

AMIT CHAKRABORTY, son of Asit Kumar Chakrabarti, by faith – Hindu, by Nationality & Citizenship– Indian, having **mobile no.8240243454** and having **PAN- AFLPC5198P** and having **AADHAR No. 397793119817** residing at Vivekananda Nagar, Madhyamgram, District- North 24-Parganas, P.O. Madhyamgram Bazar & P.S. Madhyamgram, West Bengal-700130 ; hereinafter referred to as the **OWNER**(which terms or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, nominee(s) and/or assigns) of the **ONE PART**.

-AND-

MKBD DEVELOPERS LLP, a Limited Liability Partnership Firm registered under a Limited Liability Partnership Act 2008, having its registered office at 15/2/1, Deodor Street, P.O. & P.S. Ballygunge, Kolkata- 700019 having its Income Tax **PAN: ABQFM4555K**, represented by its one of the designated Partner **SRI SANDEEP KOTHARI**, son of Late Mool Chand Kothari, by faith– Jain, by Occupation Business, having Income Tax **PAN: AGDPK5582G**, residing at 5, Allenby Road, Post Office – Lala Lajpat Rai Sarani, Police Station– Bhawanipur, Kolkata– 700020, hereinafter referred to as the **DEVELOPER**(which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **OTHER PART**.

-AND-

Mr./Mrs./Ms..... son/daughter/wife of,
Mr.....aged about Years, by faith-

Hindu, by nationality- Indian, residing at
 , (having **mobile no**.....
 and having **Aadhaar Card No**..... and having
PAN:.....), hereinafter called the **“ALLOTTEE”** (which
 expression shall unless repugnant to the context or meaning thereof
 be deemed to mean and include his/her heirs, executors,
 administrators, successors-in-interest & permitted assignees) of the
THIRD PART ;

[If the Allottee is a company]

_____, (CIN no._____) a
 company in corporate under the provisions of the Companies Act,
 [1956 or 2013, as the case may be], having its registered office at-----
 -----, (having **PAN:-----**), represented by
 its authorized signatory,-----, (Aadhaar no.....)
 duly authorized vide board resolution dated-----,hereinafter
 referred to as the **"ALLOTTEE"** (which expression shall unless
 repugnant to the context or meaning thereof be deemed to mean and
 include its successor-in-interest, executors, administrators and
 permitted assignees).

[OR]

[If the Allottee is a Partnership]

-----, a partnership firm registered under the
 Indian Partnership Act, 1932, having its principal place of business
 at-----, (having **PAN:-----**), represented
 by its authorized partner -----,(Aadhaar no.-----
 -----) authorized vide----- hereinafter referred to as the
"ALLOTTEE" (which expression shall unless repugnant to the
 context or meaning there of be deemed to mean and include its

successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms.-----Aadhaar no.-----
 --) son/daughter of ----- aged about-----
 -----years residing at-----
 (having **PAN:-----**), hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr.-----Aadhaar no.-----)
 son of ----- aged about-----
 -years for self and as the Karta of the Hindu Joint Mitakshara Family known as-----HUF, having its place of business/ residence at-----, (having **PAN:-----**), hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning there of be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The **OWNER, PROMOTER** and **ALLOTTEE** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS :

- A. The owner is absolutely seized and possessed of and/or well and sufficiently entitle to fee simple in possession of **ALL that** piece and parcel of land measuring about **8 cottah 1 chittack 11 sq.ft.** more or less comprised in R.S. & L.R. Dag No. 58,152 and 153 lying and situate at **Mouza- Guchuria**, P.S.- Madhyamgram, within the limits of Madhyamgram Municipality, A.D.S.R.- Barasat, within the limits of Madhyamgram Municipality under ward no. 18, Holding no.49, Baikuntha Deb Road 2nd Lane, District- North 24- Parganas, as morefully and particularly described in the **Part-I** of the **Schedule-A** hereunder written, hereinafter referred to as the said premises, absolutely and forever, free from all encumbrances and liabilities whatsoever.
- B. The Ownership of the Owner in respect of the Said Property is mentioned in the "Devolution of Title", morefully described in the **Part-II** of the **SCHEDULE-A** hereunder written. The name of the Owner has already been mutated his name in the Records of Madhyamgram Municipality under **Holding No.49**.
- C. The Said Property is earmarked for the purpose of development of the same by constructing multistoried buildings thereon containing self contained residential flat/ apartments.

