

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and executed at Kolkata on this        Day of  
....., Two Thousand Twenty-..... (202..),

**BETWEEN**

**1. DR. BIDYUT DATTA RAY**, son of Late Nripendra Chandra Datta Ray, having his Income Tax Permanent Account No. (**ADEPD 0048E**) and Aadhaar Card No. (**9064 2276 0344**), By Faith-Hindu, By Occupation - Medical Practitioner, By Nationality-Indian, residing at P-523, Raja Basanta Ray Road, Post office-Deshapriya Park, Police Station- Lake, Kolkata-700029, District-South 24 Parganas, in the state of West Bengal, **2. SHRI ARUN CHANDRA MAJUMDAR** alias Arun Majumdar son of Late Surendra Chandra Majumdar, having his Income Tax Permanent Account No. (**BPPPM 2156A**), and Aadhaar Card No. (4420 5129 3775), By Faith-Hindu, By Nationality-Indian, By Occupation – Retired Person, residing at Block – E-I, Flat No. 104, Sugam Park, Premises No. 195, Netaji Subhas Road, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata- 700103, District-South 24 Parganas, in the State of West Bengal. and **3. SHRI GAUTAM MAJUMDER** son of Shri Arun Majumdar, being OCI No. (**AC318503**) and Income Tax Permanent Account No. (**DOVPM 2772H**), and Aadhaar Card No. (**5637 8405 1032**), By Faith-Hindu, By Nationality-Canadian, by occupation-Service, residing at 38, Tulip Drive, Brampton ON L6Y 3W2, Canada, presently residing at Block E-I, Flat No. 104, Sugam Park, Premises No. 195, Netaji Subhas Road, Post Office: Narendrapur, Police Station - Sonarpur, Kolkata:- 700103, District- South 24 Parganas, in the State of West Bengal by virtue of a registered power of attorney registered at the office of District Sub Registrar-..... at Alipore, recorded in Book No. I, Volume No. ...., pages from ..... to ..... **being no .....for the year ....** (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. MODAK COMPANY** having its Income Tax Permanent Account No. (**AAXFM 7557M**) a Partnership Firm incorporated under the Indian Partnership Act, 1932, having its office at **Victoria Plaza** 385, Garia Main Road, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700 084 in the District of South 24 Parganas; being represented by its partners namely **1. SRI SAURAV MODAK**, son of Sri Subhas Chandra Modak, having his Income Tax Permanent Account No. (**AJGMP5912Q**) and Aadhaar Card No- (**2297 2432 9314**), by Faith-Hindu, By Nationality-Indian, by occupation- Business, residing at CB-147, Sector- I, Salt Lake City, Police Station- Bidhan Nagar North, Post Office- Bidhannagar Kolkata-700064, District-North 24 Parganas, West Bengal AND **2. SMT SUSMITA MODAK**, wife of Sri Avijit Modak, having her Income Tax Permanent Account (ALCPM 9072D) and **Aadhaar Card No- (7760 2756 9804)**, By Faith– Hindu, By Nationality-Indian, By Occupation– Business, residing at – 37, Garia Place, Post Office- Garia, Police Station- Narendrapur, Kolkata-700 084 in the 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 their successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **SECOND PART**.

**AND**

**1. ....**, son/daughter/wife of ..... having hi/her Income Tax Permanent Account No. (.....), Aadhaar No (.....), by Faith Hindu, by Occupation-Service, residing at Raghobpur, post Office- Bhuri, Police Station- Galsi, Pin-713432, District -Purba Bardhaman, West Bengal hereinafter referred to as the **“PURCHASER/PURCHASERS”** (which expression shall unless excluded by or repugnant to

the context be deemed to mean and include his/her/their heirs, legal representatives, successors, and/or assigns) of the **THIRD PART**.

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

1. **WHEREAS** That one Sri Panchu Gopal Naskar and others were undivided joint owners in respect of **ALL THOSE** piece and parcel of Bastu Land measuring about 1.17 Decimals be the same or little more or less together with structure therein lying and situated at Mouza-Elachi, Pargana- Medanmolla, J.L. No.70, R.S. No.223, Touzi No.110, appertaining to R.S. Dag No.225, R. S. Khatian No.666, under, Police Station- Sonarpur, District South 24 Parganas.

