

THIS AGREEMENT FOR SALE made on this_____day of_____Two Thousand Twenty
_____ **BETWEEN MAHIMA VANIJYA PRIVATE LIMITED (PAN- AAGCM0497A)**, an existing
company within the meaning of the Companies Act, 2013, having its registered office at 3,Ichalabed,
Burdwan, P.S. & District Burdwan, Pin- 713103, represented by its Director **SRI PARIKSHIT
SUREKA (PAN**), son of Late Rajendra Kumar Sureka, working for gain at
3,Ichalabed, Burdwan, P.S. & District Burdwan, Pin- 713103, District North 24-Parganas,
hereinafter referred to as “the **DEVELOPER/ PROMOTER**”

(which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successor-in-interest and assigns) of the **FIRST PART AND (1) SRI PRABHAT RANJAN ROY (PAN-AGWPR8666D) Son of Jamini Ranjan Roy** .by religion Hindu, by occupation : Business, (2)**SMT. JHARNA ROY (PAN- AINPR3738B) Wife of Sri. Prabhat Ranjan Roy** , by religion Hindu, by occupation Business, Both are residing at Vill.- Khaja, Anrwar Berh, P.O.- Sreepalli, P.S.- Burdwan Sardar, District- Purba Bardhaman, Pin- 713103., both of them represented by their Constituted Attorney aforesaid **MAHIMA VANIJYA PRIVATE LIMITED (PAN-AAGCM0497A)**, represented by its Director **SRI PARIKSHIT SUREKA (PAN.....)**, son of Late Rajendra Kumar Sureka, working for gain at 3,Ichalabed, Burdwan, P.S. & District Burdwan, Pin- 713103 hereinafter jointly referred to as “the **OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, legal representative, administrator, successors, executor and assign) of the **SECOND PART AND _____ (PAN:_____)** residing at _____, hereinafter collectively called “the **ALLOTTEE(S)**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives and assigns) of the **THIRD PART**.

The Promoter Owners and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

WHEREAS THE PROMOTER DECLARES THAT:-

- A. The Owners are the absolute and lawful Owners of inter alia piece and parcel of land measuring about 7 cottah {more or less 5033 sq. ft.) under ward no 16, Mahalla Mirchoba, of Burdwan Municipality, P.S. Burdwan Sadar and Dist. Purba Bardhaman comprising of Mouza- Mirchoba, J. L. No. 33. L. R. Khatian No. 1013,1014, L..R. Plot No. 212, 225/ 584, Class- Bastu (hereinafter referred to as the “**Said Land**”) morefully and particularly described in the **SCHEDULE “A”** hereafter written. Te details of chain of title is mentioned in **SCHEDULE “F”** hereto.
- B. The said land is earmarked for the purpose of building a mainly commercials, residential project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as “**THE PRIME**”.
- C. The Owners by a Development Agreement dated 20th October, 2022 and duly registered with the Office of the Additional District Sub- Registrar Bardhaman in Book No. I, Volume No. 0203-2022, pages No. 273496 to 273560 having Being No 020310660 for the year 2022, duly appointed the Promoter to develop the said Land/Project on such terms and conditions as mentioned therein. The Owners also registered a General Power of Attorney which was duly registered at the Office of the Additional District Sub- Registrar Bardhaman in Book No. I, Volume No. 0203-2022, Pages from 277663 to 277681, Being No. 020310832 for the year 2022 appointing the Developer to do all the acts, deeds and things in relation to the said land/Project.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed and completed.

- E. The Bardhaman Municipality has granted the commencement certificate to develop the Project vide Sanction Building Plan approval dated 11.11.2022 bearing No. SWS-OBPAS/1201/2022/0930;
- F. The promoter has obtained the final layout plan, sanctioned plan and approvals for the project and also for the apartment, Flat or building and Commercial , as the case may be from Bardhaman Municipality. The promoter agrees and undertakes that it shall not make any major changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Promoter has register the project under the provisions of the Act with the **WEST BENGAL REAL ESTATE (REGULATORY) AUTHORITY** being registration No._____dated _____.
- H. The Allottee had applied for an apartment in the Project and has been allotted apartment no. having built up area of square feet, (Super Built up area Sq.ft.) on..... floor along with_____number of garage / covered parking, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the **SCHEDULE-A** and the floor plan of the said apartment is annexed hereto and marked as **SCHEDULE-B**);
- I. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The additional disclosures/details agreed between the parties are contained in the Schedule A.1 hereto;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking (if applicable) as specified in **SCHEDULE "A"** hereunder written.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

- 1.1. Subject to the terms & conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the [Apartment / Flat] as specified in **SCHEDULE 'A'** hereunder written.

