandrapur, J.L. No. 58, under R.S. Dag No. 894 appearing to R.S. Khatian No. 13 and 139, Police Station- Sonarpur, District- South 24 Parganas, West Bengal unto and in favour of one Radheshyam Dokania by executing a Deed of Conveyance on 16<sup>th</sup> March 1994, which was registered in the office of the District Registrar at Alipore, duly recorded in Book No. I, being Deed No. 1052 for the year 1994.

8. Thus, by virtue of the aforesaid deed of conveyance dated 16<sup>th</sup> March 1994 said Radheshyam Dokania became the absolute owner of All That piece and parcel of land measuring about 50.5 Decimal laying and situated at Mouza- Ramchandrapur, J.L. No. 58, under R.S. Dag No. 893 and 894 appearing to R.S. Khatian No.13 and 139, Police Station- Sonarpur, District- South 24 Parganas, West Bengal.

9. While said Radheshyam Dokania was enjoying his aforesaid property free from all sorts of encumbrances, he died intestate on 14 August 1995, leaving behind his wife Sushila Dokania, his two daughters, Sangita Dokania and Sarika Dokania, and his only son Kausik Dokania, as his only legal heirs and successors who have jointly inherited the aforesaid land left by the Late Radheshyam Dokania according to the Hindu Succession Act, 1956.

10. Thus, by way of inheritance Sushila Dokania, Sangita Dokania, Sarika Dokania and Kausik Dokania jointly became the owners of All That piece and parcel of land measuring about 50.5 Decimal laying and situated at Mouza- Ramchandrapur, J.L. No. 58, under R.S. Dag No. 893 and 894 appearing to R.S. Khatian No.13 and 139, Police Station- Sonarpur, District- South 24 Parganas, West Bengal.

11. While said Sushila Dokania, Sangita Dokania, Sarika Dokania and Kausik Dokania jointly enjoying their All That piece and parcel of land measuring about 50.5 Decimal laying and situated at Mouza- Ramchandrapur, J.L. No. 58, under R.S. Dag No. 893 and 894 appearing to R.S. Khatian No. 139, Police Station-Sonarpur, District- South 24 Parganas, West Bengal free from all sorts of encumbrances in order to selling, conveying and transferring the land dived in the entire land in several scheme plots and started conveying the same to the intending purchasers.

12. While enjoying the aforesaid property free from all sorts of encumbrances execute a General Power of Attorney on 23<sup>rd</sup> July 1997 in favour of one Sri Rajendra Kumar Agarwal, and Sri. Naresh Chandra Roy, to do all the things as mentioned therein, which was duly registered at the office of Additional Registrar of Assurance at Kolkata, duly recorded in Book No. IV, being No. 1290 for the year 1997.

13. By virtue of the aforesaid General Power of Attorney said Sri Rajendra Kumar Agarwal and Sri Naresh Chandra Roy, being the constituted attorneys of Smt. Sushila Dokania, Sangita Dokania, Sarika Dokania and Kausik Dokania, sold, transferred and conveyed about 2 Cottah and 8 Chittacks, being scheme Plot No. P-4/4, comprised in R.S. Dag No. 894 under Khatian

No. 13, corresponding to L.R. Dag No. 1005 of Mouza Ramchandrapur, J.L. No. 56, Pargana Magura, Touzi No. 115, Revenue Survey No. 228 to one Sri Molin Chandra Das, son of Late Naider Chandra Das by executing a registered Sale Deed, duly registered in the office of the District Sub registrar IV, South 24 Parganas at Alipore and recorded in Book No. I, Volume No. 73, pages from 406 to 413, being No. 2437 for the year 1997.

**14.** After purchase of the said land in the aforesaid manner said Malin Chandra Das recorded his name in Land reforms Survey record of the concerned Block Land & Land Reforms Office as the owner of the said land under Khatian No. 1080 of Mouza Ramchandrapur.

**15.** Said Milan Chandra Das while absolutely seized and possessed the said land measuring about 2 Cottah and 8 Chittacks, being Scheme Plot No. P-4, comprised in R.S. Dag No. 894, corresponding to L.R. Dag No. 1005 under R.S. Dag No. 13 corresponding to L.R. Khatian No. 1080 of Mouza Ramchandrapur, sold, transferred, conveyed, assured and assigned the same in favour of Sunil Debnath, son of Jogeshwar Debnath by executing a Deed of Conveyance dated 22<sup>nd</sup> May, 2003, duly registered in the Office of the Additional District Sub Registrar, Sonarpur and recorded in Book No. I, Volume No. 84, pages from 81 to 92, being Deed No. 1777 for the year 2003 against valuable consideration.

**16.** After such purchase said Sunil Debnath recorded his name in the Land Reforms Survey records of the Block Land & Land Reforms Officer as owner of the said land under L.R. Khatian No. 2157 of Houza Ramchandrapur.

**17.** said Smt. Sushila Dokania, Sangita Dokania, Sarika Dokania and Kausik Dokania, while possessing the said landed properties free from all encumbrances, declared through their constituted attorneys Rajendra Kumar Agarwal and Naresh Chandra Roy to sell another plot of land measuring about 2 Cottah and 08 Chittacks in Scheme Plot No. P/5 comprised in R.S. Dag No. 894 under Khatian No. 13 of Mouza Ramchandrapur and said Rajendra Kumar Agarwal and Naresh Kumar Roy jointly agreed to purchase the same and an agreement was executed between the said parties to that effect under terms and conditions mentioned therein. As per terms and conditions of the said agreement, one Sri Mridul Bhattacharjee, being the nominee of the said Rajendra Kumar Agarwal and Naresh Chandra Roy and being fully satisfied in all respects offered to purchase as nominee in respect of the said land measuring about 2 Cottahs and 8 Chittacks, be the same a little more or less and the said Mridul Bhattacharjee purchased the said land measuring about 2 Cottahs and 8 Chittacks, being Scheme Plot No. P/5, by the strength of a registered Sale Deed, duly registered at the office of the District Sub Registrar-IV, South 24 Parganas and recorded in Book No. 1, Volume No. 73, pages from 155 to 170, being Deed No. 2438 for the year 1997 for a valued consideration. In the said sale deed said Rajendra Kumar Agarwal and Naresh Chandra Roy participated as Confirming Parties.

**18.** After such purchase, said Mridul Bhattacharjee recorded his name in the Land Reforms Survey records of the Block Land & Land Reforms office under L.R. Khatian No. 1125. L.R. Dag No. 1005 and became the sole and absolute owner of the said 2 Cottah and 8 Chittacks, being Scheme Plot No. P/5 comprised in R.S. Dag No. 894 under Khatian No. 13 corresponding to L.R. Dag No. 1005 under L.R. Khatian No. 1125 in Mouza Ramchandrapur, JL. No. 58 within the limits of Bonhoophly 1 Gram Panchayat, Police Station Narendraour, District South 24 Parganas.

**19.** Said Mridul Bhattacharjee subsequently sold, transferred and conveyed the said land measuring about 2 Cottah and 08 Chittacks in Scheme Plot No. P/5 comprised in R.S. Dag No.

894 under Khatian No. 13 of Mouza Ramchandrapur free from all encumbrances to one Mihir Lal Sengupta, son of Late Birendra Chandra Sengupta of Ram Nagar Road No.2, Ram Nagar, Agartala, Tripura by executing a Deed of Conveyance, duly registered in the office of the Additional District Sub Registrar, Sonarpur and recorded in Book No. I, CD Volume No. I, pages from 2685 to 2703, being Deed No. 00181 for the year 2012 for valuable consideration.

**20.** After such purchase, said Mihir Lal Sengupta recorded his name in the Land Reforms Survey records of the Block Land & Land Reforms office under L.R. Khatian No. 2995. L.R. Dag No. 1005 and became the sole and absolute owner of the said 2 Cottah and 8 Chittacks, being Scheme Plot No. P/5 comprised in R.S. Dag No. 894 under Khatian No.13 corresponding to L.R. Dag No. 1005 under L.R. Khatian No. 2991 in Mouza Ramchandrapur, J.L. No. 58 within the limits of Bonhooghly 1 Gram Panchayat, Police Station-Narendrapur, District South 24 Parganas.