2. That due to the benefit and betterment uses of the aforesaid property said (1) Sri Panchu Gopal Naskar, (2) Sri Narendra Nath Mondal, (3) Sri Dharendra Nath Mondal, (4) Sri Sankar Naskar (5) (a) Sri Balai Chandra Sardar and (5) (b) Smt. Maya Rani Sardar jointly executed and registered Amicable Deed of Partition on 23<sup>rd</sup> day of May, 1984 corresponding to Bengali Year, 9<sup>th</sup> Jaistha, 1391, where Shri Panchu Gopal Naskar son of Late Haripada Naskar o therein referred to as the Party of the First Part, (2) Shri Narendra Nath Mondal, son of Late Nirapada Mondal, of Balia, Police Station- Sonarpur, District- South 24 Parganas therein referred to as the Party of the Second Part, (3) Shri. Dharendra Nath Mondal, son of Late Nirapada Mondal, Balia, Police Station- Sonarpur, District- South 24 Parganas therein referred to as the Party of the Third Part, (4) Shri Sankar Naskar, son of Late Amulya Charan Naskar, of Elachi, Police Station- Sonarpur, District- South 24 Parganas therein referred to as the Party of the Fourth Part, (5) (a) Sri Balai Chandra Sardar, son of Sri Biswanath Sardar, and (5) (b) Smt. Maya Rani Sardar, wife of Sri Balai Chandra Sardar, both are resident of Garia, Police Station- Sonarpur, District- South 24 Parganas therein referred to jointly as the Party of the Fifth Part and the Parties therein-named amicably Partition by mutual understanding in respect of Rayati Dakhila Satta Bishistha Bastu Land measuring about 1.17 Decimals equivalent to be the same or little more or less lying and situated at Mouza- Elachi, Pargana- Medanmolla, J.L. No.70, R.S. No.223, Touzi No.110, appertaining to R.S. Dag No.225, R.S. Khatian No.666, under, Police Station- Sonarpur, within the limits of Rajpur Sonarpur Municipality, District- South 24 Parganas. The said Registered Amicable Deed of Partition dated 23<sup>rd</sup> Day of May, 1984 was duly registered at the office of District Sub-Registrar at Alipore, District 24 Parganas and recorded in Book No. I, Volume No. 31, Pages Nos. 113 to 128, Being No. 6683 for the year 1984.

3. That by virtue of the Registered Deed of Partition dated 23<sup>rd</sup> day of May, 1984, the said Narendra Nath Mondal, the party of the Second Part therein was become the sole and absolute owner in respect of **ALL THAT** the Piece and Parcel of Rayati Dakhila Satta Bishistha Bastu Land measuring about 8 (Eight) Cottahs 2 (Two) Chittaks 23 (Twenty Three) Square Feet be the same or little more or less with residential structure standing therein lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No.110, R.S. Khatian No.666, corresponding to R.S. Dag No. 225, within the Rajpur Sonarpur Municipality, Police Station- Sonarpur, District- South 24 Parganas morefully and particularly described in the said Deed of Partition therein and marked with Block- 'B' in the said Partition Deed and thereafter the said Narendra Nath Mondal, recorded his aforesaid property before the Rajpur Sonarpur Municipality as owner thereof and started paying tax on regular basis.

4. While said Narendra Nath Mondal was enjoying his aforesaid property free from all sorts and encumbrances had sod conveyed and transferred his **ALL THAT** the piece and parcel Bastu land measuring about 2 (Two) Cottahs 2 (Two) Chittacks 41 (Forty-One) Square Feet be the same or little more or less together with tile shed brick built structure thereon lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to R.S. Dag No. 225, Police Station- Sonarpur, District- South 24- Parganas to and in favour of **Bimal Ranjan Sen** by virtue of a Registered Deed of Conveyance (in Bengali Kobala) dated 18<sup>th</sup> day of June, 1984 which was duly registered at the District Sub-Registrar, Alipore, South 24- Parganas and recorded in Book No. I, Being No.7905 for the year 1984 and by virtue of the Registered Deed of Conveyance dated 18<sup>th</sup> day of June, 1984, the said Sri Bimal Ranjan Sen was sole and absolute owner in respect of the above mentioned landed property and accordingly mutated the said of property before the Rajpur Sonarpur Municipality as Owner of the said property and started enjoying the Said Property without any interruption from any corner.