1.2. The Total Price for the said Apartment and Appurtenances based on the Super built up area is Rs. (Rupees only) and present applicable Taxes of Rs. (Rupees Only) ("**Total Price**"):-

Consideration money for the Allottee's Designated Apartment with Car Park, if any as mentioned in the Schedule "A"	Rs...../-
Plus present G.S.T.	As per applicable
Total Rs/-

(Rupees.....) only

Explanation :

- (i) The Total Price above includes the booking amount will be paid by the allottee to the Promoter towards the said Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable to the Promoter, by whatever name called) upto the date of the Sale Deed or handing over the possession of the said Apartment to the allottee and the common area of the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/modification and allottee(s) undertake to pay the same.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of completion date, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee; unless increase is attributable to any or omission of the Allottee or unless increase is for the period prior to such completion/registration.

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of said Apartment includes recovery of price of land, construction cost, not only of the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, includes cost for providing initial infrastructure in respect of other facilities, amenities and specification to be provided within the said Apartment .

- 1.3. The Total Price is escalation free, save and except increases which the Allottee(s) 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 Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments: Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.
- 1.4. The allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments as agreed between the parties 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 Promoter.
- 1.6. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the building is complete and the occupancy certificate or partial Occupancy Certificate or such other certificate by whatever name called issued or granted by the Competent Authority. The Architect of the Project will verify in change of the carpet Area of the Project. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter.
- 1.7. Subject to para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the said Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Flat;
 - (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas as members of association. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff, Promoter and all persons permitted by the promoter etc., without causing any inconvenience or hindrance to them and as per rules made in this respect. It is clarified that the Promoter shall handover the common areas to the association of allottees after sale of major portion and after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the said Apartment includes recovery of price of land (proportionate share), construction of, not only the said Apartment but also, proportionately the common areas, internal development charges as per specifications, external development charges as per agreed specification, taxes, cost of providing electric

wiring, electrical connectivity area and installation to the said Apartment, lift, water line and plumbing, finishing with plaster of Paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas, includes cost for providing necessary facilities, amenities and specification to be provided within the said Apartment and the Project;

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his said Apartment, subject to the safety guidelines.

- 1.8. It is made clear by the Promoter and the Allottee agrees that the said Apartment along with allotted parking space shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the 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.
- 1.9. The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the said Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages if taken by the Promoter or encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Apartment and created by the promoter). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan (if taken by the promoter) and interest thereon before transferring the said Apartment to the Allottee(s), the Promoter 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.
- 1.10. The Allottee has paid a sum of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Flat as prescribed in the payment plan at Schedule C as may be demanded by the Promoter within the time and manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, (except in case of rebate in installments as above) the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/demand draft/banker's cheque /online/cash payment (as applicable)] in favor of **MAHIMA VANIJYA PRIVATE LIMITED** payable at Bardhaman .

3. COMPLIANCE OF 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 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE :

5.1. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

5.2. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the promoter as provided in the Schedule 'C' (Payment Plan).

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities attached along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter 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 under law and shall not have an option to make any variation/ alteration/modification in such plans, or modified plan other than in the manner provided under the Act, or this Agreement and breach of this term by the Promoter shall constitute a material breach of this Agreement.

Provided that nothing herein contained shall derogate or prejudice or effect the Promoter's rights and entitlements with regard to the matter connected to the plan and the addition / alteration thereof as contained in 1.6 hereinabove.

7. POSSESSION OF THE APARTMENT / FLAT:

7.1. Schedule for possession of the said Apartment/Flat – The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project within the 18 months with an additional grace period of Six months unless there is delay or failure due to war, flood, drought, fire, court cases or any order of statutory authority cyclone earthquake Covid-19 like situation, lockdown or any other calamity caused by nature affecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment.

Provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the Architect/Engineer shall offer in writing the possession of the said Apartment, to the Allottee(s) in terms of this Agreement. Promoter shall give possession of the Apartment/Flat to the Allottee if allottee paid all their dues and comply with obligations. Provided that, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate upon payment by Allottee stamp duty and registration charges, legal expenses. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be, after the issuance of possession certificate for the Project. The Promoter shall handover copy of the occupancy certificate of the Apartment/ Flat, as the case may be, to the Allottee at the time of conveyance of the same at the Allottees cost and expenses.

7.2.1. It is clarified that the Promoter shall be deemed to have duly complied with all its obligation in case the Promoter issues notice of completion to the Allottee(s) on or before the date mentioned in Clause 7.1. above and the allottee(s) shall be liable to pay the maintenance charges and other outgoings.

7.3. Failure of Allottee to take possession of Apartment/ Flat- Upon receiving a written intimation from the Promoter as per Para 7.2.1, the Allottee(s) shall take possession of the Apartment/ Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2.1 above.

7.4. **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Flat to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of Allottees or the competent authority, as the case may be as per the local laws.

Provided that, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the possession certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit some of the total amount paid by the allotment. The balance amount of money paid by the Allottee(s) (other than taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee(s) Within 45 days of such cancellation.

7.6. **Compensation** – The Promoter 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 and which defect was known to the Promoter and the Promoter had willfully not disclosed to the allottee, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Owners has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land with license to the Promoter to develop the Project thereon. The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and title of the Promoter/Owners in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any query with regard thereto.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Apartment and appertaining share in the Land, however for obtaining financial assistance and/or loans from bank financial institutions, NBFC's and other lenders, the promoter/ owner may already have created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charges in respect of the said land or any part thereof, and the allottee hereby consents to the same **Provided However that** at the time of the execution of the deed of conveyance/ transfer in terms hereof, the promoter assures to have the said apartment released from any such mortgage and/or charge, if any, with intent that the allottee, subject to making payment of all amounts payable hereunder or otherwise and complying with his other obligation herein, will be acquiring title to the said apartment free from all such mortgages and charges created by the promoter;

- (iv) There are no litigations effecting title of the said land pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment. If it is found then the Promoter at its own cost will contest the same and keep the Allottee fully indemnify.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter 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 said Apartment and common areas;
- (vi) The Promoter 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(s) intended to be created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee(s) and the common areas to the Association of Allottee(s) upon the same being registration or the Competent Authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the said Land;
- (xi) The Promoter 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 till the completion certificate has been issued and possession of the proportionate share attributed the said Apartment thereof till the period mentioned in the intimation to the allottee to the said Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the property is not Wakf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

- 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-
- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or extended by the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition which is

complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and Possession certificate or partial Completion Certificate, as the case may be, has been applied/issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a Promoter 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 Promoter under the conditions listed above provided the Allottee complies with his obligation under this Agreement, Allottee(s) is entitled to the following:-

- (i) Stop making further payments linked to construction milestones to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked;
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest as prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/ Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3. The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty, registration charges, legal expenses incurred by the allottee and shall be made out of the amounts received by the Promoter against Sale of said Flat to any other interested persons. The allottee shall at his/its own costs and expenses, execute all necessary documents required by the promoter in this regard :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/FLAT:

The Promoter, on receipt of Total Price of the Apartment/ Flat as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the said Apartment together with proportionate indivisible share in common the areas within three months from the date of issuance of the possession certificate, to the Allottee:

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice letter or to pay the total price and other dues to the Allottee, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and all other dues to the Promoter is made by the Allottee(s) and the Allottee shall also be deemed to be under condition of default under Clause 7.3 and 9.3 above. The Allottee shall be solely responsible and liable for compliance of the provision of Indian Stamp Act, 1899 including any action taken or deficiencies/penalties imposed by the competent Authority(ies).

