

## **AGREEMENT FOR SALE**

**Sale Value:** Rs .....00 (Rupees .....) only. [Excluding G.S.T.]

**Market Value :** Rs .....00 (Rupees .....) only.

**G.S.T. :** Rs .....00 (Rupees .....) only

**THIS DEED OF AGREEMENT FOR SALE WITHOUT POSSESSION** is executed on this **THE ....<sup>TH</sup>**  
**DAY OF** ..... 20\_\_\_ (Two Thousand and \_\_\_\_\_).

-: **BY AND BETWEEN:-**

**1] MR. MAHADEO SHAW** (having Income Tax PAN: AKOPS3477K) Son of Late Hiralal Shaw, by occupation **Business**, by faith Hindu, Indian citizen, resident of Dr. J.C.Ghosh Road, Raniganj, P.O. & P.S. Raniganj, Sub-Division Asansol, District Paschim Bardhaman, PIN No. 713347, within the State of West Bengal, **2] MRS. URMILA DEVI BHALOTIA** (having Income Tax PAN: ADJPB3262D) Wife of Late Shyam Narayan Bhalotia, by faith Hindu, Nationality-Indian, by Occupation House-Wife, of Karnani Estate Suite No. 50, 2nd Floor 209, A.J.C. Bose Road, P.O. Circus Avenue, P.S. Beniapurkur, District Kolkata, PIN No. 700017, within the State of West Bengal, **3] MR. AJAY KUMAR BHALOTIA** (having Income Tax PAN: ADEPB6851D) Son of Late Shyam Narayan Bhalotia, by faith Hindu, Nationality-Indian, by Occupation professional, of Karnani Estate Suite No. 50, 2nd Floor, 209, A.J.C. Bose Road, P.O. Circus Avenue, P.S. Beniapurkur, District: Kolkata, PIN No. 700017, within the State of West Bengal, **4] MR. SACHIN KUMAR BHALOTIA** (having Income Tax PAN:: AFTPB8896B) Son of Late Shyam Narayan Bhalotia, by faith Hindu, Nationality-Indian, by Occupation Professional, of Karnani Estate Suite No. 50, 2nd Floor, 209, A.J.C. Bose Road, P.O. Circus Avenue, P.S. Beniapurkur, District: Kolkata, PIN No. 700017, within the State of West Bengal, all being represented by their **constituted attorney, by virtue of a Registered Development Power of Attorney being no. 230408013 for the year 2022**, before the **A.D.S.R., Raniganj, "M/S DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED"** (CIN U70100WB2008PTC126466), Income Tax PAN: AACCD8997N, Registered under the Companies Act. (1956) 2013, having its registered office at 209, A. J. C. Bose Road, Karnani Estate Suite No. 50, 2nd Floor, P.O. Circus Avenue, P.S. Beniapurkur, District: Kolkata, PIN No. 700017, within the State of West Bengal, represented by its Director **MR. SACHIN KUMAR BHALOTIA**, Son of Late Shyam Narayan Bhalotia, **Income Tax PAN: AFTPB8896B, Aadhaar No. 2177 9563 9759**, by faith Hindu, Indian citizen, by Occupation Professional, resident of Karnani Estate Suite No. 50, 2nd Floor, 209 A.J.C. Bose Road, P.O. Circus Avenue, P.S. Beniapurkur, District: Kolkata, PIN No. 700017, within the State of West Bengal, hereinafter collectively referred to as the **"Land Owner"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all their successor-in-interest, executors, administrators, and permitted assignees) of the **FIRST PART**;

**AND**

**"M/S DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED"** (CIN **U70100WB2008PTC126466**), Income Tax PAN: AACCD8997N, Registered under the Companies Act. (1956) 2013, having its registered office at 209, A.J.C. Bose Road, Karnani Estate Suite No. 50,

2nd Floor, P.O. Circus Avenue, P.S. Beniapukur, District: Kolkata, PIN No. 700017, within the State of West Bengal, **represented by one of its Director, vide Board Resolution Dated 16<sup>th</sup> December 2022, MR. SACHIN KUMAR BHALOTIA**, Son of Late Shyam Narayan Bhalotia, **Income Tax PAN: AFTPB8896B, Aadhaar No. 2177 9563 9759**, by faith Hindu, Indian citizen, by Occupation Professional, resident of Karnani Estate Suite No. 50, 2nd Floor, 209 A.J.C. Bose Road, P.O.- Circus Avenue, PIN No. 700017, P.S. Beniapukur, District: Kolkata, within the State of West Bengal, hereinafter referred to as the **“Developer / Promoter”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**;

**AND**

**(1)** ....., Son of ....., . **PAN :** ....., **Aaadhar No.-** ....., by occupation ..... **and (2)** ....., Wife of ....., . **PAN:** ....., **Aaadhar No.-** ....., by occupation ....., both are by faith Hindu, Indian citizen, resident of ....., P.O. - ....., P.S. - ....., PIN - ....., District.- ....., within the state of West Bengal, hereinafter jointly and severally referred to as the **“Purchaser / Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest & permitted assignees) of the **THIRD PART**;

**AND:**

**A. WHEREAS** Mahadeo Shaw, Shyam Narayan Bhalotia & Urmila Devi Bhalotia, herein individually purchased 60.17 Decimals/Sataks of land in R.S. Plot No. 38 & 40 Corresponding to L.R. Plot No.48 & 50 of Mouza: Searsole by different registered sale deed being no. 393 Dt. 10-02-1986, 988 Dt. 26-04-1998, 1182 Dt. 06-03-2019, & 1351 Dt. 13-05-2019 all of the Addl. District Sub-Registry Office Raniganj (details of which are mentioned in **Part-I of Schedule-‘A’** below) by virtue of the aforesaid 4(Four) Nos. of registered sale deed.

**AND WHEREAS** after purchasing the said land, each Vendor recorded their name individually against their individual purchased area in the finally published L.R. Record of Rights in their respective L.R. Khatian No. 208, 8431 & 8432 of Mouza: Searsole.

**AND WHEREAS** the Vendor converted their purchased land from the class of ‘Baid’ to “Vastu” vide their respective conversion case no. CN/2020/2309/120 dated 27-11-2020, of S.D. & L.R.O. Asansol, CN/2020/2309/121 dated 27-11-2020, of S.D. & L.R.O. Asansol & CN/2020/2309/122 dated 08-07-2020 of the B.L. & L.R.O. Raniganj.

**AND WHEREAS** the Vendors obtained NOC/Development permission from Asansol Durgapur Development Authority (“ADDA”) for the housing project vide their memo no. ADDA/ASL/3085/V/155/FL/NOC/4564 Dt. 07-01-2020.

**AND WHEREAS** by virtue of a registered **“DEVELOPER AGREEMENT” being 020404726 for the year 2019** (registered at Addl. District Sub-Registry Office Raniganj), the vendors jointly appointed/authorized the aforesaid Developer **“M/s DEVASHILPI ESTATE DEVELOPERS**

**PRIVATE LIMITED**” (Confirming Party) to develop, construct flats on their land mentioned in **Part-I of Schedule -“A”** below and also authorized to negotiate with the intending purchaser of the flat and also to sale the said flat to the intending purchaser and to receive the sale consideration & other costs against the said flat.

**AND WHEREAS** the aforesaid said Shyam Narayan Bhalotia died leaving behind his wife namely Urmila Devi Bhalotia and two sons namely Ajay Kumar Bhalotia & Sachin Kumar Bhalotia, and daughter namely Sweta Agarwal as his only legal heirs as per the Hindu Succession Act and as such the aforesaid Urmila Devi Bhalotia, Ajay Kumar Bhalotia, Sachin Kumar Bhalotia & Sweta Agarwal got 25% share each of the land left behind by the Late Shyam Narayan Bhalotia.

**AND WHEREAS** the aforesaid Urmila Devi Bhalotia and Sweta Agarwal gifted their inherited 50% share of Shyam Narayan Bhalotia to Ajay Kumar Bhalotia & Sachin Kumar Bhalotia by virtue of a registered deed being 4688 for the year 2022 of the A.D.S.R. Office Raniganj.

**AND WHEREAS** in the manners aforesaid Ajay Kumar Bhalotia and Sachin Kumar Bhalotia acquired the 50% share of late Shyam Narayan Bhalotia by way of inheritance and another 50% by dint of the aforesaid gift deed and become the absolute owners of the left behind land of Late Shyam Narayan Bhalotia and they mutated their names in their respective L.R. Khatian No in 9535, & 9536 of Mouza: Searsole.

**AND WHEREAS** the present owners Mahadeo Shaw, Urmila Devi Bhalotia, Ajay Kumar Bhalotia & Sachin Kumar Bhalotia of the schedule mentioned land affirm an affidavit Dt. 23-09-2022 before the Executive Magistrate at Asansol, which should be treated as supplementary of the Development Agreement No. 4726 dated 03-09-2019.