- D. By an **Agreement for Development** dated **13th December 2021** registered at the office of the **A.R.A. IV Kolkata** and recorded in Book No.I, **Volume No.1904-2021 pages: 769311- 769354** being No.**16394** for the year **2021** made between the owner and the Developer, the owner has entrusted upon the Developer the right of Development of the said property, and the project shall be known as **“MCK TULIP”**("Project"); hereinafter referred to as the said Development Agreement.
- E. By a **Power-of-Attorney** dated 13th day of December, 2021 registered at the office of the Additional Registrar of Assurances- IV, Kolkata and recorded in Book No.I, Volume No. 1904-2021 pages:769355 to 769382 being No. 190416408 for the year 2021, **MKBD DEVELOPERS LLP** as his constituted attorney to carry out all works in terms of the Development Agreement dated 13.12.2021 for development of the said Property;
- F. 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 property on which Project is to be constructed have been completed; The **Madhyamgram Municipality** duly sanctioned the Building Plan submitted by the DEVELOPER herein being sanction Building Plan No.CON 22/MM/2022-2023 dated 04.06.2022; herein after referred to as the said building plan.
- G. The **Madhyamgram Municipality** has granted the commencement certificate to develop the Project vide approval dated **04.06.2022 bearing no.CON/22/MM/2022-23**.

- H. The Promoter has obtained the final layout plan approvals for the Project from **Madhyamgram Municipality**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the Act) and other laws as applicable;
- I. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority having Registration no. ;
- J. The Allottee has applied for an apartment in the Project vide application no.-----dated ----- And has been allotted apartment no.-----having Carpet Area/Built Up area/Super built up area ofsq.ft., type....., on -----floor in [tower/ block/ building] no. ("Building") along with-----garage/ closed parking no..... admeasuring.....square feet in the -----[**Please insert the location of the garage/ closed parking**], as permissible under the applicable law and of Pro-rata share in the common area as ("Common Areas") as defined under clause(n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**") as morefully and particularly described in the **Schedule-B** and the **Floor Plan** of the apartment is annexed hereto and marked as **Schedule-D**);
- K. At or before execution of this Agreement:
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- M. **[Please enter any additional disclosures/ details]**
- N. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- O. 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 in to this Agreement on the terms and conditions appearing hereinafter;
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter with the consent and concurrence of the Owner doth hereby agree to sell and the Allottee hereby agrees to purchase the **[Apartment]** and the garage/ closed parking (if applicable) as specified in paragraph

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Owner and the Promoter have agreed to sell to the Allottee and the Allottee hereby agrees to purchase, the **[Apartment]** as specified in paragraph-H;

The Total Price for the [Apartment] based on the carpet area is
 Rs.-----/- (Rupees-----) Only
 ("**Total Price**") (Give break up and description):

Block/ Building/ Tower no..... Apartment no..... Type..... Floor.....	Rate of Apartment per square feet

Break up of the amounts such as cost of apartment, proportionate
 cost of common areas, preferential location charges, taxes etc.

[AND] [if/ as applicable]

Garage/ Closed parking-1	Price for 1
Garage/ Closed parking-2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by
 the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid
 or payable by the Promoter by way of Value Added Tax,
 Service Tax, GST, CGST, if any as per law, and Cess or any

other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes: Pro-rata share in the Common Areas; and -----garage(s)/ closed parking(s) as provided in the Agreement.

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

competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in **SCHEDULE-C** ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee.

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

[applicable in case of an apartment] The Promoter shall confirm the final Carpet Area/Built Up area/Super built up area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the Carpet Area/Built Up area/Super built up area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area/Built Up area/Super built up area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date

when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next mile stone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common are as to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of[not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and

includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, 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 there for by such authority or person.

The Allottee has paid a sum of Rs...../-, (Rupees----- only) as booking amount being part payment towards the Total Price of the [Apartment] 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] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of MKBD DEVELOPERS LLP COLLECTION payable at Collection.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s)

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

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

4. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee under takes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE**

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

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed alongwith 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. 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 by the **Madhyamgram Municipality** and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/ PLOT

Schedule for possession of the said [Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on **31.12.2025** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee 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 **after deduction of 10%** the entire amount received by the Promoter from the allotment within 45 days from that date. After **deduction of 10%** amount refund, 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.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **90 days (3-months)** days of receiving the occupancy certificate of the Project.

Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment] 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] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the [Apartment] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount **i.e. Rs.1 lakh** paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

Compensation–

The **Landlord** shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable,

on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Owner] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carryout development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the[Apartment];

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the 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 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 created herein, may prejudicially be affected;
- (vii) The **Landlord** has not entered into any agreement for sale and or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee 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 Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or nominee or has any right, title and claim over the Schedule

Property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all government all 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;
- (xii) No notice from the Government or any other localbody 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 Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations

made thereunder.

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment].

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the

Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive **2 (Two) months** after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/

PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

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 5(five) years by the Allottee from the date of handing over possession.

It shall be the duty of the Promoter to rectify such defects without further charge, within 30(thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act **only if, there is no structure or layout change by the buyer.**

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] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance

charges, as determined and thereafter billed by the maintenance 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/ closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [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 **MCK Tulip** (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, **ev charging machine** and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of

allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause-12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The 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 of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. 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 association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ Plot]/ 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 has been approved by the competent authority (ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest

of the Allottee who has taken or agreed to take such [Apartment].

20. 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 alongwith 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 therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter here of 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, as the case may be.

22. **RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes. **In case of transfer of any third party promoter to receive extra 2% of total cost of the apartment amount for transferable fees.**

24. **WAIVER NOT ALIMITATION TO ENFORCE**

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

Failure on the part of the Promoter 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.

25. SEVERABILITY

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet Area/Built Up area/Super built up area area of the Apartment bears to the total Carpet Area/Built Up area/Super built up area area of all the Apartments in the Project.

27. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in-----
----- 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. Hence this Agreement shall be deemed to have been executed at-----.

29. NOTICES

That all 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:

_____ Name of Allottee
_____ (Allottee Address)

M/s. MKBD Developers LLP

15/2/1, Deodar Street, Kolkata-700019.

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, as the case may be.

30. 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 Allottees.

31. GOVERNING LAW

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

32. DISPUTERESOLUTION

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

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or in consistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

THE SCHEDULE-'A'**(PART-I)****(land)**

ALL that piece and parcel of land measuring about **8 cottah 1 chittack 11 sq.ft.** more or less comprised in R.S. & L.R. Dag No. 58,152 and 153 lying and situate at Mouza- Guchuria, P.S. Madhyamgram, within the limits of Madhyamgram Municipality, A.D.S.R.- Barasat, within the limits of Madhyamgram Municipality under ward no. 18, Holding no.49, Baikuntha Deb Road 2nd Lane, District- North 24-Parganas.

ON THE NORTH By: Partly house of Ashis Dam and Narayan Biswas;

ON THE SOUTH By: partly by municipal road partly house of Abhjit Dutta and Biplab Gayan;

ON THE EAST By: House of Nimai Biswas and Krishna Chattapadhyay and by Road;

ON THE WEST BY: house of Owner Amit Chakraborty;

(PART-II)**(Background of title)**

- i) One Sunita Rani Mitra in the year of 1957 by a Deed of Conveyance dated 20th February registered at the office of A.D.S.R. – Barasat, recorded in Book No.- 1, Volume no.- 20, Pages- 12 to 17 being no. 1279 for the year 1957 purchased all

that piece of parcel of land measuring about 8 cottah 10 chitak 25 sq. ft. under dag no. 58, Khatian No. 138.

The said Sunita Rani Mitra by a Deed of Conveyance dated 10th April 1961 registered at the office of A.D.S.R.- Barasat, Book no.- 1, Volume no.- 40, Pages- 237- 241 being no. 3844 for the year 1961 sold, transferred and conveyed unto in favour of Basudeb Chakraborty all that piece of Parcel of land measuring about 14 Satak under dag no. 58, Khatian no. 78, Mouza- Guchuria.

The said Basudeb Chakraborty by a Deed of Gift dated 3rd April 1990 and registered at the office of A.D.S.R.- Barasat, Book no.- 1, being no. 3404 for the year 1990 made gift unto in favour of Amit Chakraborty all that piece of Parcel of land measuring about 4 cottah 6 chitak 22 sq. ft. out of his 14 Satak of land under dag no. 58, Khatian no. 78.

After acquire of the said land the said Amit Chakraborty duly mutated his name in the records of B.L & L.R.O. under Khatian No. 2885

Thus the said Amit Chakraborty has become owner of land measuring about 7 satak of land equivalent to 4 cottah 6 chittack 22 sq. ft. under Dag No. 58

The said plot of land is recorded with the Madhyam gram Municipality under holding no. 49;

- ii) In respect of Dag no. 152 & 153, mouza- Guchuria, J.L.No.- 25, R.S. No.- 138, Touzi no.- 146 Khatian no.- 110, P.S.-

Barasat, District- North 24 Parganas measuring about 3 cottah 10 chhitak 34 sq. ft..