5. While said Narendra Nath Mondal was enjoying his aforesaid property free from all sorts and encumbrances had sod conveyed and transferred his **ALL THAT** the piece and parcel Bastu land measuring about 2 (Two) Cottahs 2 (Two) Chittacks 9 (Nine) Square Feet be the same or little more or less together with tile shed brick built structure thereon lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to R.S. Dag No. 225, Police Station- Sonarpur, District- South 24- Parganas to and in favour of **Amitava Das Gupta** by virtue of a Registered Deed of Conveyance (in Bengali Kobala) dated 18<sup>th</sup> day of June, 1984 which was duly registered at the District Sub-Registrar, Alipore, South 24- Parganas and recorded in Book No. I, Being No.7907 for the year 1984 and by virtue of the Registered Deed of Conveyance dated 18<sup>th</sup> day of June, 1984, the said Sri Amitava Das Gupta was sole and absolute owner in respect of the above mentioned landed property and accordingly mutated the said of property before the Rajpur Sonarpur Municipality as Owner of the said property and started enjoying the Said Property without any interruption from any corner.

6. While said Bimal Ranjan Sen and Amitava Das Gupta were enjoying there all that aforesaid property free from all sorts and encumbrances due to urgent need of money they have sold their respective share of total Bastu Land admeasuring an area of **04 (Four) Cottahs 05 (Five) Chittacks 05 (Five) Square Feet** lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, appertaining to R.S. Dag No.225, corresponding to L.R. Dag No. 263, R. S. Khatian No.666, L.R. Khatian No.1124 & 1125, under Police Station- Sonarpur, District- South 24 Parganas to and in favour of Dr. Bidyut Datta Ray, the First Part herein, by way of Registered Deed of Conveyance dated (in Bengali Kobala) dated 14<sup>th</sup> day of August, 2000 corresponding the said Deed of Bengali Year, 29<sup>th</sup> Sraban, 1407 and Conveyance was duly registered in the office at District Sub Registrar- IV, Alipore, District- South 24 Parganas and recorded in Book No.-I, Volume No. 61, Pages Nos. 57 to 72, Being No.2395 for the year 2000.

7. Thus, by virtue of the deed of conveyance dated 14<sup>th</sup> August 2000 said Bidyut Datta Ray become the absolute owner of **ALL THAT 04 (Four) Cottahs 05 (Five) Chittacks 05 (Five) Square Feet** lying and situated at Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, appertaining to R.S. Dag No.225, corresponding to L.R. Dag No. 263, R. S. Khatian No.666, L.R. Khatian No.1124 & 1125, under Police Station- Sonarpur, District- South 24 Parganas, which is more fully described in the first schedule mentioned herein bellow

and after became the owner of the aforesaid property he has duly recorded his name with the records of Rajpur Sonarpur Municipality and a new Holding no. i.e., 9 S.N. Ghosh Avenue as well as new assessee no. 1104302168227 have been issued in favour of Dr. Bidyut Datta Ray.

8. While Dr. Bidyut Datta Ray enjoying his first schedule mentioned property free from all sorts and encumbrances with an intention to construct a multi storied residential building has entered into a development agreement with M/S. MODAK COMPANY a Partnership Firm incorporated under the Indian Partnership Act, 1932, having its office at Victoria Plaza 385, Garia Main Road, Post Office- Garai, Police Station- Sonarpur, Kolkata- 700 084 in the District of South 24 Parganas; being represented by its partners namely 1. SRI SAURAV MODAK AND 2. SMT SUSMITA MODAK and for the terms and conditions contained therein mentioned which is duly registered at the office of District Sub Registrar IV at Alipore recorded in Book No.-I, Volume No. 1604-2015, pages from 17238 to 17285 being no. 04706 for the year 2015.