**AND WHEREAS** the Land Owner have represented to the Developer as follows;

- (i)** That they are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of vastu land, ground, or premises more particularly described in the Schedule below and **shown in the annexed sketch map.**
- (ii)** That the Said Land is free from all sorts of encumbrances, attachments, charges, acquisition, requisition, legal flaws, claims, demands, dues, notices, religious or family disputes, etc. in any nature whatsoever.
- (iii)** That the Said Land is not affected by any Road Alignment.
- (iv)** That the Land Owner of the first part have not entered into any agreement with any person in respect of the Said Land or created any charge on the Said Land and during the pendency of this agreement for the development of the Said Land; the Land Owner shall not enter into any agreement with any other Developer or Promoter or create any change in respect of the proposed multistoried building to be constructed by the Developer on the Said Land.
- (v)** That no notice of attachments, acquisition, or requisition is received from any competent authority in respect of the Said Land.

- (vi) That there is no embargo or outstanding dues in respect of the Income Tax of the owner and/or any notice of attachments received from the Income Tax Authority under the provisions of the Income Tax Act 1961.
- (vii) That the Land Owner shall comply with all requisitions for the proposed development of the Said Land.
- B.** The Said Land is earmarked to build a residential cum commercial purpose project, comprising **three (G+5) multistoried buildings** namely **Tower 1, 2, & 3**, and the said project shall be known as **“Devashilpi Ekam”** (hereinafter referred to as **“Project”**). Be it mentioned here that **Phase – I, Tower 3 is under construction and shall known as Present Phase and Phase II, Tower 2 & Phase III, Tower 1 shall be known as Future Phases.**
- Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- C.** 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 Developer regarding the Said Land on which the Project is to be constructed have been completed;
- D.** **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (West Bengal. Act XLI of 2017);
- E.** **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- F.** **“Regulation”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- G.** **“Section”** means a section of the Act;
- H.** The **Asansol Municipal Corporation**, Paschim Bardhaman has granted the Building Plan certificate to develop the Project vide approval dated **20-04-2022** bearing Memo No. **2006(3)/BP/AMC/HO**;
- I.** The Owner and Developer has obtained the final layout plan, sanctioned plan & approvals for the Project from the **Asansol Municipal Corporation**. The Developer and Owner 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;
- J.** The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata No. **Applied For**;
- K.** The Allottee(s) / Purchaser(s) had applied for a Flat/Apartment in the Project vide **application dated .....** and has been allotted a Flat/Apartment as mentioned in **Part II of Schedule A** below along with the right to use parking space as mentioned in **Part III of Schedule A** below, as permissible under the applicable law and of pro rata share in the

common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Flat/Apartment**" more particularly described in **Part-II & Part-III of Schedule-"A"** and the floor plan of the Flat is annexed hereto and marked as **Annexure-I**);

- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- M. 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;
- N. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- O. Following the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Flat and the garage/parking (if applicable) as specified in **Part-II & Part-III of Schedule-"A"** ;
- P. The principal and material aspects of the development of the Project (as defined hereunder) and the Real Estate Project as disclosed by the Developer are briefly stated below:
  - (i) **Building/Tower No. 3 ("Devashilpi-Ekam, Phase-1")**, inter-alia comprising of **20 (Twenty) units**, G+5 (Ground+Five) storied residential tower/buildings, being constructed on **the Said Land**.
  - (ii) The Developer is undertaking the development of the Said Land in a phase-wise manner though the sanctioned, permission, and approvals with the respective department have been obtained for the whole project.
  - (iii) Apart from the Real Estate Project, the Developer proposes to develop in one or more phases other residential towers/buildings/structures along with its/their common areas, facilities, and amenities in the Project and upon the Said Land ("**Other Residential Component**") and the portion of the Said Land upon which the Other Residential Component shall be developed in such manner as the Developer may in its sole discretion deem fit.
  - (iv) The Allottee(s) agrees and accepts that the Project Included Amenities may not be provided simultaneously /contemporaneously with the offering of possession of the Said Flat/Apartment and might be provided only after completion of the entire Project.
  - (v) The Allottee(s) agrees and accepts that the exact location and identification of the Said Parking Space (if any) may be finalized by the Developer only upon completion of the Real Estate Project in all respects.

(vi) The Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Asansol Municipal Corporation and all other concerned authorities, and construct additional built-up area – (a) by way of additional Flat/Apartments and/or additional floors on the Said Tower/Building; and/or (b) additional buildings on any part of the remaining portion of the Said Land. For the purpose aforesaid, the Developer will be entitled from time to time to vary, amend, revise, and/or alter the building plans in respect of the Said Tower/Building without however, adversely affecting the Said Flat/Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Allottee hereby irrevocably agrees and gives his/her/its express consent to the Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Tower/Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Flat/Apartment and the specifications, amenities, fixtures, and fittings thereof are not reduced. This consent shall be considered to be the Allottee's consent contemplated under the relevant provisions of the Act, Rules, and Regulations. The Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Developer whether on the grounds of noise or air pollution, inconvenience, annoyance, or otherwise or on the ground that light and air and/or ventilation to the Said Flat/Apartment or any other part of the Said Tower/Building being affected by such construction. The Allottee hereby agrees to give all facilities and co-operation as the Developer may require from time to time, both before and after taking possession of the Said Flat/Apartment, to enable the Developer to complete the development smoothly and in the manner determined by the Developer. It is expressly agreed by the Parties that the Developer will be entitled to sell and transfer on an ownership basis or otherwise and for its own benefit, the additional Flat/Apartments that may be constructed by the Developer as aforesaid.

## **1. TERMS -**

- 1.1.** Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat/Apartment as specified in **Para K**;
- 1.2.** The Total Price for the Flat/Apartment is Rs. 29,52,310.00 (Rupees Twenty Nine Lakh Fifty Two Thousand Three Hundred and Ten) only ("Total Price of Flat, Parking, GST and Appurtenances) with the breakup and description more particularly mentioned in **Schedule-"B"**;

### **Explanation:**

- (i)** The Total Price above includes the booking amount paid by the allottee to the Developer towards the Flat/Apartment;
- (ii)** The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Goods & Service Tax ("GST"). or any other similar taxes which

may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Flat/Apartment.

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

**(iii)** The Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above, and the Allottee shall make payment as per the Payment Schedule with reference to **Clause 1.5** In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies, etc. have been imposed or become effective;

**1.3.** In addition to the Total Price, the Allottee(s) shall also pay to the Developer, as and when demanded, the amounts mentioned in **Schedule-“B”** collectively called **“Extra Charges & Deposit”**, proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon.

**1.4.** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee 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 Allottee, which shall only be applicable on subsequent payments.

**1.5.** The Allottee(s) shall make the payment as per the Payment Schedule set out in **Schedule-“C” (Payment Schedule)**.

**1.6.** 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 herein at **Schedule-“D” and Schedule-“E”** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Flat or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act: Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

**1.7.** The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is a reduction in the carpet area then the Developer shall refund the excess money paid by Allottee(s) within 45 (forty-five) days with annual interest at the

rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Schedule. All the monetary adjustments shall be made at the same rate per square foot as agreed in **Clause 1.2** of this Agreement.

- 1.8.** The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ **6% per annum** 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 an Allottee(s) by the Developer.
- 1.9.** Subject to **para 9.3** the Developer agrees and acknowledges, the Allottee shall have the right to the Flat/Apartment as mentioned below:
- (i)** The allottee shall have exclusive ownership of the Flat;
  - (ii)** The Allottee also has an undivided proportionate share in the Common Areas. Since the Share/interest of the Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of allottee(s) after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii)** That the computation of the price of the Flat/Apartment includes recovery of the price of land, construction of not only the Flat/Apartment but also the Common Areas, internal development Charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection, and firefighting equipment in the common areas, maintenance charges as per **para 11**, etc. and includes the cost for providing all other facilities and specifications as provided within the Project.
- 1.10.** That it is made clear by the Developer and the Allottee agrees that the Flat along with parking space (if any) 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 the integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project according to the concerned Act, Rules, regulations, and by-laws in respect thereof.



**1.11.** It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely “**Devashilpi Ekam**” shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act 1972.

**1.12.** The Developer agrees to pay all outgoings before transferring the-physical possession of the Flat to the Allottees, which it has collected from the Allottees, 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 Allottees or any liability, mortgage loan, and interest thereon before transferring the Flat to the Allottees, 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 therefore by such authority or person.

**1.13.** That the project will be completed in 3 (Three) Phases and after the completion of all phases the amenities will be provided to all the flat owners.