One Nirod Baran Datta in the year of 1967 by a Deed of Conveyance dated 12th May registered at the office of A.D.S.R. -Barasat, recorded in Book No.- 1, Volume no.- 90, Pages- 41 to 44 being no. 7052 for the year 1967 sold, transferred and conveyed unto in favour of Basudeb Chakraborty all that piece of parcel of land measuring about 3 cottah 15 chitak 30 sq. ft. under dag no.152 and 153;

Sri Gobinda Chandra Nandi in the year of 1967 by a Deed of Conveyance dated 12th May registered at the office of A.D.S.R. -Barasat, recorded in Book No.- 1, Volume no.- 93, Pages- 12 to 15 being no. 7054 for the year 1967 sold, transferred and conveyed unto in favour of Basudeb Chakraborty all that piece of parcel of land measuring about 3 cottah 12 chitak 7 sq. ft. under dag no.152 and 153;

The said Basudeb Chakraborty by a Deed of Gift dated 3rd August 1990 and registered at the office of A.D.S.R.- Barasat, Book no.- 1, Volume no.- 61, Pages- 41 to 50 being no. 3405 for the year 1990 made gift unto in favour of Amit Chakraborty all that piece of Parcel of land measuring about 3 cottah 10 chitak 34 sq. ft. out of his 5 Cottah 10 Chitak 31 sq. ft. of land under dag no. 152 and 153;

After acquire of the said land the said Amit Chakraborty duly mutated his name in the records of B.L & L.R.O. under Khatian No. 280;

Thus the said Amit Chakraborty has become owner of land measuring about **8 cottah 1 chitak 11 sq. ft.**

The said plot of land is recorded with the Madhyamgram Municipality under holding no. 49;

THE SCHEDULE-'B'
[APARTMENT]
GARAGE/ CLOSED PARKING
(IF APPLICABLE)

ALL THAT the residential FLAT/UNIT on the -----**Floor** of the BUILDING “-----”, measuring about**sq.ft.** Carpet Area/ Built Up area /**Super Built up area** more or less lying and situate on the **said premises** the proportionate share in the land comprised in the **said premises** attributable thereto TOGETHERWITH the proportionate share in all common parts portions areas and facilities.

THE ----- SCHEDULE ABOVE REFERRED TO:
(Common Parts And Portions)

SECTION-A

1. AREAS :

- i). Entrance and exit to the premises and the new building.
- ii). Durwans room, common toilet/urinals if any.
- iii). Boundary walls and main gate of the premises.
- iv). Staircases and lobbies on the floors including Ground floor.
- v). Entrance lobby, driveway except car parking space, electricity/utility/Generator/Pump/Motor/Office/Store

room(s) to be used by the service Company and/or its agents if any.

- vi). Lift, Lift wall/well, landings, chute, lift machinery rooms, staircases etc.
- vii). Overhead tank/ under ground Reservoir/ Deep tube well.

2. WATER, PLUMBING AND DRAINAGE :

- i) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Water supply systems.
- iii) All common plumbing installations for carriage of water (save only those as are within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).

3. ELECTRICAL INSTALLATION :

- i) Transformer, Switchgear, Air Circuit Breaker, Electrical wiring, WBSEB/CESC meters, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Lighting of the common portions.
- iii) Lifts with all accessories.
- iv) Generator, its installation and allied accessories.

4. OTHERS :

Such other common parts, areas equipments, installations, fittings, fixtures and spaces any other facility and/or amenity to be used in common in or about the premises and the buildings as are necessary for passage to and/or user of the

FLAT/ UNITS in common by the co-Owners excepting those which have been exclusively allotted to a FLAT/ UNIT Owner.

SECTION-B

(Those for which proportionate costs have been paid by the Buyers –

1. All cost towards internal electrifications such as installation of intermediate transformers, wiring, cabling and other installations connecting to individual buildings and as also towards common facilities like internal street/ passage lights, water pumps, fire and other emergency services. The electrical load capacity set to individual FLAT/ UNITS shall not exceed 4KW in case of a two bed roomed FLAT/ UNIT and shall not exceed 2KW in case of one bed roomed FLAT/ UNIT. The above costs however does not include the expenses and deposits payable to WBSEB/ CESC towards H.T. Line and its infrastructure for bringing power/ service line.
2. Lift, common light, pump, fan, tube light in common area.