9. That after entering into the development agreement Dr. Bidyut Datta Ray has duly recorded his name with the records of BL & LRO with respect to his all that first schedule mentioned property and accordingly a new L.R. Khatian no. i.e., 3085 has been issued in his favour in respect of his First Schedule mentioned property.

10. By virtue of the deed of partition dated 23.05.1984, said Panchu Gopal Naskar as party of the First part therein was allotted with all that piece and parcel of Bastu Land measuring 16 Cottahs 05 Chittacks be a little more or less with structure standing thereon situate at Mouza- Elachi, J. L. No. 70, R.S. No. 223, Touzi No. 110, comprised in R.S. Dag No. 225, appertaining to R.S. Khatian No. 666, under Police Station - Sonarpur, in the District of 24 Parganas, South, morefully described in the "Kha" Schedule thereunder written and demarcated as "A" Block, delineated in RED border absolutely and forever.

11. While said Panchu Gopal Naskar son of Late Haripada Naskar was enjoying his aforesaid property free from all sorts and encumbrances has sold conveyed and transferred his **ALL THAT** piece and parcel of land measuring about 3 Cottahs 6 Chittaks more or less out of the aforesaid total land measuring 16 Cottahs 05 Chittacks comprised in Mouza- Elachi, J. L. No. 70. R.S. No. 223, Touzi No. 110, comprised in Dag No. 225, appertaining to Khatian No. 666, at present, lying within the limits of Rajpur Sonarpur Municipality Ward No. 26, under Police Station- Sonarpur, in the District of South 24 Parganas, to and in favour of one Sri Amarendra Nath Saha son of Late Binode Behari Saha by virtue of a Bengali Kobala dated 06.07.1984, registered with the office of District Sub-Registrar at Alipore and recorded in Book No. I. Volume No. 65, Pages 325 to 332, Deed No. 8772, for the year 1984. Thus by the said deed of conveyance dated 06.07.1984 said Amarendra Nath Saha became the owner of the aforesaid property and started enjoying the same by paying tax to the concern government authority.

12. While said Amarendra Nath Saha enjoying his all that aforesaid property free from all sorts and encumbrances by virtue of a Bengali Kobala dated 27.03.1998, registered with the office of District Sub-Registrar - IV at Alipore and recorded in Book No. 1. Volume No. 78, Pages 175 to 184. Deed No. 1478, for the year 1998, sold, conveyed and transferred **ALL THAT** piece and parcel of demarcated land measuring 3 Cottahs 6 Chittaks more or less comprised in Mouza Elachi, J. L. No. 70, R.S. No. 223, Touzi No. 110, comprised in R.S. Dag No. 225, appertaining to R.S. Khatian No. 666, at present lying within the limits of Rajpur

Sonarpur Municipality Ward No. 26, under Police Station - Sonarpur, in the District of South 24 Parganas, to and in favour of one **Smt. Sabita Majumdar** at or for a valuable consideration mentioned therein absolutely and forever.

13. That while seized and possessed of the aforesaid property the said Smt. Sabita Majumdar has duly applied for and mutated her name in the records of The Rajpur Sonarpur Municipality in respect of the aforesaid property which was then after granting mutation was known and numbered as Holding No. 8, S. N. Ghosh Avenue, Elachi, Ward No. 26, Police Station- Sonarpur, District 24 Parganas South.

14. That the said Sabita Majumdar during her life time who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 23.09.2012 leaving behind her surviving her husband Sri Arun Majumder and only son Sri Gautam Majumder, as her only legal heirs and successors to inherit her aforesaid property and after the demise of said Sabita Majumdar her husband Arun Chandra Majumdar and Goutam Majumder become the joint and absolute owner of the aforesaid property by following the provision of Hindu Succession Act 1954.