10.1. OWNER'S CONFIRMATION :

The land Owners have been made parties to these presents to confirm the Allottee that the land owners shall join in as party to the Deed of Conveyance or transfer that will be executed and registered by the Promoter for sale of the said apartment in favour of the Allottee without claiming any consideration or additional consideration from the Allottee. The land owners obligation is limited to transfer of land comprised in the said premises, which may either be in favour of the Allottee individually or the Association of the Allottee as may be applicable.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the land comprised in the said land to be carried out in favour of the Association or else, then the deed of conveyance in respect of the Said Apartment shall also be executed and registered by the Promoter and the Owners in favour of the Allottee (i.e. the proportionate share in common areas and installations and/or the proportionate share in the land comprised in the said land , as applicable)

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Promoter shall structure the Association of allottees upon the issuance of the possession certificate of the Project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the said Apartment.

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 Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of completion certificate or handing over possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other persons or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority.

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

The Allottee hereby agrees to purchase the Apartment/Flat on the specific understanding that his/her right to use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by 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 APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Association of allottees and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ FLAT :

16.1. Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to comply with house Rules as per **SCHEDULE "G"** hereto maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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.

16.2. 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 façade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment 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 said Apartment.

16.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the Association of Allottees/Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That 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 Apartment/Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/Flat at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, modified plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment. Provided however in case if the Allottee desire to obtain any loan, Bank Finance by creating the said Apartment solely for the payment of the amount payable herein to the Promoter it is sole responsible for the Allottee to clear the same and Promoter shall not be liable for the same.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the promoter may already have created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charge in respect of the said land or any part thereof, and the Allottee hereby consents to the same Provided However That at the time of execution of the deed of conveyance / transfer hereof, the promoter assures to have the said apartment released from any such mortgage and/or charge, if any, with intent that the allottee, subject to his making payment for all the amounts payable hereunder and otherwise and complying with his other obligations herein, will be acquiring title to the said apartment free from all such mortgages and charges created by the Promoter.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment ownership Act 1972. The Promoter made compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Project, 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the said Apartment, with consent of the Promoter in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties or consented to by the Allottee and Promoter shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion with other facilities as mentioned which the carpet area of the said Apartment bears to the total carpet area of all the said Apartments in the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to each other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, in Bardhaman after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Bardhaman or Additional Registrar of Assurance Bardhaman . Hence this Agreement shall be deemed to have been executed at Bardhaman or wherever suitable by promoter.

30. NOTICES:

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

MAHIMA VANIJYA PRIVATE LIMITED	Allottee(s) name
Address: 3,Ichalabed, Burdwan, P.S. & District Burdwan, Pin- 713103.	Address.....

It shall be the duty of the

Allottee and the Promoter 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 Promoter or the Allottee(s), as the case may be.

31. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

32. GOVERNING LAW:

32.1. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

32.2. Any application, letter, allotment letter, agreement or any other document signed by the allottee, in respect of the apartment, Flat or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, Flat or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act, the rules or the regulations made thereunder.

33. DISPUTE RESOLUTION :

All or any dispute arising out of 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 discussions, between the Parties, failing which the dispute shall be settled through the Adjudicating Officer appointed under the Act. In case of the failure of the parties to settle dispute amicably the parties agree to refer such disputes to be settled under the provision of the Arbitration and Conciliation Act, 1996.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. **To be read with Clause 7.5** Without interest, and without any loss to the Promoter and only out of the amounts received by the Promoter against Sale of the said Apartment to any other interested persons. The allottee shall at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at **Bardhaman** in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

MAHIMA VANIJYA PRIVATE LIMITED,

SRI PARIKSHIT SUREKA
Director/Authorized Signatory

*Please affix
photographs
and sign
across the
photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners: (including joint buyers)

1. **SRI PRABHAT RANJAN ROY**
2. **SMT. JHARNA ROY.**

SRI PARIKSHIT SUREKA
Director for
MAHIMA VANIJYA PRIVATE LIMITED

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name
Address

(2) Signature _____

Name
Address

*Please affix
photographs
and sign
across the
photograph*

*Please affix
photographs
and sign
across the
photograph*

WITNESSES:

1. Signature _____

Name_Address _____

2. Signature _____

Name_Address _____

SCHEDULE 'A' ABOVE REFERRED TO:

1. **DESIGNATED APARTMENT: ALL THAT** the Residential Apartment being Unit No. _____ containing a carpet area of _____ Square Feet more or less (Super Built up area of _____ Square Feet more or less) total built-up area of Unit (including Balcony) of _____ Square Feet more or less on the _____ floor of the Project at the said land.