**21.** Thus said Sunil Debnath and Mihir Lal Sengupta became the owners of a total land measuring about 5 Cottahs, be the same a little more or less, Danga in nature, comprised in R.S. Dag No. 894 corresponding to L.R. Dag No. 1005 under R.S. Khatian No.13 corresponding to L.R. Khatian Nos. 2157 and 2991 of Nouza Ramcharidrapur, J.L. No. 58, Pargana Magura, Touzi No. 115, Revenue Survey Who. 228, within the limits of Bonhooghly I Gram Panchayat under Police Station Sonarpur (now Narendrapur), District South 24 Parganas.

**22.** Said Sunil Debnath and Mihir Lal Sengupta jointly sold, transferred, conveyed, assigned and assured the said land measuring about 5 Cottahs, be the same a little more or less, Danga in nature, comprised in R.S. Dag No. 894 corresponding to L.R. Dag No. 1005 under R.S. Khaktan No. 13 corresponding to L.R. Khatian Nos. 2157 and 2991 of Mouza Ramchandrapur, J.L. No. 58, Pargana Magura, Touzi No. 115, Revenue Survey No. 228, within the limits of Bonhooghly-I Gram Panchayat under Police Station Sonarpur (now Narendrapur), Distinct South 24 Parganas in favour of the Owners herein by executing a Deed of Conveyance dated 13<sup>th</sup> September, 2022, duly registered in the office of the Additional District Sub Registrar, Sonarpur and recorded in Book No. I, Volume No. 1608-2022, Page from 172875 to 172900, being Deed No. 160807660 for the year 2022.

**23.** For the purpose of developing the said land, the landowners herein came across the present developer and the Developer approached the Landowners with the proposal to develop the said land by constructing a building thereon at its cost as per the approved plan to be sanctioned by the Bonhooghly 1 No. Gram Panchayat under certain terms as detailed hereunder and the Owner accepts such

**24.** While said Sadhan Karmakar and Silpi Karmakar were enjoying their property free from all sorts and encumbrances to construct a multi-storied residential building have entered into a development agreement with **M/S GHOSH HOUSING PROJECTS LLP**, a limited liability partnership firm duly incorporated under the provision of the Limited Liability Partnership Act 2008 having its registered office at 3330, E.M. Bypass Extension (South), Post Office-Narendrapur, Police Station- Narendrapur (Erstwhile Sonarpur), Kolkata- 700 103 in the District of South 24 Parganas; in the state of West Bengal, duly represented by its partners namely **1. SHRI. AVISEK GHOSH ROY AND SHRI. PRAMIT GHOSH** for the terms and conditions contained therein mentioned which is duly registered at the office of District Sub Registrar III at Alipore and recorded in Book No.-I, Volume No. 1630-2022, pages from 556141 to 556182 being no. 15601 for the year 2022 After execution of the development

agreement, the landowners also executed a power of attorney in favour of the developer herein which is duly registered at the office of District Sub Registrar-III at Alipore, and duly recorded in Book No. I, Volume No. 1603-2022, pages from 555498 to 555516, being no 015642 for the year 2022.

**25.** After execution of the development agreement the land owners duly applied for the recording of their name with the records of BL & LRO Sonarpur while the names of the landowners were duly recorded with the records of BL & LRO while L.R. Khatian 4350 issued in favour of Sadhan Karmakar and L.R. Khatian No.4351 issued in favour of Silpi Karmakar in respect of L.R. Dag No.1005 of Mouza-Ramchandrapur.

**26.** After the execution of the Development Agreement developer herein applied for obtaining a sanction plan for the construction of a Ground Plus Four (G+4) Stored Residential building over the First Schedule mentioned property subsequently the developer Obtained the Sanction Building plan from Panchayet Samity (South 24 Parganas) being no. 911/1040/KMDA on 14<sup>th</sup> June 2024 for construction of Ground Plus Four (G+4) Stored Residential building over the Schedule mentioned property.

**27.** The developer and the land owners duly received the sanctioned plan from Panchayat Samity on 14<sup>th</sup> June 2024 and upon receiving the said building plan the Developer herein registered their project namely "**HARMONY II**" before the Real Estate Regulatory Authority and the said project was approved by the Real Estate Regulatory Authority vide RERA registration Number .....

**28.** The Said Premises have been categorized as Bastu Land intended for the construction of a residential project comprising several flats/units, and car parking areas intended for commercial exploitation and shall be known as "**HARMONY-II**".

**29.** The Developer is fully competent to enter into this Agreement for Sale and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which the Project is to be constructed have been completed.

**30.** The Developer has obtained the final layout plan approvals for the Project from sonarpur Panchayet Samity. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

**31.** The Purchaser and/or purchasers on coming to know of the said project named "**HARMONY-II**" became interested in purchasing or acquiring a flat or unit or apartment therein and approached the Developer to purchase and acquire the Flat **Together With** the undivided proportionate indefeasible share in the common areas and facilities appertaining thereto as defined under Section 2(n) of the said Act **Together Also With** the undivided proportionate indefeasible share in the land comprised in the Said Premise.

**32.** The Purchaser and/or purchasers has/have gone through all the terms, conditions and stipulations contained in this agreement and agree to have understood the scope and effect of the mutual rights, entitlement, and obligations specified therein.

**33.** The Purchaser and/or purchasers has/have also satisfied himself/herself/themselves as to the computation of the carpet area and/or built-up area including the computation of the

consideration payable on account thereof at the specified rate and hath agreed to pay the said consideration including the additional payments and deposits within the time and in the manner stipulated therein without any reservation and restrictions whatsoever and only after being fully and satisfied about these, the Purchaser and/or purchasers entering into this Agreement and the Purchaser and/or purchasers hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

**34.** The Purchaser and/or purchasers agrees that in case of any exigency, statutory or otherwise, the Developer may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and such event the Purchasers shall have no objection.

**35.** The parties hereby confirm that on being satisfied and having full knowledge of all pending laws, rules, regulations, and notifications and applications concerning the said project doth hereby agree and are entering into this agreement on the basis thereof.

**36.** Relying on the representations, confirmations, and assurances held out by either of the parties hereto to faithfully abide by all the terms, conditions, and stipulations contained in this agreement including all applicable laws and rules governing the said project have agreed to enter into this agreement on the terms, conditions and stipulations more particularly contained hereafter.

**37.** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

**38.** 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 and with the further understanding that the Developer may charge different rates from different Purchaser and/or purchasers for Apartment, for different locations, specifications and at different times at the sole discretion of the developer.

**39.** This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude or diminish the right of any financial institution, fund, or registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Purchasers in respect of his/her/their Unit in the said Project.

**40.** In the aforesaid premises subject to compliance with the terms and conditions more particularly set out in this agreement and mutually agreed to be observed and performed by the parties hereto, the Developer in concurrence and confirmation with the owners hereby agrees to sell and the Purchaser and/or purchasers hereby agrees to purchase All That "**The Said Flat**" more particularly described and mentioned hereunder.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES, AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

**1.1.** Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser and/or purchasers and the Purchaser and/or purchasers hereby agree to purchase, the Apartment morefully and particularly mentioned in the Second Schedule.

**1.2.** The Total Price payable for the Apartment is more fully mentioned in “Part I of the Sixth Schedule.

**Explanation:**

I. The Total Price above includes the booking amount paid by the Purchaser and/or Purchasers to the Developer towards the Apartment;

II. The price payable for the Apartment based on the carpet area is sum of Rs..... only which includes applicable GST) and Rs..... Only Excluding GST), which is more fully mentioned in “Part I” of the Sixth Schedule.

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

IV. The Total Price of the Completed Apartment as per specifications is more fully mentioned in “Part-I of the Sixth Schedule” as provided in the agreement.