15. While said Arun Chandra Majumdar and Goutam Majumdar enjoying their property above free from all sorts and encumbrances to construct a multi-storied residential building have entered into a development agreement with M/S. MODAK COMPANY a Partnership Firm incorporated under the Indian Partnership Act, 1932, having its office at Victoria Plaza 385, Garia Main Road, Post Office- Garai, Police Station- Sonarpur, Kolkata- 700 084 in the District of South 24 Parganas; being represented by its partners namely 1. SRI SAURAV MODAK AND 2. SMT SUSMITA MODAK and for the terms and conditions contained therein mentioned which is duly registered at the office of District Sub Registrar IV at Alipore recorded in Book No.-I, Volume No. 1604-2017, pages from 21882 to 21922 being no. 00781 for the year 2017.

16. That after entering into the development agreement Arun Chandra Majumdar and Goutam Majumdar have duly recorded their name with the records of BL & LRO with respect to his property and accordingly two new L.R. Khatian no. i.e., 3111 and 3118 have been issued in their favour in respect of their aforementioned property. They have also recorded their name with the records of Rajpur Sonarpur Municipality wherein the Holding No. remain same as 8 S.N. Ghosh Avenue.

17. While the vendors herein are acquired, possessed and enjoyed **ALL THAT** piece and parcel of Bastu Land admeasuring about **04 (Four) Cottahs 05 (Five) Chittacks 05 (Five) Square Feet** be the same or little more or less together with 100 Sq. Ft tin shed cemented flooring residential structure lying and situated in Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to **L.R. Khatian Nos. 3085**, R.S. Dag No. 225, corresponding to **L.R. Dag No.263**, being Municipal Holding No. 9, S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal. **AND ALL THAT** piece and parcel of Bastu Land admeasuring about **03 (Three) Cottahs 06 (Six) Chittacks** be the same or little more or less together with 700 Sq. Ft pucca 25 years old cemented flooring residential structure lying and situated in Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to **L.R. Khatian Nos. 3111 and 3118**, R.S. Dag No. 225, corresponding to **L.R.**

**Dag No.263**, being Municipal Holding No. 8, S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station-Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal respectively they have decided to amalgamate the said property for the betterment of their uses and accordingly by executing a deed of amalgamation they have amalgamed their aforementioned property. The said deed of amalgamation was duly registered at the office of District Sub Registrar-III at Alipore, recorded in Book No. I, Volume No.1603-2023 Pages from 129542 – 129568, being no. 03942 for the year 2023.

**18.** That after execution of the deed of amalgamation, we become the joint and absolute owners in respect of **ALL THAT** piece and parcel of Bastu Land admeasuring about **07 (SEVEN) COTTAHS 11 (ELEVEN) CHITTACKS 05 (FIVE) SQ.FT.** be the same or little more or less together with 800 Sq. Ft cemented flooring residential structure lying and situated in Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to **L.R. Khatian Nos. 3085, 3111 and 3118** R.S. Dag No. 225, corresponding to **L.R. Dag No.263**, Municipal Holding No. 8 and 9 S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

**19.** That the aforesaid properties is known and numbered as Municipal Holding No. 8 , S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103 within the jurisdiction of the Additional District Sub Registrar at Sonarpur, District - South 24 Parganas, in the state of West Bengal

**20.** The Developer is a building Promoter and has sufficient experience in this field, have approached the Owners herein for the development of the said premises by construction a Straight Three Storied Residential building thereon and after negotiation, the Developer through his Lawyer has already inspected and examined the title of the Owner in respect of the said premises and being satisfied with the title, the Developer has agreed to develop the property as the Owners has agreed to hand over the said premises to the Developer for developing.

**21.** The parties hereto have agreed to enter into this Development Agreement of the said premises by making the construction of the proposed Straight Three Storied Residential building thereon under certain terms and conditions hereunder written to avoid any future complication and misunderstanding the parties hereto have agreed to reduce the terms and conditions of this agreement to writing in duplicate.

**22.** After amalgamation of the property 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 **“AISHANI”**. the Promoter applied for obtaining a sanction plan for construction of the multi-storied building over the first schedule mentioned property subsequently the Promoter Obtained the Sanction Building plan from Rajpur Sonarpur Municipality being plan Number **SWS-OBPAS/2207/2024/2630** dated 30<sup>th</sup> December 2024 for construction of the Building.