2. **SAID LAND :**

ALL THAT piece and parcel of land measuring about 7 cottah {more or less 5033 sq. ft.) under ward no 16, Mahalla Mirchoba, of Burdwan Municipality, P.S. Burdwan Sadar and Dist. Purba Bardhaman comprising of Mouza- Mirchoba, J. L. No. 33. L. R. Khatian No. 1013,1014, L. R. Plot No. 212, 225/ 584, Class- Bastu, butted and bounded in the following manner:

On the North- N.,H. 2

On the South :- R. S. Plot No. 225

On the East :- Sub Plot No. B/5

On the West :- Sub Plot No. B/2, B/3,L.R. Plot No. 225/584

2.1.1. **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

SCHEDULE-A-1**DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:**

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- a. **"This agreement"** shall mean the Agreement and Schedules all read together.
- b. **"Co-owners"** shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
- c. **"other exigencies"** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
- d. **"Scheduled date"** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.

- e. **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - f. **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common and shall also include the purposes of managing maintaining and up-keeping the Mechanical Parking System at the costs and expenses of the Unit holders taking parking facility at the Mechanical Parking System and until such time as such Unit Holders or two third majority of them decide to manage, maintain and up-keep the same installation
 - g. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - h. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 1 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment
 - 2 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.
 - 3 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered

and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allottee.

- 4 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 5 The Promoter duly explain and Allottee understand that as per law the extra F.A.R. is permissible apart from sanction plan and the allottee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Designated Apartment and Floor allotted to the allottee will remain unchanged.
- 6 The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Bardhaman Municipality and upon complying with the applicable provisions of the Act and/or Rules.
- 7 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.
- 8 The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 9 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner

and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment.

- 10 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 11 The Allottee admits and acknowledge that the Allottee has been duly made aware of the fact that the Space on the Ground floor level, which forms part of the common areas and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Allottees or the Maintenance company or the Maintenance In-Charge to persons who are not the residents of the said premises and the same is and shall be for the use and enjoyment of the Allottees/ residents of the building on subject to the rules regulations and by-laws governing the same from time to time.
- 12 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 13 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 14 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 15 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

- 16 The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 17 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 18 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Owners exclusively.

The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

- 19 The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule G hereto.
- 20 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the

Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

- 21 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 22 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations are required and to be transferred to the Association etc., then the Promoter and/or the Owner, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottees herein) proportionately and the Promoter and/or the Owner shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Owners fully indemnified with regard thereto.
- 23 The Allottee shall be and remain responsible for and indemnify the Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 24 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof.

25 AREA CALCULATION:

- 25.1 **Built-up Area:** The built-up area for the Designated Apartment or any other apartment shall mean the Carpet Area of such Designated apartment and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Designated Apartment /Balcony and

any other apartment /Balcony and the area covered by all other external walls, column, pillars of the such Unit/Balcony and also include 50% of the Plinth area of the attached terrace (if any) (including the area under the parapet walls, ducts, pillars, column, etc).

- 25.2 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment. Proportionate to the total area of the land proportionate to the total area of construction.
- 25.3 **Maintenance Chargeable Area:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area.
- 26 In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone.
- 27 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signages, sign boards etc., and on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Promoter and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- 28 The Project shall bear the name “**The Prime**” or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE-‘B’ ABOVE REFERRED TO:
FLOOR PLAN OF THE APARTMENT

SCHEDULE- ‘C’ ABOVE REFERRED TO:
(Payment Plan)
PART – I

Consideration money of the Allottee’s said Apartment with Car Park, if any as mentioned in the Schedule “A”	Rs/-
For Car Parking Space	Rs/-

Add: G.S.T.

Rs/-

Total Rs...../-

(Rupees) only

PART – II
INSTALMENT

Particulars	Flat
On Booking & Agreement	10%
On Completion of Plinth Area	25%
On Casting of Floor slab	30%
Upon Commencement of Brick Work	25%
On completion of Electricals	5%
On Possession	5%

Unpaid installments will carry 1.5% interest per month as well as price escalation would be applicable.