V. The Total Price is escalation-free, save and except increases which the Purchaser and/or Purchasers hereby agree to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising demand on the Purchaser and/or Purchasers for the increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/Purchasers, which shall only be applicable on subsequent payments.

VI. The Purchaser and/or Purchasers shall make the payment as per the payment plan set out in “Eight Schedule” (hereinafter referred to as the “Payment Plan”).

VII. The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser and/or Purchasers by discounting such early payments for the period by which the respective installment 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 Purchaser and/or Purchasers by the Developer.

VIII. It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/Purchasers. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser/Purchasers,

or such minor changes or alterations as per the provisions of the Act.

IX. The Developer shall confirm the final carpet area that has been allotted to the Purchaser and/or Purchasers after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then the Developer shall refund the excess money paid by the Purchaser and/or Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Purchasers. If there is any increase in the carpet area allotted to the Purchaser and/or Purchasers, the Developer shall demand that from the Purchaser and/or Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement,

X. Subject to Clause 9.3 the Developer agrees and acknowledges, the Purchaser and/or Purchasers shall have the right to the Apartment as mentioned below:

A. The Purchaser and/or Purchasers shall have exclusive ownership of the Apartment;

B. The Purchaser and/or Purchasers shall also have an undivided proportionate share in the Common Areas. Since the share/interest of Purchaser and/or Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchaser and/or Purchasers shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser and/or Purchasers to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act;

C. That the computation of the price of the Apartment includes recovery of the price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes the cost for providing all other facilities as provided within the Project

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

XII. It is understood by the Purchaser and/or Purchasers that all other areas and i.e. areas and facilities falling outside the Project, namely "**HARMONY-II**" 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.

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

XIV. The Purchaser and/or Purchasers have paid a sum as booking amount as mentioned in the payment schedule herein being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Purchasers 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:

**2. MODE OF PAYMENT:** Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Purchaser and/or Purchasers shall make all payments, on a written demand by the Developer, within the stipulated time as mentioned in the Payment Plan described in the eighth schedule through A/c Payee cheque/demand draft or online payment as applicable.

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

**3.1.** The Purchaser/Purchasers, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer 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 the 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 Purchaser and/or Purchasers understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

**3.2.** The Developer accepts no responsibility in this regard. The Purchaser and/or Purchasers shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser and/or Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser and/or Purchasers to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and/or Purchasers 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 Developer shall be issuing the payment receipts in favour of the Purchaser and/or Purchasers only

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Purchaser and/or Purchasers authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Developer may in its sole discretion deem fit and the Purchaser and/or Purchasers undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

**5. TIME IS ESSENCE:** Time is of the essence for the Developer as well as the Purchaser and/or Purchasers. The Developer shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Purchaser and/or Purchasers and the common areas to the association of the Purchaser and/or Purchasers after receiving the occupancy certificate. Similarly, the Purchaser and/or Purchasers shall make timely payments of the installment and other dues payable by him/her/them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in the "Payment Plan".

**6. CONSTRUCTION OF THE PROJECT/ THE APARTMENT:** The Purchaser and/or Purchasers has/have seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans described in the Third, Fourth and Fifth Schedule which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said 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 applicable laws in force] 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 APARTMENT:**

**7.1. Schedule for possession of the said Apartment:** The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31<sup>st</sup> December 2027, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser and/or Purchasers agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser and/or Purchasers 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 Purchaser and/or Purchasers the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/Purchasers, Purchaser and/or Purchasers agrees that he/ she 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.

**7.2. Procedure For Taking Possession**-The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser and/or Purchasers 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 Apartment to the Purchaser/Purchasers. The Developer agrees and undertakes to indemnify the Purchaser and/or Purchasers in case of failure of fulfill of any of the provisions, formalities, or documentation on part of the Developer. The Purchaser and/or Purchasers agree to pay the maintenance charges as determined by the Developer/association of Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser and/or Purchasers in writing within 30 days of receiving the occupancy certificate of the Project.

**7.3. Failure of Purchaser and/or Purchasers To Take Possession Of Apartment:** Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser and/or Purchasers shall take possession of the Apartment 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 Apartment to the Purchaser/Purchasers. In case the Purchaser and/or Purchasers fail to take possession within the time provided in clause 7.2, such Purchaser and/or Purchasers shall continue to be liable to pay maintenance charges as applicable.

**7.4. Possession by the Purchaser and/or Purchasers** - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

**7.5. Cancellation by Purchaser and/or Purchasers** -The Purchaser and/or Purchasers shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser and/or Purchasers proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser and/or Purchasers shall be returned by the Developer to the Purchaser and/or Purchasers within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its 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 Purchaser/Purchasers, in case the Purchaser and/or Purchasers wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the

manner as provided under the Act. Provided that where if the Purchaser and/or Purchasers does not intend to withdraw from the Project, the Developer shall pay the Purchaser and/or Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER :**

The Developer hereby represents and warrant to the Purchaser and/or Purchasers as follows:

**8.1.** The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

**8.2.** The Developer has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project;

**8.3.** There are no encumbrances upon the said Land or the Project;

**8.4.** There are no litigations pending before any Court of law with respect to the said Land, Project or Apartment;

**8.5.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

**8.6.** 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 Purchaser and/or Purchasers created herein, may prejudicially be affected;

**8.7.** 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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser and/or Purchasers under this Agreement;

**8.8.** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser and/or Purchasers in the manner contemplated in this Agreement;

**8.9.** At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and/or Purchasers and the common areas to the Association of the Purchasers;

**8.10.** The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

**8.11.** 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;

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

**8.13.** That the property is not Waqf property.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES:** Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

**9.1.** Developer fails to provide ready-to-move in possession of the Apartment to the Purchaser and/or Purchasers within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.

**9.2.** Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

**9.3.** In case of Default by Developer under the conditions listed above, Purchaser and/or Purchasers is entitled to the following:

**9.3.1.** Stop making further payments to Developer as demanded by the Developer. If the Purchaser and/or Purchasers stop making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser and/or Purchasers be required to make the next payment without any penal interest; or

**9.3.2.** The Purchaser and/or Purchasers shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser and/or Purchasers under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice. Provided that where Purchaser and/or Purchasers does not intend to withdraw from the project or terminate the Agreement, he/she/they 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 Apartment.

**9.4.** The Purchaser and/or Purchasers shall be considered under a condition of Default, on the occurrence of the following events:

**9.4.1.** In case the Purchaser and/or Purchasers fails to make payments for two consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser and/or Purchasers shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

**9.4.2.** In case of Default by Purchaser and/or Purchasers under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Purchaser and/or Purchasers and refund the amount money paid to him by the Purchaser and/or Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated

**10. DEED OF CONVEYANCE OF THE APARTMENT:** The Developer, on receipt of the entire amount of the Price of the Apartment under the Agreement from the Purchaser/Purchasers, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Purchaser and/or Purchasers 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 Purchaser and/or Purchasers authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser/Purchasers. The Purchaser and/or Purchasers 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).

However, prior to execution of the deed of conveyance, the purchaser shall clear the cost of extra work to the developer which to be done as per instruction and or request of the purchaser.

However, in case the Purchaser and/or Purchasers fail to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser and/or Purchasers authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Developer is made by the Purchaser and/or Purchasers and on such Default the Purchaser and/or Purchasers shall also be deemed to be under the condition of default under clause 7.3 and 9.3 above. The Purchaser and/or Purchasers shall be solely responsible and liable for compliance with the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authorities.

**11. MAINTENANCES OF THE SAID UNIT/PROJECT:** The Developer shall be responsible to provide and maintain the essential services in the Project either by itself or through its nominated agent till the taking over of the maintenance of the Project by the association of the Purchasers or ad-hoc committee of the Purchasers, as the case may be.