**1.14.** The Allottee has paid a sum of **Rs. ....00 (Rupees .....)** only [Including GST] by cheques/online transfer as booking amount being part payment towards the Total Price of the Flat at the time of application, the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Schedule as may be demanded by the Developer within the time and in the manner specified therein, provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT -**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Schedule through A/c Payee Cheques/demand draft/bankers Cheques / NEFT / RTGS / UPI or online payment (as applicable)] in favor of “**DEDPL-EKAM-MC**” payable at **Kolkata**.

## **3. COMPLIANCE WITH LAWS RELATING TO REMITTANCES -**

**3.1.** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934, and the Rules and Regulations made there under or any statutory amendments/modification) 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, and approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, or 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

**3.2.** The Developer accepts no responsibility in this regard. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the 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 Allottee and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Developer shall be issuing the payment receipts in favor of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS -**

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

**5. TIME IS OF ESSENCE -**

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

**6. CONSTRUCTION OF THE PROJECT / FLAT -**

The Allottee has seen the specifications of the Flat and accepted the Payment Schedule, and floor plans, which have 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 or notified by the State Government and shall not have the option to make any variation

/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE FLAT -**

**7.1. Schedule for possession of the said Flat** - The Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat on **Devashilpi Ekam (Phase 1) on or before 30<sup>th</sup> September 2025**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 90 (ninety) days from the date of termination of allotment. After the refund of the money paid by the Allottee, the Allottee 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 or such other certificate from the competent authority shall offer in writing the possession of the Flat "**Devashilpi Ekam**", to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Developer shall give possession of the Flat to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure to fulfillment of any of the provisions, formalities, or documentation on the part of the Developer. The Allottee agrees to pay the maintenance charges as determined by the Developer / Association of Allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 60 (Sixty) days of receiving the occupancy certificate of the Project.

**7.3. Failure of Allottee to take Possession of Flat** - Upon receiving a written intimation from the Developer as per Clause 7.2, the Allottee shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the allottee. In case the Allottee fails to take possession within the time provided in *Clause 7.2*, such Allottee shall continue to be liable to pay maintenance charges as applicable. On failure of the allottee to pay the installment as per the schedule given in the allotment letter, apart from paying the interest on the delayed amount, the

possession of the Flat shall be extended to the extent of the period of delay in paying the defaulted amount.

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

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit 10% (Ten) percent of the total amount of the consideration money, interest, and other dues payable for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 90 (ninety) days of such cancellation.

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

Except for the occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Flat (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 (iii) any other reason; the Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate specified in the Rules within 90 (ninety) days including compensation in the manner as provided under the Act:

Provided that where the Allottee does not intend to withdraw from the Project, the Developer shall pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

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

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

- (i) The Developer has an absolute, clear, and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical, and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project;
- (ii) There are no encumbrances upon the said Land or the Project;

- (iii) There are no litigations pending before any Court of law with respect to the said Land, Project, or Flat;
- (iv) All approvals, licenses, and permits issued by the competent authorities with respect to the Project, said Land, and flats 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 Flat and common areas;
- (v) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the Association of the Allottees;
- (ix) The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title, and claim over the Schedule Property;
- (x) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes, and other monies, levies, impositions, premiums, damages and/or penalties, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; and
- (xi) 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 Land) has been received by or served upon the Developer in respect of the said Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES -**

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

- (i) The Developer fails to provide ready-to-move-in possession of the Flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in

possession shall mean that the Flat shall be in a habitable condition which is complete in all respects and as per the completion/occupancy certificate issued by the competent authority; or

- (ii) 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.

**9.2.** In case of default by the Developer under the conditions listed above, the Allottee is entitled to the following:-

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter, the Allottee will be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

**9.3.** The Allottee shall be considered under a condition of default, on the occurrence of the following events:-

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Developer as per the Payment Schedule annexed hereto, despite having been issued a notice in that regard, the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules;
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 (two) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Flat in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount or 10% of the Agreement value whichever is higher and the interest liabilities and this Agreement shall thereupon stand terminated: Provided that the Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

## **10. CONVEYANCE OF THE SAID FLAT -**

The Developer, on receipt of the complete amount of the Price of the Flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat together with a proportionate indivisible share in the Common Areas within three months from the

issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges, and all other incidental and legal expenses, etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for the compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

**11. MAINTENANCE OF THE SAID FLAT/BUILDING/PROJECT of “DEVASHILPI EKAM”-**

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees.

**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 for sale relating to such development is brought to the notice of the Developer within a period of five years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

**14. RIGHT TO ENTER THE FLAT FOR REPAIRS -**

The Developer/maintenance agency /association of Allottees shall have rights of unrestricted access to all Common Areas, garages/closed parking/covered parking on the ground floor, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Flat 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 Ground floor and Service Areas:** The basement(s) and service areas, if any, as located within the “Devashilpi Ekam”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms,

underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the ground floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT -**

Subject to **Clause 12** above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat 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 Flat, 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 Flat and keep the Flat, its walls and partitions, sewers, drains, pipe, and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the building is not in any way damaged or jeopardized. The Allottee 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 Allottee shall also not change the color scheme of the outer walls or paint of exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load-bearing wall of the Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter, the association of Allottees and/or maintenance agency appointed by the association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE WITH LAWS, NOTIFICATIONS ETC. BY ALLOTTEE -**

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

**18. ADDITIONAL CONSTRUCTIONS -**

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

**19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE -**

After the Developer executes this Agreement he shall not mortgage or create a charge on the Flat/Building and if any such mortgage or charge is made or created then notwithstanding



anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat

**20. THE WEST BENGAL APARTMENT OWNERSHIP ACT, 1972 -**

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (West Bengal Act No. XVI of 1972).

**21. BINDING EFFECT -**

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

**22. ENTIRE AGREEMENT -**

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

**23. RIGHT, TO AMEND -**

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

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

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

**25. WAIVER NOT A LIMITATION TO ENFORCE -**

(i) The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercises of discretion by the Developer

in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottee(s).

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

**26. SEVERABILITY-**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the project.

**28. FURTHER ASSURANCES -**

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

**29. PLACE OF EXECUTION -**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee(s), in Raniganj (WB) or Kolkata after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the A.D.S.R. Raniganj, or D.S.R. Paschim Bardhaman or before the appropriate authority. Hence this Agreement shall be deemed to have been executed before A.D.S.R. Raniganj (WB).

**30. NOTICES -**

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

<b>Developer</b>	<b>Devashilpi Ekam</b> Devashilpi Estate Developers Private Limited 209, A. J. C. Bose Road, Karnani Estate, Suite No. 50, 2nd Floor, P.O. – Circus Avenue, P.S.- Beniapukur, Kolkata, PIN No. 700017, West Bengal
<b>Allottee(s)</b>	<b>1)</b> ..... Son/Daughter of ....., <b>and</b> <b>2)</b> ..... Son/Daughter Wife of ..... ..... .....

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

**31. JOINT ALLOTTEES -**

In case there are Joint Allottees, all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered to have been properly served on all the Allottees.

**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 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 -**

Notwithstanding anything to the contrary contained hereinbefore, the parties have mutually agreed to the following terms which shall be valid and binding on them.

The additional terms and conditions as per the contractual understanding between the parties are captured herein below. However, it has been ensured that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Acts and Rules and Regulations made thereunder. In the event of any inconsistency, the provisions/clauses of the Act/Rules/Regulations shall prevail.