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

**24.** The Developer has obtained the final layout plan approvals for the Project from Rajpur Sonarpur Municipality. The Promoter 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;

**25.** The Developer/owner has duly applied for and got the said above project “**AISHANI**” duly registered under the provisions of the said Act with the Real Estate Regulatory authority dated: \_\_\_\_\_ bearing No: \_\_\_\_\_.

**26.** 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.

**27.** 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.

**28.** 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.

**29.** 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.

**30.** 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.

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

**32.** 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.

33. 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.

34. 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...../- (..... Thousand ..... only which includes applicable GST) and Rs...../- (Rupees ..... 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 along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the 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 "AISHANI" 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 2028, 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 his 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 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. The Purchaser and/or Purchasers shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge for rendering maintenance

services.

**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.

**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 Developer has informed and the Purchaser and/or Purchasers is/are aware that in the Project there are several kinds of car parking spaces such as covered/independent covered/dependent covered/open to sky surface parking/dependent back to back parking facilities will be available in the Project. Therefore, for better understanding, management, and discipline amongst Purchasers of the Project, the Developer shall as per the approved plan specifically mark /tag each of the parking spaces with the apartments for which the same is being identified

and the same shall be binding to all the Purchasers.

**34.8.** 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 Allotee 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 a regulated and disciplined use of the parking spaces, the Developer has reserved the right to allot parking facilities to the interested Purchasers applying for the same in an organized manner. Since different kinds of parking spaces have different costs, the Developer has fixed different costs concerning the different categories of parking spaces.
- E. That the permission to park private medium-sized car(s) within the space comprising the Car Parking Space, allotted if any, comprises an integral and inseparable part of the Apartment, subject to due compliance by the Purchaser and/or Purchasers of each of the stipulated terms, to the satisfaction of the Developer.
- F. 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.
- G. 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.

H. 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.

**34.9.** 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.

**34.10.** 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.

**34.11.** 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, the Car Parking Space 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.

**34.12.** 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.

**34.13.** 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.

**34.14.** 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.

**34.15.** 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.

**34.16.** 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.

**34.17.** 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.

**34.18.** 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.

**34.19.** The cost of maintenance of the Apartment and Car Parking space 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 the parking spaces 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.

**34.20.** 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.

**34.21.** 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.

**34.22.** 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 facility of DG Power back-up.

I. 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.

J. the Developer as the case may be shall have having lien on the "Said Apartment" for such unpaid amount of Maintenance Charges.

K. The above-said discontinuation of some services and facilities shall not be restored until such time the Purchaser and/or Purchasers has 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.

L. Use the said Apartment for residential purposes only.

M. Use the allocated car parking space or permit the same not to be used for any other purpose whatsoever other than parking its car/cars. In case the Purchaser and/or Purchasers is provided a facility of parking that is inter-dependent such as Back to Back, Stack with any other parking facility in the whole complex or any part thereof then the Purchaser and/or Purchasers shall cooperate for the ingress and egress of the car of the other Apartment owner of such facility or any other Co-owners in the Project.

N. Pay monthly maintenance charges in respect of car parking spaces allotted, if any.

O. 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.

P. 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.

Q. 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 for the Common Areas, Shared Common Areas, and Shared Common Infrastructure.

R. 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, CESC Limited, 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.

S. 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.

T. Apply for and obtain at his cost a separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (6) months from the date of possession.

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

V. 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.

W. 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.

X. Ensure that all interior work of furniture, fixtures, and refurbishing 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.

Y. 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;

**34.23.** 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. Sub-divide the Apartment and Car Parking Space under any circumstances.