In addition to the above the Allottee(s) hereby also agrees to pay to the Promoter for extra/additional works and/or facilities to be done and/or provided as per requirement of the Allottee(s).

1.1 Taxes

1.1.1 G.S.T. (Goods and Service Tax) is being implemented and the Allottee agrees to pay the same as in case of any other taxes as may be imposed. However in case of any increase or decrease the same will be proportionately increase or decrease.

1.1.2 It is clear that apart from the above the Allottee shall be liable to pay any other taxes or imposition applicable to the Allottee.

1.2 Stamp Duty, Registration Charges, other Miscellaneous Expenses, drafting of Deed of Conveyance and Advocate Fees for registration of Conveyance.

1.3 Individual Electric Meter Deposits as per actual on demand.

1.4 Deposit for any other item in respect of which payment is to be made by the Allottee.

The amounts against the aforesaid Deposits shall be quantified by the Promoter at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objections whatsoever regarding the same.

SCHEDULE "D" ABOVE REFERRED TO:
(Common Expenses)

- 1. Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
- 2. Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.

3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

SCHEDULE "E" ABOVE REFERRED TO:

MANNER OF COMPLETION AND SPECIFICATION

1. **Structure:**
R.C.C. Framed Structure
2. **Walls:**
8" (Eight Inches thick Brick wall, 5" (Five inches) and 3" (Three Inches) thick Brick Partition Wall as and where required by the Developers with Cement Mortar.
3. **Floors:**
Vitrified tiles flooring as decided by the Developers.
4. **Doors:**
Flush doors. Water proof/PVC doors shall be provided in kitchen and toilet.
5. **Windows:**
Aluminum sliding windows.

6. Kitchen:

Platform and sink with top will be provided.

7. Toilet:

Vitrified floor with Glazed Tiles walls on all sides as decided by the Developers. CP fittings and sanitary ware.

8. Water Supply:

24 hours water supply from overhead tank to be filled up by Electric Submersible Pump from deep tube well.

9. Electrification:

Concealed wiring with 2 light, 1 fan and 5 amps. Plug point in each room. One 15 amps power plug in kitchen and AC point in master bedroom (if required) and a point for door bell. Cable point should also be provided. Extra points shall be charged extra.

10. Internal wall finish:

All internal wall and ceilings plastered and punned with plaster of Paris.

11. External wall finish:

Emulsion paint will be provided on Exterior Walls.

THE SCHEDULE "F" ABOVE REFERRED TO:
(Devolution of Title)

Short Description of title of Mouza – Mirchoba, P.S. Burdwan Sadar and Dist. Purba Bardhaman.

- B. Originality Sri PRABHAT RANJAN ROY S/O Jamini Ranjan Roy and Smt. JHARNA ROY W/O Sri Prabhat Ranjan Roy herein after referred as the said Owners owned the property by virtue of two Registered Deed of Sale executed by Sri Deb Narayan Nayek S/O Late Panchu Gopal Nayek vide Deed No. 4888 for the year 2006 and Sri Bhaskar Nayek S/O Late Panchu Gopal Nayek vide Deed No.4887 for the 2006 respectively and since then both the owners are absolutely seized and possessed the property by recording their names. In the L.R. R. O. R. under Khatian No. 1013 and 1014 respectively. The said owners had also made an application before the concern authority for conversions of the property and finally on 30.07.2007 the property had been converted from Saii Land to Bastu. The said Owners hereby declare that they have good and absolute right, title and interest in the said property without any claim or any right, title and interest of any other person or persons claiming through or under thertr. The said owners shall also have a good and marketable title free from all encumbrances and liabilities whatsoever enter into any agreement with the developer/promoter and he thus hereby agree to indemnify and keep indemnified the developer asainst any and every part or anv action of demand whatsoever to the contrary.
- ii) The property as referred herein above is absolutely seized and possessed by the present owners to the exclusion of other and without any encumbrances which herein above referred to as the "said property".
- C. By a Development Agreement dated 20th October, 2022 and duly registered with the Office of the Additional District Sub- Registrar Bardhaman in Book No. I, Volume No. 0203-2022, pages No. 273496 to 273560 having Being No 020310660 for the year 2022, in respect to **ALL THAT** piece and parcel of land measuring about 7 cottah {more or less 5033 sq. ft.) under ward no 16, Mahalla Mirchoba, of Burdwan Municipality, P.S. Burdwan Sadar and Dist. Purba Bardhaman comprising of Mouza- Mirchoba, J. L. No. 33. L. R. Khatian No. 1013,1014, L. R. Plot No. 212, 225/ 584, Class- Bastu