#### 34.1. ADDITIONAL DEFINITIONS -

For the purpose of further clarity in this Agreement, unless the context otherwise requires:

- (i) **FLAT/APARTMENT**: shall mean the Flat/Apartment as mentioned in **Part-II of Schedule A** below.
- (ii) **SAID PARKING SPACE**: shall mean the right to use the parking space as mentioned in **PART-III of Schedule A** below.
- (iii) **APEX BODY**: shall mean a body to be formed under relevant laws by the Developer to take over the overall charge of the said building complex from the Developer and inter-alia for the purpose of managing and controlling the maintenance of the complex or any Association formed under the Relevant Laws.
- (iv) **ASSOCIATION**: shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.
- (v) **BUILDING/TOWER**: shall mean Building No. / **Tower No.3 in "Devashilpi Ekam"** in which the Flat/Apartment is situated.
- (vi) **BOOKING AMOUNT**: shall mean 10 % (ten percent) of the Total Consideration.
- (vii) **CARPET AREA**: means the net usable floor area of the Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Apartment for the exclusive use of the Allottee(s) or verandah area, and exclusive open terrace area appurtenant to the said Flat/Apartment for the exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat/Apartment.
- (viii) **NOTICE FOR POSSESSION**: shall mean the notice contemplated in Clause 7.
- (ix) **EXCLUSIVE AREAS ["EBVT"]**: means exclusive balcony appurtenant to the said Flat/Apartment for the exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartment for the exclusive use of the Allottee(s) and other areas appurtenant to the said Flat/Apartment for the exclusive use of the Allottee(s).
- (x) **FORCE MAJEURE**: means delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control of the Developer in accordance to Clause 7.1 mentioned herein above;

- (xi) **FUTURE PHASES:** shall mean comprising of two buildings, Tower 1 & Tower 2 (Phase – III & Phase – II respectively) under the name & style “Devashilpi Ekam” to be developed on the said land.
- (xii) **NON-REFUNDABLE AMOUNT:** shall mean (a) booking amount along with the (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) all taxes paid by the Developer to the Authorities and (e) amount of stamp duty and registration charges to be paid on the deed of cancellation of this Agreement if Agreement for Sale is registered and (f) any other taxes which are currently applicable or may be applicable in future;
- (xiii) **PROJECT LAND:** shall mean the portion of the Subject Land, more particularly described in **Part-I of Schedule-“A”** hereunder written and shown delineated by RED color boundary line on the Plan thereof hereto annexed as **Annexure-I.**
- (xiv) **PROJECT:** The Project shall mean “**Devashilpi Ekam**” situated at Ranisayer More, NH-2 Service Road, near Searsole Auto Service-HP Petrol Station, G T Road, District: Paschim Bardhaman, under Asansol Municipal Corporation in Ward: 33, at various plots of L.R Dags 48 & 50 [R.S.Dags 38 & 48] of Mouza Searsole, J. L. No 17, Ranishyer-713358 (WB) consisting of three (G+5) multi-storied residential cum commercial buildings /towers namely Tower-1, Tower-2 & Tower-3 along with the Common Areas, parts, all other amenities, and facilities, to be developed on the said Project Land.
- (xv) **PRESENT PHASE:** shall mean the multistoried residential building comprising of 1(one) Building comprising of 20 (Twenty) units named as Tower-3 (Three), along with the Common Areas, parts, and facilities, to be developed on the Project Land in the name and style “Devashilpi Ekam (Phase-1)”.

**34.2.** Additional disclosures and details are as follows:

- (i) The Developer has the sole and exclusive right to sell the Flat/Apartment in the said Building/s to be constructed by the Developer in the said Phase and to enter into Agreement/s with the Allottee(s) of the Flat and receive the sale consideration in respect thereof;
- (ii) On-demand from the Allottee(s), the Developer has allowed inspection of all the documents of title relating to the Project Land and the plans, designs, and specifications prepared by the Developer's Architects and of such other documents to the Allottee(s) as are specified under the Act, the Rules and Regulations made thereunder;

- (iii) The Developer has obtained approvals and/or sanctions from the Concerned Authority(s) for the plans for the said Building/s and shall also obtain balance approvals (if any) from various Authorities from time to time, including but not limited to Occupancy Certificate of the said Building;
- (iv) The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (v) The Developer has the discretion to raise the invoices of the milestone which has been completed/achieved irrespective of sequences of milestones.

#### **34.3. TAX DEDUCTED AT THE SOURCE -**

The Allottee(s) is aware that the Allottee(s) has/have to deduct the applicable Tax Deduction at Source (TDS), if applicable, at the time of the making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee(s) fails to comply with the same and any financial liability/loss is incurred by the Developer for such non-compliance, the Allottee(s) shall be liable to compensate the Developer for such loss and the same shall be adjusted from the next installment due from the Allottee(s).

#### **34.4. INTEREST -**

- (i) All outstanding amounts payable by any Party under this Agreement to the other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“Interest”) from the date they fall due till the date of receipt/realization of payment by the other Party.
- (ii) Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- (iii) Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee(s) under this Agreement, have a first charge/lien on the Flat/Apartment and the Car Park(s) (if any), and the Allottee(s) shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement to the Developer. It is hereby clarified that for the purposes of this Agreement, payment shall mean the date of credit of the amount in the account of the Developer.

**34.5. SATISFIED WITH THE DEVELOPER'S TITLE -**

The Allottee(s) hereby declare/s that he/she/they/it have gone through this Agreement and all the documents relating to the Project Land/Building and have expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Allottee(s) relying solely on the Allottee(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee(s) to be observed, performed and fulfilled and complied with and therefore, the Allottee(s) hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee(s).

**34.6. OUTGOINGS -**

- a. From the Possession Date, the Allottee(s) shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Tower namely local taxes, betterment charges, or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building/s.
- b. The Allottee(s) shall pay to the Developer such proportionate share of outgoings as may be determined by the Association / Apex Body. The Allottee(s) further agrees that till the Allottee(s)' share is so determined, the Allottee(s) shall pay to the Developer provisional monthly contribution as determined by the Developer from time to time.
- c. The amounts so paid by the Allottee(s) to the Developer shall not carry any interest and remain with the Developer until the common areas along with the common amenities are handed over to the Association/Apex body. On completion of such handing over of the common areas along with the common amenities, the balance amount of deposits shall be paid over by the Developer to the Association/Apex body.
- d. The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee(s) as advance or deposit, sums received and retained by the Developer till the time the Association/ is formed, subsequently on account of Association or Apex Body or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

### 34.7. ASSOCIATION STRUCTURE -

(i) The Developer shall at its sole and absolute discretion, as prescribed under the Relevant Laws,

- a. Form an Association of the Allottee(s) of Flat/Apartment in the Project/Phase, as it may deem fit and proper in respect of the tower(s) comprised in Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Project/Phase, within such period as may be prescribed under the Relevant Laws.
- b. Make provisions for payment of outgoings/CAM to the Association & the Apex Body/ for the purposes of maintenance of the Project/Phase in which the Flat/Apartment is located and the entire Project Land.

The Allottee(s) agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws / Memorandum and Articles of Association drafted/adopted by the Developer for the Association, necessary for the formation and registration of the Association/Apex Body within 10 (ten) days from intimation by the Developer. The Allottee(s) agree(s) not to object to any changes/amendments made by the Developer in the draft/model by-laws/Memorandum and Articles of Association for the Association. The Allottee(s) shall also be bound from time to time, to sign all papers, documents, and deeds for safeguarding the interest of the Developer and the other Allottee(s) of Flat/Apartment(s) in the Project/Phase. The Allottee(s) shall be bound by the rules, regulations, and by-laws/Memorandum and Articles of Association / Apex Body and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee(s), if any changes or modifications are made in the draft by-law of the Association by the Developer as the case may be or as required by any other competent authority. The Allottee(s) hereby authorize the Developer to sign and execute all such forms applications, papers, and documents on his/her/their/its behalf as may be required for this purpose.

(ii) The Developer may become a member of the Association/Apex body to the extent of all unsold and/or un-allotted Flat/Apartment(s) areas and spaces in the Project/Subject land.

### 34.8. FACILITY MANAGEMENT COMPANY -

- (i) By executing this Agreement, the Purchaser(s) / Allottee(s) agree/s and consent/s to the appointment of an agency, firm, corporate body, organization, or any other person, if any, as nominated by the Developer (“**Facility Management Company**”) to manage, upkeep, and maintain the Project together with other building/s (*if applicable*) and the Project Land and such other facilities, that the Developer may require to install, operate and to maintain common areas, common amenities, and common facilities.



- (ii) The Purchaser(s) / Allottee(s) agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Developer/Facility Management Company.
- (iii) The Purchaser(s) / Allottee(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds, and/or other writings as may be required, at the sole discretion of the Developer/Facility Management Company, for the purposes of framing rules for the management of the Project for ensuring safety and safeguarding the interest of the purchasers of flats in the Project and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in the group, in this regard, against the Developer/Facility Management Company and/or other purchasers of Flats of the Project.

#### **34.9. FIT OUT MANUAL -**

- (i) The Allottee(s) agree(s) and undertake(s) that on receipt of possession, the Allottee(s) shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/Association / Apex Body ("Fit-out Manual") and without causing any disturbance, to the other Allottee(s) of Flat/Apartment in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Flat/Apartment. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat/Flat/Apartment or the Building, the Developer shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Flat/ Apartment and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee(s) does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Flat/Apartment or the Building (on behalf of the Allottee(s)) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Flat/Apartment. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless, and indemnified, the Developer (i) from and against all suits, actions, proceedings, claims, demands, costs, charges, and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Flat/Apartment or the Building(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Flat/Apartment or the Building(s).
- (ii) Upon the possession of the Flat/Apartment being delivered to the Allottee(s), the Allottee(s) shall be deemed to have granted a license to the Developer, its engineers, workmen, laborers, or architects to enter upon the Flat/Apartment by reasonable notice

in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Flat/Apartment provided the Flat/Apartment is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee(s) or his agents and the Allottee(s) shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Allottee(s) or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Flat/Apartment as aforesaid. If the Flat/Apartment is closed and in the opinion of the Developer any rectification or restoration is necessary for the interest of the Building and/or Allottee(s) therein, the Allottee(s) consent(s) to the Developer to break open the lock on the main door/entrance of the Flat/Apartment and the Developer shall not be liable for any loss, theft or inconvenience caused to the Allottee(s) on account of such entry into the Flat/Apartment.