N. 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.

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

P. 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.

Q. 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.

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

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

- T. The Purchaser and/or Purchasers shall use only the space for Car Parking Space identified for him for parking;
- U. The Purchaser and/or Purchasers shall use the Car Parking Space, only for the purpose of parking his medium-sized motor car that could comfortably fit in the allotted Parking Space.
- V. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation, or sleep of servants, drivers, or any person whatsoever.
- W. 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.
- X. The Purchaser and/or Purchasers shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa, with the only exception being that the Purchaser and/or Purchasers may transfer the Car Parking Space independent of the Unit to any other Co-owner of the Project and none else.
- Y. The Car Parking Space does not confer any right of ownership of the space on which such parking facility is provided.
- Z. In case the Purchaser and/or Purchasers is provided a facility of parking which is dependent such as Back to Back, Stack with any other parking facility in the whole complex or any part thereof then the Purchaser and/or Purchasers shall cooperate for the ingress, and egress of car of the other Apartment owner of such facility or any other Co-owners in the Project.
- AA. Payment of monthly maintenance charges in respect of car parking spaces allotted, if any.
- BB. Let out or part with possession of the Car Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Purchaser and/or Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- CC. 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.
- DD. Store or cause to be stored and not to place or cause to be placed any goods, articles, or things in the Common Areas.
- EE. Obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.
- FF. 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.

GG. 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.

HH. 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.

II. 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 .

JJ. 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.

KK. 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, etc

LL. 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.

MM. 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 Bastu Land admeasuring about **07 (SEVEN) COTTAHS 11 (ELEVEN) CHITTACKS 05 (FIVE) SQ.FT.** be the same or little more or less together with 800 Sq. Ft cemented flooring residential structure lying and situated in Mouza- Elachi, Pargana- Magura, J.L. No. 70, R.S. No. 223, Touzi No. 110, R.S. Khatian No. 666, corresponding to **L.R. Khatian Nos. 3085, 3111 and 3118** R.S. Dag No. 225, corresponding to **L.R. Dag No.263**, Municipal Holding No. 8 S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub registrar at Sonarpur, District-South 24 Parganas, in the state of West Bengal which is butted and bounded as follows:

<b>ON THE NORTH</b>	: By 6 Feet Common Passage
<b>ON THE SOUTH</b>	: By Land Having Dag No. 223
<b>ON THE EAST</b>	: By 24 Feet S.N. Ghosh Avenue.
<b>ON THE WEST</b>	: By Land Having Dag No. 225

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

**ALL THAT** piece and parcel of Residential Space being No. ...., having a **Built Up Area** of ..... **Sq. Ft.** which includes a **Carpet Area** of ..... **Sq. Ft** more or less, (Maintainance Chargeable Area of .....Sq. Ft. (..... Sqere Feet) which consisting of 3 (Three) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilet, 1 (One) Balcony, situated on the **Second Floor** of the under-constructed building along with Permission to park One Road-Worthy Passenger Car in an independent Covered Car Parking Space, at the project namely “**AISHANI**” " 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 Municipal Holding No. 8 S.N. Ghosh Avenue, within the local limit of Ward No. 26 of Rajpur Sonarpur Municipality, Post Office-Narendrapur, Police Station- Sonarpur, Kolkata-700103, with the Jurisdiction of Additional District Sub registrar at Sonarpur, District- South 24 Parganas, in the state of West Bengal, having **LIFT PROVISION.**

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

1. Staircase on all the floors.
2. Common Roof.
3. Staircase landing and passages on all floors
4. Lift Well.
5. Lift with all its accessories.
6. Lift the machine room, and stair room in the roof.
7. Columns foundations and plinths.
8. Common passage and entrance lobby on the ground floor.
9. Overhead reservoirs.
10. Water pumps and pipelines leading to the flats.
11. All sewer lines from toilets to the ground floor and all internal sewer lines, drains, and septic tanks.
12. Guards rooms, caretakers rooms, toilets meter room
13. Boundary wall around the premises.

**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 caretaker.
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, tube wells, transformers, etc.
7. The fees and disbursements paid to any caretakers by association of flat owners in respect of the said building.
8. Such amount shall be declared and fixed by the association in its absolute discretion for administration and other like-purposes (common area).
9. Deposits of the super built-up area on account of electricity, 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 Rajpur Sonarpur Municipality Rules shall be followed by the developer.