**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 the Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser and/or Purchasers 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 Purchaser and/or Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, It is clarified that the Developer shall hand over the possession of the Apartment on completion of the Project to the Purchaser and/or Purchasers by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement. It is expressly agreed and understood that in case the Purchaser/Purchasers, without first notifying the Developer and without giving to the Developer the opportunity to inspect assess and determine the nature of such defect (which inspection Developer shall be required to complete within 15 days of receipt of the notice from the Purchaser/Purchasers), alters the state and condition of such defect, then the Developer shall be relieved of its obligations

contained in the Clause immediately preceding and the Purchaser and/or Purchasers shall not be entitled to any cost or compensation in respect thereof.

**13. RIGHT OF Purchaser and/or Purchasers TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Purchaser and/or Purchasers hereby agrees to purchase the said Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance In-charge (or the maintenance agency appointed by it) and performance by the Purchaser and/or Purchasers of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Developer/maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchaser and/or Purchasers agrees to permit the association of Purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:** Use of Service Areas: The service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms (if any), underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans.

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

aforesaid conditions.

**17. COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Purchaser and/or Purchasers is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular. That the Purchaser and/or Purchasers hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

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

Provided however the Purchaser and/or Purchasers undertake not to object to further construction, expansion, development and/or modification in the paid project to the approval of the concerned authorities and sanction of the competent authority:

- a. In the event the owners/developer buy any land adjacent to the said premises or enters into any development agreement with the owners of any land adjacent to the said premises, such land, hereafter referred to as the “Other Further Lands”, the same may be added to the said premises, and/or said project and the owners and/or Purchasers of such other further land shall have the right of ingress to and egress from over such portions of the said premises, and/or the said land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project.
- b. The projects common portions within the said project, and those within the Other further lands, will be deemed to be the project common portions of the said complex, and or the said project, and/or the said premises.

**19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Developer executes this Agreement, they shall not mortgage or create a charge on the Said Apartment, and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser and/or Purchasers who have taken or agreed to take such Apartment. However, the Developer shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Purchaser and/or Purchasers under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Purchaser and/or Purchasers under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Purchaser and/or Purchasers shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):** The Developer has assured the Purchaser and/or Purchasers that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State

of West Bengal.

**21. BINDING EFFECT:** Forwarding this Agreement to the Purchaser and/or Purchasers by the Developer do not create a binding obligation on the part of the Developer or the Purchaser and/or Purchasers until, firstly, the Purchaser and/or Purchasers 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 Purchaser and/or Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Developer. If the Purchaser and/or Purchasers fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser and/or Purchasers for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Purchasers, application of the Purchaser and/or Purchasers shall be treated as cancelled and all sums deposited by the Purchaser and/or Purchasers in connection therewith including the booking amount shall be returned to the Purchaser and/or Purchasers without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the Apartment.

**23. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/PURCHASERS/ SUBSEQUENT TRANSFEREES:** It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable on the said subsequent Purchaser/Purchasers/s, in case of a transfer, the said obligations go along with the Apartment.

#### **25. WAIVER NOT A LIMITATION TO ENFORCE:**

25.1. 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 Purchaser and/or Purchasers 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 Purchaser and/or Purchasers that exercise of discretion by the Developer in the case of one Purchaser and/or Purchasers shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Purchasers.

25.2. 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 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 the 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 Purchaser and/or Purchasers has to make any payment, in common with another Purchaser and/or Purchasers (s) of the complex, the same shall be the proportion which the area of the Apartment bears to the total area of all the Apartments 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 addition to the instruments and actions specifically provided for herein, as may be reasonably required to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or under any such transaction.

**29. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Developer/Owner through their authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/Purchasers, after the Agreement is duly executed by the Purchaser and/or Purchasers and the Developer or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:** All notices to be served on the Purchaser and/or Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser and/or Purchasers or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Purchaser and/or Purchasers and the Developer to inform each other of any change in address after 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 Purchaser/Purchasers, as the case may be.

**31. JOINT PURCHASERS:** In case there are joint Purchasers all communications shall be sent by the Developer to the Purchaser and/or Purchasers whose name appears first and at the address given by him/her/it which shall for all intents and purposes to consider as properly served on all the Purchasers.

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

**33. DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

## **DISCLAIMER**

The additional terms and conditions and schedule mentioned herein above as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made under RERA ACT.

### **34. ADDITIONAL TERMS AND CONDITIONS:**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions, and covenants on the part of the Owners, Developer, and Purchaser and/or Purchasers to be respectively paid observed, and performed, as the case may be (it is clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail). The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

**34.1.** The Purchaser and/or Purchasers before execution of the Deed of Sale, intends to nominate his/her/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place, and stead, the Purchaser and/or Purchasers may do so with the permission of the Developer subject to payment of administrative charges to the Developer @ 2% (two percent) of the total transfer price or purchase price of Unit whichever is higher.

**34.2.** The Purchaser and/or Purchasers agree and understand that all the standard fitting, interiors, furniture, kitchenette, and fixtures dimensions provided in the show/model residential Apartment exhibited at the site only provide a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, color, shade, shape, and appearance from the ones provided in the model Apartment and the Purchaser and/or Purchasers shall not be entitled to raise any claim for such variation.

**34.3.** Notwithstanding anything contained herein, by the execution of this Agreement the Purchaser and/or Purchasers has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Developer to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Land and/or Said Project land and/or the Building and/or any part or portion thereof in favor of any bank and/or financial institution providing loan and/or financial assistance to the Developer for 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 Purchaser/Purchasers. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Purchaser and/or Purchasers for the creation of charge/mortgage over any part or portion of the Said Land and/or Project land and/or the Building, and no separate consent of the Purchaser and/or Purchasers shall be required for the said purpose.

**34.4.** The Developer undertakes to cause the said bank(s)/financial institution(s) to (a) issue,

if necessary, a no-objection letter in favour of the Purchaser and/or Purchasers to enable the Purchaser and/or Purchasers to take a home loan from any bank or financial institution for financing the purchase of the Apartment; and (b) upon receipt by the Developer from the Purchaser and/or Purchasers (to the complete satisfaction of the Developer), of the full payment and/or deposit, as the case may be, of all sums, amounts, etc. payable/to be deposited by the Purchaser and/or Purchasers in terms of this Agreement, before execution of the Conveyance Deed in favour of the Purchaser/Purchasers, subject to the terms of this Agreement, the Developer shall cause the mortgage, security, charge or other encumbrances, if any created by the Developer over and in respect of the Apartment, to be discharged and/or released.

**34.5.** In the event of the Purchaser and/or Purchasers obtaining any financial assistance and/or housing loan from any bank/financial institution the Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Purchaser and/or Purchasers and the Bank/financial institution, subject however the Developer being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser and/or Purchasers from such bank/ Financial Institution.

**34.6.** In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

**34.7.** The Purchaser and/or Purchasers is aware and agrees and/or consents to the following:

- A. That the complex is being developed by the Developer as may be decided by the Developer in its absolute discretion from time to time and the Purchaser/Purchasers(s) further acknowledges and confirms that the Developer may, at any time, revise/modify the layout master plan of the complex, which shall be subject to the terms of this Agreement, in such manner as the Developer may deem fit, in its sole discretion.
- B. That the common pathway, driveway, access Roads forming part of Shared Common Infrastructure and all such areas/facilities which are for common use and enjoyment of all the owners, occupants, Purchasers, and users of the said complex and shall be jointly used and maintained by all owners, occupiers, Purchasers of the said complex and/or the Total Land and the adjoining land. The Purchaser/Purchasers(s) waives his/her/their/its rights to raise any objection in this regard and the Allottee shall have no claim rights of ownership over the same but shall be liable to pay the proportionate maintenance charges as demanded by the Developer.
- C. The Purchaser/Purchasers(s) shall be entitled to use such Shared Common Facilities subject to the rules, regulations/guidelines framed by the Developer and/or the Association (to be formed) as the case may be and the Purchaser and/or Purchasers is aware that the Shared Common Infrastructure shall not form part of the Project Land and shall not form part of the Declaration required under the West Bengal Apartment Ownership Act as and when Association in respect of the Project is being made.