#### **34.10. BRAND NAME & PROJECT NAME -**

- (i)** It is agreed by the Allottee(s) that the name of the Project “**Devashilpi Ekam**” or of the individual towers may be changed at the sole discretion of the Developer in accordance with the Relevant Laws.
- (ii)** It is further agreed by the Allottee(s) that the association of the brand name “Devashilpi” (in its registered logo form) or a combination of words with the prefix as “Devashilpi” (“Brand Name”) shall at all times be subject to the sole control of Devashilpi Estate Developers Private Limited (“DEDPL”) who is the Developer. It is agreed and accepted by the Allottee(s) that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances unless DEDPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Land including the Building, as well as the Association (which would be formed gradually) unless a different understanding is captured between DEDPL and the Association. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name, and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the DEDPL. The Allottee(s) further agree/s to not use the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by DEDPL. The Allottee(s) and the Association of the Flat/Apartment Allottee(s) shall not be entitled to change the name of the Project / Building/s without the written consent of DEDPL.

#### **34.11. TRANSFER -**

Only after (i) payment of a minimum of 50 percent of the Total Consideration by the Allottee(s) and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed

from the date of the allotment letter dated 19.05.2023 (Allotment Date) whichever is later, the Allottee(s) may transfer his rights, title, and interest in the Flat/Apartment under this Agreement to any third person/entity after obtaining the prior written consent of the Developer. Any such transfer by the Allottee(s) shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee(s) submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Allottee(s) under this Agreement and payment of applicable transfer / administrative fee calculated @ 2% of the Total Price or the Nomination Price whichever is higher plus taxes as applicable to the Developer. However, no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Allottee. It is further clarified that the inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Further, the Developer reserves the right to allow such transfer at its sole discretion.

**34.12. OBLIGATIONS, COVENANTS, REPRESENTATIONS OF ALLOTTEE(S) -**

The Allottee(s) himself/ herself/themselves with the intention to bring all persons into whosever hands the Flat/Apartment may come, hereby covenants, represents with the Developer as follows:-

- (i)** At or before execution of this Agreement the Allottee(s)-
  - a)** have fully satisfied themselves as to the title of the Owners and the right of the Developer in respect of the Project Land;
  - b)** have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the Flat/Apartment being constructed by the Developer and agree not to raise any objection with regard thereto;
  - c)** have verified the location and size of the said Flat/Apartment including the egress and ingress thereof and also the area of the Flat/Apartment as stated in this Agreement and agrees not to dispute the same;
  - d)** have acknowledged that the right of the Allottee(s) shall remain restricted to the said Flat/Apartment;
  - e)** have acknowledged and given consents that the Developer shall be entitled to construct any additional area /structures and/or alter and/or modify the said Plan including change of use of any part or portion of the Project being constructed erected and completed on the said Project Land in accordance with the terms of the relevant laws and as per the future sanction/approvals obtained by them. The Allottee(s) shall have no objection thereto of the same. The right hereby reserved shall be available to the Developer until the complete optimization of the Subject Land.
  - f)** have satisfied themselves as to the total area in relation thereto to comprise in the said Flat/Apartment and also the common parts/portions which would be common for all the residents /occupants of the various Flat/Apartment comprised in the Project Land and have agreed not to challenge or dispute the same in any manner whatsoever or however.

- (ii)** To maintain the Flat/Apartment at the Allottee(s)' own cost in good and tenable repair and condition from the date that of possession of the Flat/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Apartment is situated and the Flat/Apartment itself or any part thereof without the consent of the local authorities if required.
- (iii)** Not to store in the Flat/Apartment any goods which are of hazardous, combustible, or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Apartment is situated or storing of which goods are objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Apartment is situated, including entrances of the building in which the Flat/Apartment is situated and in case any damage is caused to the building in which the Flat /Apartment is situated or the Flat /Apartment on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
- (iv)** Further, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meet the other obligations under the Agreement subject to the completion of construction by the Developer as provided in Schedule- "C".
- (v)** Intimation forwarded by the Developer to the Allottee(s) that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee(s) and the Allottee(s) agree/s not to dispute the same. The Allottee(s) hereby understand(s) and agree(s) that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee(s) as per the payment schedule mentioned herein and the Allottee(s) shall make all payment(s) to the Developer on or before the due dates, time being the essence of this Agreement.
- (vi)** In case of any financing arrangement entered by the Allottee(s) with any financial institution with respect to the purchase of the Flat/Apartment, the Allottee(s) undertake/s to direct such financial institution to disburse/ pay and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheques /demand draft/online payment mode drawn or in favor of "DEDPL-EKAM-MC".
- (vii)** If any of the payment cheques /banker's cheques or any other payment instructions of/by the Allottee(s) is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developer may at its option be

entitled to exercise the recourse available. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 750/- (Rupees Seven hundred fifty Only) for the dishonor of a particular payment instruction for the first instance and for second instance the same would be Rs. 1000/- (Rupees One Thousand Only) (which charge shall be in addition to the Interest for delayed payment). Thereafter, no cheques will be accepted and payments shall be accepted through bank demand draft(s) only.

- (viii)** In the event, the Developer is required to refund any amounts in terms of this Agreement, the Developer may refund such amounts in the below Bank account. The Allottee(s) agree to update the Developer of any change in the Bank account details immediately and shall not hold the Developer liable in case Allottee fails in this regard.

Name of Account Holder	
Bank Account No.	
Name of the Bank	
Branch	

- (ix)** To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Flat/Apartment in the same condition, state, and order in which it was delivered by the Developer to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated or the Flat/Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (x)** Not to demolish or cause to be demolished the Flat/ Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat/Apartment is situated nor shall demand partition of the Allottee(s)' interest in the Flat/Apartment and shall keep the portion, sewers, drains, and pipes in the Flat/Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Apartment without the prior written permission of the Developer/Association/Apex body/concerned authorities.
- (xi)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Flat/Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (xii)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment in the compound or any portion of the Project Land and the building in which the Flat/Apartment is situated.
- (xiii)** To bear and pay increase in local taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Apartment by the Allottee(s) for any purposes other than for the purpose for which it is sold.
- (xiv)** Not cause any nuisance, hindrance, disturbance, and annoyance to other Allottee(s) of Flat/Apartments in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xv)** Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flat/Apartment or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee(s);
- (xvi)** Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony(ies), verandah, parking space/s, or other open spaces forming a part or appurtenant to the Flat/Apartment/s in the Building, without the prior written permission of the Developer /Association /Apex body /concerned authorities;
- (xvii)** After possession of the Flat/Apartment is handed over to the Allottee(s), the Allottee(s) may insure the Flat/Apartment from any loss, theft, or damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- (xviii)** The Allottee(s) and/or the Developer shall present this Agreement as well as the conveyance and/or any other document as may be required, in accordance with the provisions of the Registration Act, 1908.
- (xix)** The Allottee(s) shall not let, sub-let, transfer, assign, or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Apartment until all the dues payable by the Allottee(s) to the Developer under this Agreement are fully paid up. The Allottee(s) shall observe and perform all the rules and regulations, mandates which the Association/Apex Body may adopt at its inception and the additions, alterations, or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the Flat/Apartment therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down

by the Association/Apex Body regarding the occupancy and use of the Flat/Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

**(xx)** Till handing over of the common areas of the Project Land in which the Flat/Apartment is situated is handed over to the Association/Apex Body, the Allottee(s) shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat/Buildings or any part thereof to view and examine the state and condition thereof.

**(xxi) Usage:**

- a) The Allottee(s) hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement/communications or the sample Flat/Apartment / mock Flat/Apartment and its color, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as same. The Allottee(s) has/have not relied on the same for his/her/their/its decision to acquire Flat/Apartment in the Phase and also acknowledges that the Allottee(s) has/have seen all the sanctioned layout plans and time schedule of completion of the Project.
- b) The Allottee(s) undertakes that the Allottee(s) has/have taken the decision to purchase the Flat/Apartment in the Phase, out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee(s) by the Developer in-person including the disclosures contained herein and based on the specifications, locations, quality, services, etc. contained in this Agreement.
- c) The Allottee(s) confirm/s and undertake/s not to make any claim against Developer or seek cancellation of the Flat/Apartment or refund of the monies paid by the Allottee(s) because of anything contained in other information/disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.
- d) The Allottee(s) agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat/Apartment by concerned authorities due to non-payment by the Allottee(s) or any other Flat/Apartment Allottee(s) of their respective proportion of the taxes/outgoings payable to the concerned authorities on account of default in making such payments.
- e) The Developer has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Project Land is being developed by the Developer in a phase-wise/project-wise manner and the same shall be determined by the Developer in its sole absolute discretion from time to time.