THE ----- SCHEDULE ABOVE REFERRED TO :

(Amount Of Consideration)

The total amount agreed to be paid by the Buyers to the Vendor in terms of this Agreement are as follows :-

Rupees	<u>Lakhs</u>	Thousands	Hundreds	Tens	Units
For FLAT				-	-
For two wheeler/car parking	-	-	-	-	-

Total Amount :					
-----------------------	--	--	--	--	--

The aforesaid total sum of **Rs...../-** (Rupees -----
 --) only shall be paid in the manner hereinafter appearing.

DATE	<u>AMOUNT</u> Rs.
On Application	1 lakh + GST
On agreement (Including 1 Lac)	10% + GST
On Completion of Foundation	15% + GST
On Completion of 1 st Floor Slab Casting	10% + GST
On Completion of 2 nd Floor Slab Casting	10% + GST
On Completion of 3 rd Floor Slab Casting	10% + GST
On Completion of Roof Slab	10% + GST
On Completion Brick Work	12.5% + GST
On Completion of Outside Plaster	12.5% + GST
On Possession/Registry (Which ever is earlier)	10% + GST

THE ----- SCHEDULE ABOVE REFERRED TO:

(The Buyer/buyers shall pay the following amounts on or before
 taking over possession of the **FLAT/UNIT**)

- a) Towards security deposit for obtaining electric connection to the said FLAT/UNIT and proportionate deposit for the payment made to CESC/WBSEB for providing HT/ LT line transformer in the said premises.
- (b) Towards expense for formation for the HOLDING ORGANISATION including the equity share money.
- (c) If at any time the said Vendor shall be liable to make payment of any amount on account of statutory outgoing and/or impositions including sales tax, service tax, GST the Buyers shall be liable and agrees to make payment of the amount on account of such statutory outgoings and sales tax and service tax and has agreed to keep the Vendor indemnified against all actions suits and proceedings in connection therewith.
 - i) Towards expenses for payment towards municipal/B.L. & L.R.O. and other outgoings.
 - ii) Rs. 1.5/- per sq.ft. Towards Six months equivalent maintenance charges for common maintenance expenses.

Surplus, if any remains with the Vendor on account of the aforesaid payments the Vendor will hand over such surplus to the HOLDING ORGANISATION upon its formation provided there shall be no default on the part of the Buyers in making payment as mentioned herein above.

- iii) Electric Meter Application Rs.5000/- + GST.

- iv) Legal fees for preparation of Agreement for Sale of Rs.**7500/-** for preparation of Deed of Conveyance **Rs.7500/-** and miscellaneous expenses for registry.
- v) Transformer + common Meter + GST @ Rs.40/-.
- vi) Association Formation charges Rs.3,000/- + **GST.**
- vii) Electric Meter Deposit on Actual.

THE ----- SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS)

Foundation	:
Structure	RCC Frame Structure.
Exterior	To be finished with suitable paint.
Interior walls	Red Brick/AAC Blocks with Paris finish
Flooring	Vitrified tiles.
Typical floor lobby	Elegant lobby with Granite and ceramic tiles.
Staircase	Spacious staircase with combination of Granite and Ceramic Tiles.
Kitchen	Semi glazed ceramic tiles on floors. Glazed ceramic tiles up to 2 ft. above dado, Granite on

	cooking platform with stainless steel sink.
Toilet	Semi glazed ceramic tiles on floor and Glazed ceramic tiles up to 7 ft. height on wall.
Windows	Colour coated Aluminium windows.
Doors	Hardwood Frame flush door at main entrance with night latch, Flush door in bedrooms, PVC doors in bathroom.
Hardware	Hardware fittings of reputed make.
Electricals	Concealed insulated copper wiring with ISI marked switches. A.C. points in master bedroom, Geyser point in on bathroom, TV points in living/dining and master bed room. Telephone/Intercom/ in living/dining
Water supply	24-hours uninterrupted drinking water supply from deep tube well.

Plumbing	SWR (PVC) pipe for sewer, PVC pipes for drainage and rainwater, CPVC/PVC pipes for water supply and distribution.
Sanitary Fittings and Fixtures :	Ceramic Basins and water closet of reputed (conformed to ISI) brand, C.P. fittings of reputed make.