<b>Foundation &amp; Structure</b>	RCC Foundation, RCC superstructure.
<b>Living /Dining Room</b>	
Flooring	Vitrified Tiles or Marble
Wall	Putty
Ceiling	Putty
Main door	Lock wooden frame with laminated flush door.
Hardware & Fittings	Hardware fittings of a reputed maker.
Windows	Aluminium Windows with glass.

Electrical	Modular Switches of Pritam/Havells/Great White/North-west or equivalent made with Finolex / Mescab Copper Wiring
Provision for Air Condition	Provision for Air-conditioner electrical point in living/dining room.
<b>Bedroom</b>	
Flooring	Vitrified Tiles/Marble
Wall	Putty
Ceiling	Putty
Doors	Wooden Frame with Commercial Flush Door.
Hardware & Fittings	Hardware fittings of reputed make.
Windows	Aluminium Windows with glass.
Electrical	Modular Switches of Havells/Great White/North-west or equivalent make with Mescab Copper Wiring.
Provision for Air Condition	Provision for Air-conditioner electrical point.
<b>Balconies</b>	
Flooring	Vitrified Tiles/Marble
Wall	Putty
Ceiling	Putty
Door	Flash Door
Railing	Steel/Ms Grills
<b>Kitchen</b>	
Flooring	Vitrified Tiles
Dado	Tiles up to 2 Feet height above the counter
Ceiling	Putty
Door	Open
Fittings	Hardware fittings of reputed make

Window	Aluminium Windows with glass and provision for exhaust fan.
Counter	Granite Slab/Green Marble
Plumbing	Stainless Steel Sink
Electrical	Modular Switches of Havells/Great White/North-west or equivalent make with Copper Wiring
<b>Toilets</b>	
Flooring	Anti-skid Ceramic Tiles/Marble
Wall	Tiles up to lintel height
Ceiling	Putty
Door	PVC Door.
Hardware & Fittings	Hardware fittings of reputed make
Window	Aluminium Windows with glass and provision for an exhaust fan.
Sanitaryware	Sanitary Fittings of reputed make.
CP Fittings	ISI Reputed Make
Security	Security surveillance facility with CCTV on ground floor, common areas

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

The total Price of the Apartment including the Facility of Car Parking is Rs..... Thousand Four Hundred Twelve only which includes applicable GST) and Rs..... Only Excluding GST).

**PART-II**

**A. DEPOSIT:**

1. Maintenance @ Rs...../ per sq. ft. (maintenance chargeable area) per annum (advance deposit for 12 months) payable to Developer post possession.
2. Society formation charges @ Rs...../- per flat (payable to Developer).
3. Agreement Charges and Deed of Conveyance Registration Charges 1.1% of the market value of the Flat.
4. (Registration Via Commission charges extra at any point)

**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 cables, Internet 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 24 (Twenty Four) 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.	Particulars	Amount in percentage with GST
1.	Booking	10% Plus GST
3.	Commencement of Foundation.	10% Plus GST
4.	Casting Ground Floor Slab.	10% Plus GST
5.	Casting 1 <sup>st</sup> Floor Slab.	10% Plus GST
6.	Casting 2 <sup>nd</sup> Floor Slab.	10% Plus GST
7.	Casting 4 <sup>th</sup> Floor Slab.	10% Plus GST
8.	Commencement of Brickwork of particular floor .	10% Plus GST
9.	Commencement of inside plaster of particular floor.	10% Plus GST
10.	Commencement of flooring of particular floor	5% Plus GST
11.	On Possession	5% Plus GST

**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 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 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...../- (Rupees ..... Only including GST) as earnest and/or part payment against the total price of Rs...../- (..... which includes applicable GST) and Rs..... Only Excluding GST) being the within-mentioned Consideration, in the manner specified hereunder:

Sl. No.	Cheque No and Bank	TDS	GST AMOUNT	Amount
Total:				Rs..... -/-

**WITNESSES****SIGNATURE OF THE DEVELOPERS**

**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. F/2190/2005/2019