- f) The Allottee(s) hereby consents that the Developer shall be entitled to develop the Project Land, without any reference to the Allottee(s) and/or Association, as the Developer may deem fit and proper until the complete optimization of the complete Layout of the Project Land. In this regard, the Allottee(s) hereby acknowledges and confirms that the Developer is entitled to make any other alterations or additions in the sanctioned plans, layout plans, specifications of the Buildings, Common Areas within the Project Land (except for the current Phase), and also grant a right of usage for all Common Areas, facilities/amenities envisaged in the Project land, to Allottee(s) of other phases/projects, to be developed and/or developed in the Subject Land.
- g) The Allottee(s) hereby declares and confirms that except for the Parking Space(s), if any, allotted by the Developer, they do/es not require any other parking space(s) including open parking space(s) and accordingly they waive(s) his/her/its/their claim, right, title, interest whatsoever on the area of parking space(s) in the Phase for the foreseeable future. The Allottee(s) further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of the parking space(s) done by Developer at any time and shall not challenge the same anytime in the future. The Allottee(s) agree(s) and acknowledge(s) that Developer shall deal with the parking space(s) in the manner Developer deems fit. The Developer acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.
- h) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to the payment of all such amounts within the timelines stipulated under **Schedule-“C”** of this Agreement or as and when demanded by the Developer.

#### **34.13. RIGHTS OF THE DEVELOPER -**

Developer obligation for obtaining occupation certificate/completion certificate:-

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Flat/Apartment to the Allottee(s), obtain from the concerned local authority occupancy and /or completion certificates in respect of the Flat/Apartment.

It is further agreed that the Developer/Association/Apex body reserves the right to claim the additional amount towards the maintenance charges from the Allottee(s) if the provision maintenance charges paid by the Allottee(s) exhaust on an early date.

#### **Additional Disclosures:**

- (i) The Developer has a clear and marketable title with respect to the said Project Land; as let out in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical, and legal possession of the Project Land for the implementation of the Project.



- (ii) There are no encumbrances upon the Flat/Apartment/ or Project Land or the Project except those disclosed in the title report, if any.
- (iii) There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report.
- (iv) At the time of handing over, the Developer shall hand over lawful, vacant, peaceful, physical possession of the Common Areas and facilities of the Project to the Association/Apex Body, as and when the same is formed.
- (v) 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 Land) has been received or served upon the Developer in respect of the Project Land and/or the Project except those disclosed in the title report.
- (vi) Be it noted that to ascertain the stamp duty and registration charges for registration of these presences, the Registration Department has considered the market value of car parking as covered car parking. Therefore, the Allottee(s) will not derive any right of covered car parking through the assessment slip.
- (vii) The Developer states that all the Open Parking spaces in the Project Land form a part of the Common Area and the individual Parking Space shall be allocated on a right-to-use basis vis-à-vis the said Flat/Apartment as a Limited Common Area.

**34.14. IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT -**

- (i) The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Allottee(s) and/or users of Flat/Apartment(s)/ being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to the building to be constructed on the Project Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee(s) /other occupants of Flat/Apartment(s)/ in building constructed on the Project Land till such time the Land is handed over to the Association /Society/ Apex Body.
- (ii) Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Flat/Apartment to be executed

in respect of the sale/transfer of Flat/Apartment(s) in the buildings to be constructed on the Project Land. The Allottee(s) hereby expressly consents to the same.

- (iii) The Allottee(s) agree/s that the Allottee(s) shall along with other Allottee(s) / occupiers of the other phases of the Project observe and perform the terms and conditions regarding the use, enjoyment, and sharing of Common Areas, Amenities and Facilities to be provided underneath, a list of the same is annexed hereto as Schedule-“E”. The Allottee(s) shall also, observe and perform the terms and conditions regarding the use, enjoyment, and sharing of Common Areas, Amenities, and Facilities which will be common for the entire Project. These amenities will be enjoyed by the Allottee(s) of the Flat/Apartment only after the completion of all the Phases of the project.
- (iv) It is clearly understood and agreed by the Allottee(s) that facilities/amenities/Common Areas of the Project/Phase mentioned in Schedule-“E”, will be operational for use only after the completion of all the Phases of the project. It is also agreed by and between the parties that the right to use the amenities/facilities will be made available as and when the same is constructed subject to the Allottee(s) complying with all its obligations under this Agreement including timely payments of amounts if any unless there is a delay due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat/Apartment which includes amenities and facilities.
- (v) In case the Allottee(s) fails to comply with the terms and conditions set out in this Agreement, and/or in case the Allottee(s) fails to make payment for consecutive demands made by the Developer as per the Payment Schedule (Schedule-“C”) and the default continues for a period beyond 2 (two) consecutive months after notice from the Developer, the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit the amount as mentioned in Clause 9.3 of the Agreement, along with the Non-Refundable Amount./ Balance amounts, if any, without any liabilities towards costs/damages/interest, etc. shall be refunded without interest whatsoever simultaneously upon the Allottee(s) executing and registering the deed of cancellation or such other document (“Deed”) within 30 (thirty) days of the termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee(s) and the Allottee(s) hereby acknowledges and confirms the same. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, Developer’s right to forfeit and refund the balance to the Allottee(s), and the Developer’s right to sell/transfer the Flat/Apartment Further, upon such cancellation, the Allottee(s) shall not have any right, title and/or interest in the

Flat/Apartment and/or Parking Space and/or the Project Land and the Allottee(s) waives his/her/their/its right to claim and/or dispute against the Developer in any manner whatsoever. It is further agreed that the interest and/or taxes paid on the total consideration shall not be refunded upon such cancellation/termination. The Allottee(s) acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

(vi) The Allottee(s) hereby agree/s that in case the Allottee/ s fail(s) to respond and/or neglects to take possession of the Flat/Apartment within the time stipulated by the Developer, then the Allottee(s) shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 3/- (Rupees Three only) per month per square feet of the Total Area of the Flat/ Apartment (“Holding Charges”) plus applicable taxes, if any, and applicable maintenance charges towards upkeep and maintenance of the Common Areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Flat/Apartment shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility, and cost of the Allottee(s) in relation to its deterioration in physical condition.

(vii) It is hereby agreed between the parties that upon receipt of the occupation certificate for the said Flat/Unit, none of the parties shall be entitled to terminate this Agreement for Sale. Further, in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Flat/Unit within the aforementioned time as stipulated by the Developer, then the Developer shall also be entitled along with other rights under this Agreement for Sale to forfeit/claim the entire Total Consideration towards the Flat/Unit along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Developer’s obligation of delivering possession of the Flat/Unit shall come to end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Flat/Unit.

#### **34.15. HOARDING RIGHTS -**

The Allottee(s) hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion and the Allottee(s) agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees/charges to the Association/Apex Body for placing/putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

#### **34.16. UNSOLD FLAT/APARTMENT -**

(i) All unsold and/or un-allotted Flat(s)/Apartment(s)/units, areas, and spaces in the

Building /Residential Complex, including without limitation, parking spaces and other spaces on the Ground Floor and anywhere else in the Building / Phase and Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or un-allotted Flat(s) /Apartment(s)/ units and shall be entitled to enter upon the Project Land and the Building / Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

(ii) The Developer shall without any reference to the Purchaser/s, association / Apex Body be at liberty to sell, let, sub-let, dispose of, or otherwise deal with in any manner whatsoever all such unsold and/or un-allotted Flat(s)/Apartment(s)/units and spaces therein, as it deems fit. The Developer shall be entitled to enter into separate agreements with the purchasers of different Flat (s)/Apartment(s) /units in the Building / Phase on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / Apex Body. The Purchaser/s and/or the association / Apex Body shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever.

**34.17. ASSIGNMENT -**

The Developer may at any time assign or transfer (by way of lease, mortgage, sale, or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with Relevant Laws. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.

**34.18. RIGHT OF ALLOTTEE(S) TO THE FLAT/APARTMENT AND COMMON AREAS -**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law, of the said Flat/Apartment or of the said Project Land and Building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the Flat/Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said common areas along with the common amenities is handed over to the Association/Apex Body.