- D. That for the benefit of the Project, the Developer shall be allowed to make any additions and alterations in the sanctioned plans, layout plans, and specifications of the Project including the Common Areas without changing the layout, specification, and carpet area of the Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Purchaser and/or Purchasers unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.
- E. The FAR proposed to be consumed in the Project may not be proportionate to the area of the said Land on which it is being constructed in proportion to the total area of the said Total Land taking into account the FAR to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such FAR for each of the buildings being constructed on the said Total Land as it thinks fit, and the owners and Purchaser/Purchasers(s) of the units in such buildings (including the Purchaser/Purchasers(s) herein) are agreeable to this and shall not dispute the same or claim any additional FAR or constructed area in respect of any of the structures, building or on the said Land.
- F. The after launch of the instant Project and as per the requirement of the Applicant the Developer has modified the plan of the Project to suit the requirement of the Applicant in the said project.

**34.8.** The Possession Date has been accepted by the Purchaser and/or Purchasers. However, if the said Apartment is made ready before the Completion Date, the Purchaser and/or Purchasers undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having agreed and understood that the payment obligations of the Purchaser and/or Purchasers are linked inter alia to the progress of construction, and the same is not a time linked plan.

**34.9.** The Developer has informed and the Purchaser and/or Purchasers aware that upon obtaining a completion certificate from the appropriate Authority the Developer shall hand over possession of the respective Units to the Purchaser and/or Purchasers. During such a period of handover, some of the amenities and facilities of the project/complex may not be ready for occupation, but the same will not in any way hinder the peaceful habitation of the Purchaser/Purchasers(s) in the said project/complex. However, the Developer shall be responsible for completing such amenities and making them ready for occupation positively, before handing over the project/complex to the Association of the Purchaser and/or Purchasers.

**34.10.** The Purchaser and/or Purchasers agrees, declare, and confirm that the right, title, and interest of the Purchaser and/or Purchasers is and shall be confined only to the Apartment, together with the limited right to use the Common Areas of the Project, and Shared Common Areas and Shared Common Infrastructure in common with the other Purchasers, owners, occupiers and other Persons as stipulated elsewhere in this Agreement and the Purchaser and/or Purchasers shall have no claim and/or right, title and interest in respect of any of the other parts and portions of the complex. The Developer shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed unsold/un-allotted apartments, car parking spaces which are not earmarked for the common use, and any other constructed spaces/portions of the Project in favor of third parties at such consideration and its sole discretion, which the Purchaser and/or Purchasers hereby accepts and to which the

Purchaser/Purchasers, under no circumstances, shall be entitled to raise any objection.

**34.11.** In the event of cancellation of allotment, the balance amount of money paid by the Purchaser and/or Purchasers (other than booking money, Taxes paid by the Purchaser/Purchasers, and/or stamp duty and registration charges incurred by the Purchaser/Purchasers) shall be returned by the Developer to the Purchaser and/or Purchasers without interest, out of the amounts received by the Developer against sale of the Designated Apartment to any other interested person. Further, in case of a falling market, the amount repayable will be reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Purchaser and/or Purchasers if the current Sale Price is less than the Purchase Price. The Purchaser and/or Purchasers shall before receipt of refund on the above account from the Developer, at his costs and expenses, execute all necessary cancellation-related documents required by the Developer.

**34.12.** If due to any act, default or omission on the part of the Purchaser and/or Purchasers, the Developer is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Developer's such other rights the Purchaser and/or Purchasers shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.

**34.13.** The Developer will not entertain any request for modification in the internal layouts of the Apartment or the Blocks. In case the Purchaser and/or Purchasers desires (with prior written permission of the Builder) to install some different fittings/floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Purchaser and/or Purchasers has/have made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Purchaser and/or Purchasers access to the Apartment before the Possession Date for interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Purchasers provided that such access will be availed by such instructions of the Developer in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons.

**34.14.** The Purchaser/Purchasers know that some reduction in carpet area may happen due to plastering but the same may be limited to 1% of floor area and the Purchaser and/or Purchasers shall not raise any claim against the Developer within this limit. The developer shall also confirm the final carpet area of the apartment to the Purchaser and/or Purchasers after completion of construction and issuance of the occupation certificate by the competent authority. If there is any variation in the carpet area of the apartment, which is not more than 3% of the carpet area of the apartment, the necessary adjustment i.e. refund or additional payment shall made at the time of offer of possession.

**34.15.** The Allotment is personal and the Purchaser and/or Purchasers shall not be entitled to transfer, let out, or alienate the Apartment without the consent in writing of the Developer provided however after the full payment of the entire price and other amounts and registered conveyance of the Purchaser and/or Purchasers shall be entitled to let out, grant, lease, and mortgage and/or deal with the Apartment for which no further consent of the Developer shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Transferee of the

Apartment in case of a transfer, as the said obligations go along with the Apartment.

**34.16.** The Purchaser and/or Purchasers shall be liable to pay all Tax, impositions, Khazna, etc. in respect of the 'Apartment' from the date of issuance of Completion Certificate by the competent authority.

**34.17.** The Developer shall take necessary steps for the formation of an Association of Purchasers as contemplated as per law in accordance with the provision of the West Bengal Apartment Ownership Act, 1972. The Purchaser and/or Purchasers of the project/complex shall compulsorily become members of the said Association. The Developer shall hand over the maintenance and management of the project/complex to the said Association upon its formation. Thereafter the said Association shall be responsible for the maintenance and management of the said project/complex and shall also be responsible for all statutory compliance in relation thereto including but not limited to the renewal of all applicable Licenses, NOCs, etc. which includes but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority, etc. and the Developer shall not be held responsible for non-compliance if any on part of the said Association in this regard. Apart from the said Association, the Purchaser and/or Purchasers shall not indulge and/or form any other parallel association or group within the said project/complex under any circumstances. The said Association shall be responsible for holding any program/occasion / social gathering/event within the said project/complex under the supervision of the Committee/sub-committee that will be formed by the members of the said Association for holding or conducting such events to avoid any conflict within the members of the Association.

**34.18.** The cost of maintenance of the Apartment will be paid/borne by the Purchaser and/or Purchasers from the date of obtaining the completion certificate till the handover of maintenance of the project to the association of Purchasers. Maintenance Expenses shall mean and include all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, Proportionate charges for Shared Common Areas and the Shared Common Infrastructure and for all other Common Purposes and for rendition of services in common to the Purchasers and all other expenses for the common purposes to be contributed borne paid and shared by the Purchasers of the said Project including those mentioned hereunder. Developer for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge.

- A. Establishment and all other capital and operational expenses of the Association.
- B. All charges and deposits for supplies of common utilities.
- C. All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- D. Cost of operating the fire fighting pieces of equipment and personnel, if any.
- E. All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion, etc.

- F. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting, and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- G. All expenses for running and operating all machinery, equipment, and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, etc., and other common installations including their license fees, taxes, and other levies (if any) and all the lights of the common area.
- H. Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Purchaser/Purchasers.
- I. Creation of a sinking fund for replacement, renovation and other periodic expenses of equipment.
- J. The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians, etc. including perquisites, bonuses, and other emoluments and benefits.
- K. All the fees and charges payable to the agency, if appointed for looking after the maintenance services including all the statutory taxes.

**34.19.** It is clarified that the defect liability responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Apartment Owners or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Developer to the Purchaser and/or Purchasers ends before the defect liability period and such warranties are covered under the maintenance of the said apartment/building/wing and if the annual maintenance contracts are not done/renewed by the Purchasers, the Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed, and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchaser and/or Purchasers has been made aware and the Purchaser and/or Purchasers expressly agrees that the regular wear and tear of the Apartment/Building minor hairline cracks on the external and internal walls excluding the RCC structure which happen due to variations in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser and/or Purchasers it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and the workmanship executed.