- D. The Owners have delegated the power to the Promoter which are duly executed and registered on 3rd November, 2022 before Additional District Sub- Registrar Bardhaman in Book No. I, Volume No. 0203-2022, Pages from 277663 to 277681, Being No. 020310832 for the year 2022
- E. The plan which has been sanctioned by Bardhaman Municipality has granted the commencement certificate to develop the Project vide approval dated _____ bearing no. _____.

SCHEDULE "G" ABOVE REFERRED TO:
(HOUSE RULES)

HOUSE RULES : The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. To use the Said Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. That unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.
3. In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay default.
 - ii) The Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - iii) The Allottee shall use the Parking Facility, only for the purposes of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two wheeler as the case may be.
 - iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whosoever.
 - v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Said Apartment nor vice versa, with the only exception being that the Allottee may

transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

- vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
 - ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
 - x) Any use of the Mechanical Parking System by the allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
4. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee or his family members or any other persons. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following :
 5. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage there from or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
 6. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
 7. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Said Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the said Apartment save that the Allottee shall have the right install window/split air-conditioners at the place/s provided therefor in the said Apartment.

8. To apply for and obtain at his own costs separate assessment and mutation of the said Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
9. Not to partition or sub-divide the said Apartment nor to commit or permit to be committed any form of alteration or changes in the said Apartment or in the beams, columns, pillars of the Said Buildings passing through the said Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
10. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings.
11. In case any Open Terrace be attached to any apartment then the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto.
 - i) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas etc.
 - ii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iii) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light there from disturbing others.
12. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
13. Not to install or keep or operate any generator in the Said Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the said Apartment is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.
14. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
15. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the

Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

16. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.
17. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
18. To allow the Maintenance In-Charge and its authorised representatives with or without workmen to enter into and upon the said Apartment at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the said Apartment within seven days of giving of a notice in writing by the Maintenance In-Charge to the Allottee thereabout.
19. To use the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owner and the Promoter and all other persons entitled thereto.
20. To keep the said Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the said Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.
21. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premia payable in respect thereof.
22. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the said Apartment and any other Unit in or portion of the Project.
23. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.
24. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waster therein or in the Common Areas and the said Land.

25. To maintain at his own costs, the said Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Bardhaman Municipality, WBSECB Limited, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the said Apartment as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
26. Not to alter the outer elevation or façade or colour scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.
27. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
28. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
29. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas etc.
30. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
31. To allow and permit the Promoter the following rights and authorities : -
 - i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/ suppliers/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such Owners/ suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
32. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings : -

- i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the said Apartment and Appurtenances directly to The Bardhaman Municipality and any other appropriate authority Provided That so long as the Said Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.
- ii) All other taxes land revenues, impositions levies cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-Charge and the same shall be paid by the Allottee wholly in case the same relates to the Said Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.
- iii) Electricity charges for electricity consumed in or relating to the Said Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.
- iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Said Apartment and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Apartment and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.
- vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or

for their respective units, wholly and if in common with the other Co-owners, proportionately to the Promoter the appropriate authorities as the case may be.

- vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 32.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-Charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Said Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.
- 32.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 32.3 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licensees and/or the Said Apartment.
- 32.4 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 32.5 The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

@@@@@@@@@@@@@@@@@@@@
DATED THIS DAY OF , 2023
@@@@@@@@@@@@@@@@@@@@

BETWEEN

MAHIMA VANIJYA PRIVATE LIMITED
....PROMOTER

AND

SRI PRABHAT RANJAN ROY
SMT. JHARNA ROY

....OWNERS

AND

.....

....ALLOTTEE(S)

AGREEMENT FOR SALE

NABANITA DEB ROY
Advocate
10, Kiran Shankar Roy Road,
Kolkata – 700 001.