**34.19. PRESENT FOR REGISTRATION -**

The Allottee(s) and/or Developer shall present this Agreement as well as the conveyance at the proper office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

#### 34.20. ADDITIONAL COMPLIANCE WITH LAWS -

- (i) The Allottee(s) clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Flat/Apartment are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property(ies) in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee(s) shall be the sole responsibility of the Allottee(s). The Developer accepts no responsibility in this regard and the Allottee(s) shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.
- (ii) The Allottee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee(s) under this Agreement towards the said Flat/Apartment is not involved directly or indirectly to any proceeds of the scheduled offense and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**").
- (ii) The Allottee(s) further declare(s) and authorize(s) the Developer to give personal information of the Allottee(s) to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
- (iii) The Allottee(s) further agrees and confirms that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti-Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination, the Allottee(s) shall not have any right, title, or interest in the said Flat/Apartment nor have any claim/demand against the Developer, which the Allottee(s) hereby unequivocally agrees and confirms. In the event of such cancellation /termination, the monies paid by the Allottee(s) shall be refunded by the Developer to the Allottee(s) in accordance with the terms of this Agreement only after the Allottee(s) furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s).

#### **34.21. STAMP DUTY AND REGISTRATION CHARGES -**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee(s) only.

In the event of any inconsistency, the provisions/clauses of the Act/Rules/Regulations shall prevail.

#### **34.22. ARBITRATION -**

In case the Parties are unable to settle their disputes within 15 days of intimation of the dispute by either Party, the Parties shall in the first instance shall be settled amicably by mutual discussion, failing which they have the option to settle through Arbitration as per the provisions of the Arbitration and Conciliation Act. 1996. The Developer shall appoint a Sole Arbitrator for adjudication of the dispute. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The seat of arbitration shall be Kolkata and the arbitration proceedings shall be conducted in English only.

Further, all the terms and conditions, rights, and obligations of the Parties as contained hereunder shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the ("Rules") and ("Regulation") made thereunder ("Rules and Regulations") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly, any such provision which is inconsistent or contradictory to the Act shall not have any effect.

## SCHEDULE - A

### PART - I

#### DESCRIPTION OF THE PROJECT LAND / TOTAL PROPERTY / SAID LAND

ALL THAT pieces and parcel of land containing an area of **60.17 decimal** equivalents of **1.82 Bighas** be the same a little more or less situate lying at various **R. S. Plot Nos. 38 & 40** and **L. R. Plot Nos. 48 & 50** of **Mouza Searsole, (J. L. No. 17), A.D.S.R. office Raniganj, Police Station Raniganj, under Asansol Municipal Corporation at Raniganj, within the District of Paschim Bardhaman, in L.R Khatian Nos. 208, 8431, 9535, 9536, Class of Land Vastu, Land area as mentioned below :**

<b>Mouza - Searsole (J. L. No. 17)</b>				
<b>R. S. Plot No.</b>	<b>L. R. Plot No.</b>	<b>Class of Land</b>	<b>Total Area of Land</b>	<b>Land Area</b>
38	48	Vastu	70.00 Dec	39.57 Decimal
40	50	Vastu	336.00 Dec	20.60 Decimal
<b>TOTAL</b>				<b>60.17 Decimal</b>

IN TOTAL **60.17 (SIXTY POINT ONE SEVEN) DECIMALS/SATAKS** of the **aforsaid land** delineated in the plan attached herewith as **Annexure-II**, should be treated as a part of this Agreement the said land butted and bounded as detailed below:

On the North:	Land of Others
On the South:	30 feet wide NH 2, Service Road
On the East:	Land of Others
On the West:	Land of Robindra Nath Mondal

### PART - II

#### DESCRIPTION OF SAID FLAT/ APARTMENT

ALL THAT the Residential Flat/Apartment No. ...., Flat Type. .... BHK ....T, situated on the ..... floor, of the Tower 3, having Carpet Area [CA] of ..... Sq. Ft. together with an exclusive area [EBVT] of ..... Sq. Ft. The Carpet Area and Exclusive area [EBVT] aggregate to the total area of ..... Sq. Ft. (Net Area), corresponding to the Built-Up Area measuring ..... Sq. Ft. equivalent to the Super-Built-Up Area being ..... Sq. Ft. (..... Sq. Ft.), Tiles flooring, without Roof Right, be the same a little more or less in the under-construction Building, in the Project named "Devashilpi Ekam" to be constructed at the Said Land. **Border RED in the MAP or PLAN annexed as Annexure-"I"** herewith which do form a part of this Deed.

### PART - III

#### DESCRIPTION OF SAID PARKING SPACE

ALL THAT the right to park a ..... Wheeler in the Covered Parking Space measuring ..... Sq. Ft. (..... Sq. Ft.), situated on the Ground floor, Cement flooring, without Roof Right, within the project "Devashilpi Ekam"

## **SCHEDULE-B**

### **PRICE DETAILS & EXTRA CHARGES/DEPOSIT**

The consideration for the sale of the Said Flat, the Land Share, the Share in Common Portions grant of User Rights over the Specified Facilities and the right to use the Said 1 (one) Two Wheeler, in the covered space in the ground floor, both are collectively **Rs. ....00 (Rupees .....)** only (Total Price of Flat, Parking, GST and Appurtenances) with the **breakup and description as given below:-**

<b>Particulars</b>	<b>Amount</b>
Flat No _____, Type _BHK _T, Floor _____ Tower No ___	(In Rupees)
Cost of Carpet Area	.....00
Cost of EBVT	.....00
Proportionate cost of Common Areas with external wall thickness etc.	.....00
Cost of Medium size Four Wheeler Parking	.....00
Cost of Two Wheeler Parking	.....00
Utility and Generator Back-up charges	.....00
Documentation & Incidental Charges	.....00
Association Formation Charges	.....00
GST as applicable	.....00
<b>Total Price</b>	<b>.....00</b>

The Total Price as mentioned above is inclusive of some the of Extra Charges which the Developers is required to collect in addition to the Unit Price of the Flat/Apartments from the Allottee as and when demanded. These "Extra Charges & Deposit", proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon amounts and being part of the total price in the table above are mentioned below:-

- a) Utility and Generator Back-up charges:-**
- i) **Transformer and Electricity:** obtaining HT/LT electricity supply from the supply agency;
  - ii) **Electricity Meter for Common Areas:** Security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas,
  - iii) **Generator & Power-back:** stand-by power supply to the Said Apartment/Flat from diesel generators which is to be paid in Lumpsum @ Rs. 70,000/- (Rupees Seventy thousand only)for 1BHK, Rs.80,000/- (Rupees Eighty thousand only) for 2BHK and Rs. 90,000/- (Rupees Ninety thousand only) for 3BHK by the allottee to the promoters. 100% shall be paid on Commencement of Flooring;
- b) Documentation & Incidental Charges:** Rs. 15,000/- (Rupees Fifty thousand only) in lumpsum for processing the documents and other incidental charges for Agreement for Sale & Deed of Conveyance which is payable 50% at the time of agreement for sale and balance 50% is to be paid to the Developer on the Date of Possession.



- c) Association Formation Charge:** The buyer shall pay to the Developer a lumpsum of Rs.5000/- (Rupees Five thousand only) towards forming of association of the Owners. The 100% of the Association Formation charges are to be paid to the Developer on the Date of Possession.

In addition to the Total Price, the Allottee shall also pay to the Developer, as and when demanded, the amounts as mentioned in the table below and collectively called "Extra Charges & Deposit", proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon

- a) Common Expenses/Maintenance Deposit:** Interest-free advance maintenance charges ("IFAMC") for payment of Common Expenses/Maintenance Charges, a sum of Rs.1.50/- (One Rupee and Fifty paise) @ per square foot per month, for 24 (Twenty-four) months to be calculated on the super built-up/ saleable Area is to be paid to the Developer on the Date of Possession.
- b) Nomination Charge:** In case of nomination made by the Buyer, the Buyer shall be liable to pay@ 2% of the Total Price or the Nomination Price whichever is higher towards Nomination Charges, is to be paid to the Developer at the time of Nomination.
- c) Legal Fees for Facilitation of Conveyance Charge, Stamp Duty, and Registration Costs:**
- i) *Legal fees of Advocates* (Legal Advisors), who will draw the Deed of Conveyance for registration of the flat and shall draw other legal documents. Legal Fees for the Facilitation of Conveyance shall be payable by the buyer at the time of Registration of the Conveyance Deed of the Flat to the Builder's Advocate. It will be decided later on. ii) *Stamp duty, registration cost/fees*, fixed miscellaneous expenses for registration, and all other charges, if any, shall be borne by the Allottee/Buyers and shall be paid 7 (seven) days prior to the date of registration of Conveyance Deed.