**34.20.** That Purchaser and/or Purchasers shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of

the newly constructed buildings in the said project and the Developer shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements, etc. on the same or the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Developer shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies, and outgoings, as may be imposed by the authority/ authorities for the same.

**34.21.** That on and from the date of possession of the said Apartment, the Purchaser and/or Purchasers shall:

- A. Co-operate in the management and maintenance of the said project
- B. Observe, comply, and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities, and facilities provided in the said project.
- C. Pay and bear the proportionate share of the expenses to be incurred in common to the Developer , until the formation of the Association including the GST.
- D. The Purchaser and/or Purchasers shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser and/or Purchasers shall be liable to pay interest @2% per annum on the due amounts and if such default shall continue for three months then and in that event, the Purchaser and/or Purchasers shall not be entitled to avail of any of the facilities, amenities, and utilities provided in the “Said Project” and the Developer as the case may be, shall be entitled to take the following measures and the Purchaser and/or Purchasers hereby consents to the same:
- E. To discontinue the supply of electricity to the “Said Apartment”.
- F. To disconnect the water supply.
- G. Not to allow the usage of lifts, either by Purchaser/Purchasers, his/her/their family members, domestic help, or visitors.
- H. To discontinue the usage of all amenities and facilities provided in the said project to the Purchaser and/or Purchasers and his/her/their family members/guests.
- I. the Developer as the case may be shall have having lien on the “Said Apartment” for such unpaid amount of Maintenance Charges.
- J. The above-said discontinuation of some services and facilities shall not be restored until such time the Purchaser and/or Purchasers have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges, and expenses incurred till then by the Developer to realize the due amount from the Purchaser/Purchasers.
- K. Use the said Apartment for residential purposes only.

L. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Developer about the usage and timings fixed, in respect of facilities and amenities provided in the project.

M. Use all paths, passages, and staircases for ingress and egress and no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.

N. Use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials, and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Developer and all other persons entitled thereto.

O. Use of the Common Areas, Shared Common Areas, and the Shared Common Infrastructure with due care and caution and not hold the Owners, Confirming Parties, or the Developer liable in any manner for any accident or damage while enjoying the Common Areas, Shared Common Areas and the Shared Common Infrastructure by the Purchaser and/or Purchasers or his family members or any other person. It is clarified that the role of the Developer shall be only to provide the initial infrastructure in respect of the Common Areas, Shared Common Areas, and the Shared Common Infrastructure.

P. Maintain at his/her/their costs, the Apartment, and the Balcony, in the same good condition state and order in which it is delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, Panchayat Samiti, WBSEDCL, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

Q. Draw electric lines/wires, television cables, broadband data cables, and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or the other said complex Co-Owners. The main electric meter shall be installed only at the common meter space in the said complex. The Purchaser and/or Purchasers shall under no circumstances be entitled to affix, draw, or string wires, cables, or pipes from, to, or through any part or portion and outside walls of the Building.

R. Apply for and obtain at his cost a separate assessment and mutation of the Apartment in the records of appropriate authority within 06 months from the date of possession.

S. Install firefighting and sensing system gadgets and equipment as required under law and shall keep the Apartment free from all hazards relating to fire.

T. Keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires, and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition to support shelter and protect the other units/parts of the Buildings at the

Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.

U. Keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings, etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

V. Ensure that all interior work of furniture, fixtures, and furbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Purchasers.

W. Allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects and want of repair in the Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser and/or Purchasers thereabout;

**34.22.** That on and from the date of possession of the said Apartment, the Purchaser and/or Purchasers shall not:

A. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish, or other refuse in the common area save at the provisions made thereof.

B. Do or permit anything to be done that is likely to cause nuisance or annoyance to the occupants of the other apartments in the New Building and/or the adjoining building/s.

C. Place or cause to be placed any article or object in the common area.

D. Injure, harm, or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.

E. Park any vehicle, in the said project, unless the facility to park the same is obtained and/or acquired by Purchaser/Purchasers.

F. Make any addition, or alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer ) and also shall not change the color of the balcony/verandah, which is part of the outside color scheme of the building/elevation, duly approved and finalized by the architect of the project.

G. Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owners and/or occupiers of the said project.

H. Keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive, or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.

I. Close or permit the closing of Verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Scheme of the exposed walls of the Verandhs, lounges, or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Developer/Association differs from the color scheme of the building or deviation or which in the opinion of the Developer/Association may affect the elevation in respect of the exterior walls of the said building.

J. Partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Apartment or the beams, columns, pillars of the Buildings at the Project passing through the Unit or the common areas to make changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.

K. Install or keep or operate any generator in the Unit or the balcony/verandah if attached thereto corridor, lobby, or passage of the floor in which the Unit is situated or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.

L. Hang or put any clothes in or upon the windows balconies and other portions that may be exposed in a manner or be visible to outsiders.

M. Use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said complex.

N. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, if any, and the Common Areas.

O. Keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.

P. Alter the outer elevation or façade or color scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows, etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid.

Q. Install grills the design of which has not been suggested or approved by the Developer or the Architects.

R. Fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

S. The Purchaser and/or Purchasers shall not park any vehicle of any description anywhere within the Project save only at the place if agreed to be granted to him.

T. Encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, before registration of conveyance deed for the said Apartment in favour of the Purchaser/Purchasers.

U. Store or cause to be stored and not to place or cause to be placed any goods, articles, or things in the Common Areas.

V. Obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment, if any.

W. Violate any of the rules and/or regulations laid down by the Maintenance Charge/Association of Owners for use of the Common Areas, Shared Common Areas, and Shared Common Infrastructure.

X. Do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.

Y. Commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring, and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.

Z. Make any construction or addition or alteration or enclose any Common Areas, Shared Common Areas, and the Shared Common Infrastructure nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

AA. Claim any access or user of any other portion of the Project except the Said Building and the Common Areas, Shared Common Areas, and the Shared Common Infrastructure mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

BB. Allow the watchmen, driver, domestic servants, or any other person employed by the Purchaser and/or Purchasers or his Agents to sleep or squat in the common passage/lobby /corridors / lift room/garden, etc

CC. Birds or animals shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common

portions of the Project unless accompanied.

DD. The Developer has clarified and the Purchaser and/or Purchasers has/have agreed that after booking of an Apartment, the Purchaser and/or Purchasers shall be liable to make payment as per the Demand to be raised by the Developer in terms of this Agreement.

**THE FIRST SCHEDULE**  
**THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LAND**

**ALL THAT** piece and parcel of the Bastu of land measuring about 5 Cottahs, be the same a little more or less, being Scheme Plot Nos. P-4 & P-5, laying and situated in Mouza Ramchandrapur, J.L. No. 58, Revenue Survey No. 196, Touzi No. 3-5, Parganas Magura, R.S. Dag No. 894, corresponding L.R. Dag No. 1005 under R.S. Khatian No. 13, corresponding L.R. Khatian Nos. 4350 and 4351, Post Office-Narendrapur, under Police Station Sonarpur, now Narendrapur within the local limits of the Bonhooghly 1 No. Gram Panchayat, Kolkata-700 103, within the jurisdiction of Additional District Sub Register at Sonarpur, in the District of South 24 Parganas, West Bengal, which is butted and bounded as follows:

<b>ON THE NORTH</b>	: By plot of R.S. Dag No. 864,
<b>ON THE SOUTH</b>	: By 16ft wide passage,
<b>ON THE EAST</b>	: By R.S. Dag No. 894 (P)
<b>ON THE WEST</b>	: By R.S. Dag No. 894 (P)

**THE SECOND SCHEDULE HEREUNDER WRITTEN**  
**(Description of the Flat)**

**ALL THAT** piece and parcel of Residential Space being No. , having **Carpet Area** of Sq. Ft more or less, Maintainance Chargeable Area of Sq. Ft. which consisting of .. (....) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilet, 1, situated on the ..... of the under-constructed building namely "**HARMONY-II**" together with an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, laying and situated at Ramchandrapur, Post Office-Narendrapur, under Police Station Sonarpur, now Narendrapur within the local limits of the Bonhooghly 1 No. Gram Panchayat, Kolkata-700 103, within the jurisdiction of Additional District Sub Register at Sonarpur, in the District of South 24 Parganas, West Bengal having **LIFT PROVISION**.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(common parts and facilities)**

The following are the Common parts, portions, areas, facilities, amenities and installations mentioned in these presents shall include:

- a. Electric wiring and fittings and fixtures for lighting the common passage in the building.
- b. Electric Meter of WBSEDCL LTD.