## **SCHEDULE-C**

### **PAYMENT SCHEDULE AND MANNER OF PAYMENT FOR THE ALLOTTEE(S)**

The Agreed Consideration mentioned in **Schedule-“B”** is to be paid to the Developer in the following manner:

<b>Sl No</b>	<b>Payment particulars Stage (Total 100%)</b>	<b>% of Payment</b>
1	Booking and Agreement	10% of Total Unit Consideration + 50% of Documentation & Incidental Charges + GST
2	On Start of Excavation for Foundation	10% of Total Unit Consideration + GST
3	On completion of the Ground Floor Roof	10% of Total Unit Consideration + GST
4	On completion of First Floor Roof	10% of Total Unit Consideration + GST
5	On completion of Second Floor Roof	10% of Total Unit Consideration + GST
6	On completion of the Third Floor Roof	10% of Total Unit Consideration + GST
7	On completion of the Fourth Floor Roof	10% of Total Unit Consideration + GST
8	On completion of Fifth Floor Roof	10% of Total Unit Consideration + GST
9	On Completion of Bricks work	10% of Total Unit Consideration + GST
10	On completion of Flooring	5% of Total Unit Consideration + 100% of Utility and Generator Back-up charges + GST
11	On offer for possession	5% of Total Unit Consideration + 50% of Documentation & Incidental Charges + Rest extra charges and deposit + GST

## **SCHEDULE - D**

### **SPECIFICATIONS**

<b>Foundation</b>	Raft – Strip/Isolated Foundation
<b>Structure</b>	RCC framed;
<b>Brick walls</b>	Red Bricks / Fly Ash Bricks
<b>Flooring</b>	<ul style="list-style-type: none"><li>• Living /Dining Room, Bedroom, Balcony: Vitrified tiles</li><li>• Kitchen and Toilets: Anti-skid Ceramic Tiles</li><li>• Ground Floor Lobby: Vitrified Tiles /Kota stone</li><li>• Typical Floor Lobby: Ceramic Tile</li><li>• Staircase: Kota finished tread</li></ul>
<b>Doors &amp; Frame</b>	<ul style="list-style-type: none"><li>• Main Door &amp; Bedroom Door: Wooden Frame with Commercial Flush Door with Accessories.</li><li>• Balcony Door: Aluminum Doors with glass panels</li><li>• Toilets Door: PVC Door</li></ul>
<b>Windows</b>	Aluminum Windows with glass panels & M.S Grill as per Design
<b>Wall &amp; Ceiling</b>	<ul style="list-style-type: none"><li>• Interior: Putty / Gypsum Plaster</li><li>• Exterior: Good quality Weatherproof Acrylic paint over plaster work</li><li>• Common Area: Paint finish</li></ul>
<b>Electricals</b>	<ul style="list-style-type: none"><li>• Concealed copper wiring and modular switches</li><li>• Sufficient light and power points.</li><li>• Television &amp; Telephone point in the living room</li><li>• Air Condition point:- Provision in one Bedroom for 1BHK &amp; 2 BHK Flats and in two Bedroom for 3 BHK Flat</li><li>• Geyser Point in the bathroom for one toilet in each flat</li></ul>
<b>Toilet</b>	<ul style="list-style-type: none"><li>• Concealed pipeline using standard material,</li><li>• Ceramic Dado tiles (up to Lenten/Door Level),</li><li>• CP fittings from a standard brand.</li><li>• Western Commode with Wash Basin of standard brand</li></ul>
<b>Kitchen</b>	<ul style="list-style-type: none"><li>• Counter with Granite/ Blackstone Top</li><li>• Ceramic Dado tiles wall cladding upto 2 feet over the Counter</li><li>• One stainless steel sink.</li></ul>
<b>Lift</b>	Automatic Lift/Elevator of standard make for eight passengers up to Roof level

## **SCHEDULE – E**

### **COMMON AREAS AND PORTIONS, AMENITIES, AND FACILITIES**

**(Applies to the present phase and all other phases in the future)**

- 1) Lobbies, passages, staircases, landings, and corridors of the said Building.
- 2) Driveways and internal paths and passages in the Said Land.
- 3) Lift, Lift pits, and lift machine rooms other equipment.
- 4) Common drains, sewers, pipes, and plumbing equipment.
- 5) Water supply from a deep tube well / Asansol Municipal Corporation (as per availability)
- 6) Common underground water reservoir.
- 7) Water Pump and motor and pump room (if any).
- 8) Overhead water tank in the said Building.
- 9) Wires, switches, plugs, and accessories for the lighting of common areas.
- 10) Septic Tank
- 11) Common toilets (if any)
- 12) Room for Security Staff (if any).
- 13) Common electrical wiring, meters, fittings, and fixtures for the lighting of common areas.
- 14) Boundary walls and Main Gate
- 15) HT / L.T. room/space
- 16) Electricity meter room/space
- 17) Generator room/ space (if any)
- 18) Firefighting equipment in the Buildings (if any)
- 19) Security surveillance System with CCTV and Camera at common areas
- 20) **Amenities and Facilities**
  - **Indoor Amenities at Ground Level**
    - Reception and waiting lobby with Visitor's Lounge
    - Association Office Room
    - Caretaker's Room
    - Extended Adda Zone
    - Pujari Room
    - Radha Krishna Temple
  - **Outdoor Amenities at Roof Level**
    - Dedicated space for community gathering with pantry & Toilet
    - Bonfire Zone
    - Children's Play Area
    - Adda Zones
    - Open Fitness Zone
    - Yoga and Meditation Zone
    - Roof top jogging track, adjoining 3 Towers of the project

## Annexure-I

### TYPICAL FLOOR PLAN OF RESIDENTIAL UNIT

Typical Floor Plan of the residential Flat/Apartment No. ...., Flat Type. .... BHK  
....T, situated on the ..... floor, in the project named "Devashilpi Ekam", Tower 3,  
Phase-I.

<b>Carpet Area</b>	<b><u>Sq. Ft.</u></b>
<b>Exclusive Area (EBVT)</b>	<b><u>Sq. Ft.</u></b>
<b>Net Area / Total Area</b>	<b><u>Sq. Ft.</u></b>
<b>Build-up Area</b>	<b><u>Sq. Ft.</u></b>
<b>Super Build-up Area</b>	<b><u>Sq. Ft.</u></b>

DRAFT

**Annexure-II**

**PROJECT LAND LAYOUT PLAN/ PHASES PLAN**

DRAFT

**RECEIPT**

RECEIVED of and from the within-named Purchaser(s)/ Allottee(s) the within-mentioned sum of **Rs. ....00 (Rupees .....)** only [Including GST] only being part of booking money through several cheques/drafts / electronic transfers on different dates as per the memo below:-

<b>From</b>	<b>Date</b>	<b>Mode of Payment</b>	<b>Bank Name and Branch</b>	<b>Amount (in Rupees)</b>
Purchasers	.....	.....	.....	.....00
Purchasers	.....	.....	.....	.....00
<b>TOTAL</b>				<b>.....00</b>

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **VENDOR / SELLER**

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **DEVELOPERS**

\_\_\_\_\_  
**SIGN AND DELIVERED**  
by the **PURCHASER/S**

**The Proportionate annual ground rent is payable to the Govt. of West Bengal through the B.L & L.R.O, Raniganj, Dist. – Paschim Bardhaman**

**IN WITNESSES WHEREOF** the Sellers, Developer / Promoter and the Purchaser as hereinabove mentioned, set their respective hands and signature unto this Indenture on the day, month and year first above written in presence of the following witnesses: -

This Deed has been printed in 47 Pages and in a separate sheet Photo & Ten Fingers Print given by the Parties, duly attested, being the part of this Deed along with all annexures.

**WITNESSES:**

**1.**

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **VENDOR / SELLER**

**2.**

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **DEVELOPERS**

Drafted and prepared  
by me as per documents  
produced before me and  
typed and printed in my office

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **PURCHASER/S**



#####  
DATED THIS DAY OF 20  
#####

BETWEEN

- 1) MR. MAHADEO SHAW
  - 2) MRS. URMILA DEVI BHALOTIA
  - 3) MR. AJAY KUMAR BHALOTIA
  - 4) MR. SACHIN KUMAR BHALOTIA
- ..... OWNERS

AND

M/S DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED  
..... DEVELOPER

AND

(1ST APPLICANT)  
&  
(2ND APPLICANT)  
..... PURCHASER(S)/ ALOOTTEE(S)

AGREEMENT FOR SALE  
UNIT NO. (Apt. No) ON THE (Floor No) FLOOR  
OF THE TOWER (Tower No.) MEASURING  
SUPER BUILT-UP AREA (SBU area in Sq. Ft)  
SQ. FT. IN DEVASHILPI EKAM