- c. Staircase of the building up to the roof and staircase landing including the roof of the top floor.
- d. Common passage and Common land.
- e. Deep tube well, Corporation water, overhead common water tank, Motor Pump for lifting water with pipe fittings, distribution pipes. Septic Chamber, its fittings, and sewerage.
- f. Electric wiring fittings in common places and Common Electric Meter Space.
- g. Lift and Lift Room
- h. Drains, sewer pipes, rainwater pipes from the roof and floors, bathrooms, privies, and all equipment for common use.
- i. Boundary walls and Main gate.
- j. Such other common parts, areas, equipment, installation, fixtures, fittings, and spaces in or about the said building as are necessary for the passage to or user and occupancy of the flats in common and as are specified expressly to be the common parts after construction of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
(common expenses and deposit)

- 1. The costs of cleaning and lighting the main entrance passages landing staircases and another part of the said building so enjoyed or use by the Purchaser and/or Purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
- 2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers, and other service staff.
- 3. The costs of working and maintenance of lifts, generators, and other light and service charges.
- 4. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.
- 5. Such other expenses as are deemed by the developer or the Association of Flat Owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
- 6. Costs of replacement of equipment or facilities such as lifts, generators, tube wells, transformers, etc.
- 7. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building.
- 8. Such amount shall be declared and fixed by the developer in its absolute discretion for administration and other like-purposes (common area).
- 9. Deposits of the super built-up area on account of electricity, generator, contingency funds towards maintenance, legal fees and all other expenses for common use and benefits.

10. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**  
**(particulars and specifications for construction and installations)**

The quality of the structures as well as the specifications, and guidelines regarding the strength of the building, etc. as per Kolkata Municipal Corporation Rules shall be followed by the developer.

SL. No.	Specification	Details
1.	Treatment	Anti-termite treatment on foundation and plinth.
2.	Structure	Long Lasting R.C.C. Structure (Seismic Zone IV) with Beams, Columns, and slabs, with solid brick masonry walls.
3.	Plastering	All internal walls are smoothly plastered with P.O.P. finishing.
4.	Walls	Internal 3' and 5' thickness walls should be netted. External wall of 8' thickness of No.1 new Brick's plaster finish.
5.	Doors	Flat entrance main door: Aesthetically designed melamine Polished Flush Door a Sal Wood Frame Completed with High Qualified hardware fittings. Internal Doors: Sal Wood Frame and Water Proof Flush Door with High Quality Hardware Fittings. Toilet &W.C. Doors: Should be Flush doors with PVC Sheet on the Internal Side.
6.	Windows	Anodized aluminum multi-track sliding windows with premium smoked glass.
7.	Electric Cable	Concealed copper wiring will be done by fireproof wire with proper specifications and Switches of Quality Standard. Each apartment will be provided with one main Switch. I.e. M.C.B. Entrance Calling bell point for each apartment (from Ground & Main Entrance) Adequate lighting at the staircase, terrace, and Boundary wall. Electrical arrangements are to be provided in the pump room. Power Outlet for Air conditioner in the Master Bed Room. Power Outlet for Geysers in one Toilet. Power Outlet for Refrigerator, Washing Machin & Acquaguard. Maximum Safety measures and checks will be provided. Materials used, including switches, will conform to ISI Standards.
8.	Sanitary Concealed Plumbing	Kitchen: Black Granite top cooking platform over Black Stone with Stainless Steel Sink (20*16) with Chromium plated Bid-cock bellow platform 2 tire shelves by black stone should be provided including one gas cylinder space. Total Kitchen Water Point 3 Nos. (I.e. 1 no Wash Basin

		<p>Point, 1 no Aqua-Guard Point, 1 no utensils washing point.</p> <p>Toilet: Glazed Ceramic tiles up-to-door height 6.0, i.e. (1829mm) on the wall.</p> <p>Concealed Hot (GI pipeline make) and cold pipeline (PVC) Separate Lines.</p> <p>Complete set (with Seat cover and jet line)</p> <p>Commode- Western Style- 1 no White with 1 no C.P. Pillar Cock and water jet.</p> <p>Complete set one Wash Basin (white) with fittings and stand, C.P. Pillar Cock</p> <p>Total Toilet water point: Wash Basin 1 Top 2, Mixure-1 for concealed bath line with C.P. Bib Cock. (Which is above mentioned) one Geaser Toilet.</p> <p>W.C. Glazed ceramic tiles up-to-door height 6.0, i.e. (1829mm) on the wall. Complete set (with Seat cover and jet line)</p> <p>Commode- Western Style- 1 no White with 1 no C.P. Pillar Cock and water jet.</p> <p>Complete set one Wash Basin (white) with fittings and stand, C.P. Pillar Cock Total W.C. water point 2 nos. each.</p> <p>External plumbing line. Any good quality makes.</p> <p>All Sanitary ware and fittings will be confirmed to ISI slandered. Adequate care will be taken to deliver quality materials and workmanship.</p>
9.	Water supply	<p>Overhead R.C.C/Brick/P.V.C reservoir and underground reservoir with municipality waterline to be provided.</p> <p>One freshwater inlet point and drainage water outlet provision for the washing machine</p> <p>Electric Pump and Motor with Starter to be installed by the Developer at the Ground level within a suitable place for lifting water to an overhead reservoir. (pump-motor make- Crompton and Greaves)</p>
10.	Painting	<p>External Finish: All External walls are covered with 2-coat primer and a high-quality weather coat of Berger Paints or similar goods brands.</p> <p>Internal Finish: all covered areas I.e. Bed Room Dining Room, Living Room, Kitchen, Toilet &amp;W.C. should be done with plaster of Paris (P.O.P).</p>
11.	Staircase Gate	The developer shall be provided a steel gate/collapsible gate at the entrance of the staircase area at the ground floor level.
12.	Veranda	Half Grill
13.	Facility	Letter Box, Concealed Cable TV, and Telephone Line.
14.	Extra Work	The purchasers will be liable to pay an extra for any extra work to be done, except the specification mentioned hereinabove.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Additional Payments and/or deposits)**  
**[PART I] [PRICE]**

The total Price of the Apartment is ..... which includes applicable GST and Rs..... Only Excluding GST).

**PART-II**

**A. DEPOSIT:**

1. Maintenance @ Rs.15/ per sq. ft. (maintenance chargeable area) per annum (advance deposit for 6 months) payable to Developer post possession.
2. One Time Diesel Generator installation Charges @ Rs.75 per Sq. Ft.
3. Transformer Charges as proportionate with other owners based on their ownership.
4. Society formation charges @ Rs.2000/- per flat (payable to Developer if applicable).
5. Agreement Charges and Deed of Conveyance Registration Charges 1% of the market value of the Flat.
6. (Registration Via Commission charges extra at any point)
7. Applicable GST will be charges for additional services.

**SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(STIPULATIONS)**

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection:** Right of support, shelter and protection of each portion of the said Building/Said Premises by others and/or others thereof.
4. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof:** Right of access to the Common Roof.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
**(Break up of Consideration)**

SL. NO.	Event of making Payment	Percentage out of Agreed Consideration
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1.	Booking amount /Application Amount	1,00,000/-
2.	Provisional Allotment Letter/Signing of Sale agreement within 15 days of Application (Less Booking amount)	20%
3.	After completion of foundation work.	25%
4.	On commencement of 1 <sup>st</sup> Slab Casting of concerned Building containing the said flat.	10%
5.	On commencement of 3 <sup>rd</sup> Slab Casting of concerned Building containing the said flat.	10%
6.	On commencement of 5 <sup>th</sup> Slab Casting of concerned Building containing the said flat.	10%
7.	On commencement of brickwork on the concerned floor containing the said flat,	10%
8.	On Commencement of Tiles & Putty Work of concerned Floor containing the said flat.	5%
9.	At or before handing over possession of the said Apartment.	10%
	<b>TOTAL</b>	<b>100%</b>

**THE NINTH SCHEDULE ABOVE REFERRED TO  
(DEFINITION)**

1. **SPECIFICATIONS**- shall mean the specifications of the nature of constructions and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.
2. **COMMON PARTS, PORTIONS, AREAS, AND INSTALLATION**- shall mean and include the entrances, Lobbies, staircases, lifts, lift-shafts, stair-lobbies, drive-ways, gardens, sub-station, pump rooms, machine rooms, water tank, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises and expressly or intended by the Developer for common use and enjoyment of the Purchasers of different portions of the said buildings of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the Purchasers hereby confirms and consents.
3. **COMMON EXPENSES**- shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation intended for rendering common services as are mentioned in the **FOURTH SCHEDULE** hereunder written.
4. **CO-OWNERS** - shall according to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.

5. **BUILDING**- shall mean the new building or buildings constructed on the said premises.

6. **SHARE OF EXPENSES** - wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchasers then the amount payable by the Purchasers shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.

7. **MAINTAINANCE CHARGEABLE AREA** -The maintainance chargeable area has been calculated by including in measurement the thickness of the outer walls, balcony and proportionate share of the common areas including utility areas based on which the maintainance shall decided amongst the purchasers of flats.

8. **TRANSFER** - with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for a flat in a multi-storied building to the Purchaser/Purchasers.

9. **ASSOCIATION** - shall mean the Association/ Syndicate/Committee or Society that may be formed and registered by the Occupiers of Flats for the common purposes as deemed proper and necessary by the Developer.

10. **FORCE MAJEURE** - shall mean and include war, civil commotion, riots, floods, restriction by state, non availability of materials, legal, interference or any other cause or reason beyond the scope, authority and/or control by the Developer.

11. **POSSESSION** - shall mean and include the expiration of the period of notice by the Developer to the Purchaser/Purchasers calling upon him/her/them to take possession of the flat/unit notwithstanding such possession being taken by the Purchaser/Purchasers.

12. **SINGULAR** - shall include Plural and vice-versa.

**TENTH SCHEDULE ABOVE REFERRED TO**  
(Defect for which the Developer will not be liable)

The developer will not be liable to rectify any defect in the said Unit/Flat or the said block and/or the said complex in the following instances:

1. If the Purchaser and/or Purchasers make any changes, modifications, and/or alteration and/or misuse /mishandling in the internal plumbing pipes and/or any fittings and/or fixtures, or the wall and/or the floor tiles of the said Unit/Flat, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the said Unit/Flat, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.

2. If Purchaser and/or Purchasers makes any changes, modifications and/or alteration and/or misuse /mishandling in the electrical lines of the said Flat, any defect in the electrical lines of the said Flat that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made include but not limited to the damage to concealed electrical wiring during interior work.

3. If the Purchaser and/or Purchasers make any changes, modifications and/or alterations and/or misuse /mishandling to any of the doors, their fittings and/or other related items in the said Flat then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.
4. If Purchaser and/or Purchasers make any alterations and/or changes in the said Flat during the execution of the interior decoration or fit-outs then defects like dampness, hairline cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and or changes and/or misuse /mishandlings.
5. If damages to any glass panel of the window and/or louvers and/or any defects of the doors and/or windows of the said Unit/Flat, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.
6. If there are scratches or damages to the floor or wall tilts of the said Unit/Flat due to normal wear and tear or direct or indirect impact on the floor or wall tiles, wall plaster.
7. If waste pipes or lines of the said Flat from the basins or floor traps get choked due to accumulation of garbage or dust or improper usage or maintenance.
8. The damage of any nature in the said Unit/Flat due to the installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
9. The damages in pipelines or electrical lines of the said Unit/Flat during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.
10. The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the said Flat and/or said building/and/or said complex due to different coefficients of expansion and contraction of materials.
11. If the defects in the materials, fittings, equipment, and/or fixtures provided are in the said Unit/Flat and/or the said block or buildings and/or the said complex owing to any manufacturing defect or for not proper maintenance thereof or changed by the Purchaser/Purchasers in the manner in which the same are required to be maintained or changed, as the case may be or any defects in these materials.
12. All materials, fittings, fixtures and/or equipments etc. are provided in the said Flat and/or block/s and/or complex are comes under warranty of the manufacturer, the developer are not liable for that.
13. Fittings related to plumbing, sanitary, electrical, hardware etc. have natural wear and tear.
14. The terms of work like painting etc. which are subject to wear and tear.
15. When there is a specific fault on the part of the Purchaser/Purchasers or in maintaining

the building. The Purchaser/Purchasers and/or the association of the Purchaser/Purchasers will maintain that said flat and/or the said building or premises on a proper way so that the same could not be damaged due to any act and action of any individual Purchase/Purchasers and/or in common.

**16.** It is clarified that the above said responsibility of the developer shall not cover defects, damage, or malfunction resulting from (i) misuse, (ii) unauthorized modifications or repairs done by the Purchaser/Purchasers and/or its nominee/agent, (iii) cases of force Majeure (iv) failure to maintain the amenities/equipments, (v) accident and (vi) negligent use. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Purchaser/Purchasers of the said Flat should also pay maintenance charges for maintenance of the said premises/project and its facilities and amenities during the period of first five years and thereafter. In case of non-payment of maintenance charges by the Purchasers/Purchasers and there being discontinuation of proper maintenance in that event the developer should not be held as liable as default on its part under this clause.

**17.** The manufacturer warranty and such warranties are covered under the maintenance of the said Flat and/or said block/building/s, and or said complex and if the annual maintenance contracts are not done/renewed by Purchaser/Purchasers and/or the association of Purchaser/Purchasers, the developer and/or owner shall not be responsible for any defects occurring due to the same. The said complex/blocks/Units as a whole have been conceived, designed, and constructed based on the commitments and warranties given by the manufacturers/vendors that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Said Unit/Flat and/or said complex, and/or said premises and the common amenities wherever applicable.

### **MEMO OF CONSIDERATION**

RECEIVED this day from the within-named Purchaser Rs..... Only including GST) as earnest and/or part payment against the total price of .....only which includes applicable GST) and ..... Only Excluding GST) being the within-mentioned Consideration, in the manner specified hereunder:

<b>Sl. No.</b>	<b>Cheque/Bank Transfer</b>	<b>BANK</b>	<b>In favour of</b>	<b>Amount</b>
1.				
2.				
3.				
4.				
5.				
6.				
<b>Total:</b>				<b>Rs.</b>

**WITNESSES**

**SIGNATURE OF THE DEVELOPERS**

1.

2.

**IN WITNESS WHEREOF THE PARTIES HEREIN PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.**

**SIGNATURE OF THE LAND OWNERS  
THROUGH THEIR CONSTITUTE  
ATTORNEY**

**SIGNED, SEALED & DELIVERED  
by within named LAND OWNERS,  
DEVELOPER, and PURCHASER in  
the presence of WITNESSES at  
Kolkata.**

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASERS**

**DRAFTED BY ME AS PER  
INSTRUCTION AND DOCUMENTS  
PROVIDED BY THE CLIENT**

Rajib Ghosh  
Advocate  
Rco Legal Advocate & Solicitors  
High Court Calcutta, 6, Old Post Office  
Street, Basement Room No.1, Kolkata-  
700001.