THE ----- SCHEDULE ABOVE REFERRED TO :
(User's Covenants/ Restrictions)

1. RATES AND TAXES:

The Buyers agree to use and to hold the said FLAT/ UNIT subject to the following covenants and conditions.

- i) To regularly and punctually make payments of the Municipal / Panchayet rates, taxes and other outgoings payable in respect of the said FLAT/ UNIT fully and proportionately for the common portion.
- ii) To regularly and punctually make payment of any fresh levies and impositions on account of rates and taxes payable for the common parts and portions of the said Building and/or HOUSING PROJECT.
- iii) To regularly and punctually make payment of the proportionate share of Service/ Maintenance charges to the Vendor and upon formation to the said HOLDING

ORGANISATION for rendition of common services and for maintenance of the common parts and portions.

- iv) To pay to the suppliers and indemnify the Vendor against and charges for electricity, telephone, water and other services consumed in the said FLAT/ UNIT including any connection charge and meter installations costs and rents.

2. REPAIRS:

- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said FLAT/ UNIT.
- ii) To replace from time to time the fittings and fixtures including water and electrical installations with the intent and object or keep the neighboring FLATs/ UNITs and/or to any part or portion of the buildings HOUSING PROJECT.

3. NOTIFICATION OF DAMAGE:

The Buyers shall forthwith notify the Vendor and/or upon formation, the HOLDING ORGANISATION, of any damage defect or malfunction which may occur in or to any part of the FLAT/ UNIT and/or the HOUSING COMPLEX, water pipes, gas pipes, electrical wiring, air conditioning duct or any other fittings and fixtures therein.

4. CLEANLINESS AND HYGIENE:

- i) The Buyers shall keep the said FLAT/ UNIT and/or every part thereof clean and hygienic and tidy and to keep all pipes, drains, basins, sinks and water closets clean and unblocked.

- ii) The Buyers shall collect and/or to remove all the rubbish whatsoever and to dispose them off in approved refuse bins.
- iii) The Buyers shall not throw refuse, rubbish, scrap, tins bottles, boxes, containers of any kind or any article or thing through or over windows or in any corridor or common part of the said premises expect in the proper bins receptacles or containers only.

5. INSURANCE:

The Buyers shall not permit or suffer to be done anything whereby the policy or polices of insurance on the building or the premises and/or the FLAT/ UNIT against loss damage by fire or other risks may be rendered void or void able or whereby the rate of premium thereon may be increased.

6. WAIVER OF DEFAULT:

- i) No condoning, excusing, overlooking, indulgence or forbearance by the Vendor of any breach of the Buyers' obligations herein shall operate as a waiver of the Vendor's right or in any way affect the Vendor's rights in respect of any continuing or subsequent breach by the Buyers of his/her/its obligations herein and no waiver by the Vendor shall be inferred from or implied by anything done or omitted by the Vendor but such waiver shall be expressly stated to be so in writing and signed by the Vendor. Any consent given by the Vendor shall operate as a consent only for the particular matter to which it relates and shall in no way operate as a waiver on release of any of the provisions herein nor shall it be construed as dispensing with the necessity of obtaining the

specific written consent of the Vendor in future unless expressly so extended.

- ii) In giving its consent on any matters hereunder wherein the consent of Vendor is required, the Vendor shall be at liberty to impose such conditions as it deems fit.

7. HOLDING ORGANISATION:

- i) To co-operate with the other co-Purchasers and the Vendor and also with the HOLDING ORGANISATION in the management and maintenance of the said buildings of the **HOUSING PROJECT**.
- ii) To observe the rules framed from time to time by the Vendor and upon the formation of the HOLDING ORGANISATION by such HOLDING ORGANISATION.
- iii) To use the said FLAT/ UNIT for residential purposes and not for other purposes whatsoever without the consent in writing of the Vendor.
- iv) To allow the Vendor or the HOLDING ORGANISATION with or without workmen to enter into the said FLAT/ UNIT for the purpose of maintenance and repairs within 48 hours prior notice in writing.
- v) To pay and bear the common expenses and other outgoings and expenses since the Possession Date and also the rates and taxes for the said FLAT/ UNIT and proportionately for the HOUSING PROJECT and/or common parts/areas and wholly for the said FLAT/ UNIT and/or make deposits on accounts

thereof in the manner mentioned hereunder to the Vendor and upon the formation of the HOLDING ORGANISATION to such HOLDING ORGANISATION. Such amount shall be deemed to be due and payable on and from the Possession Date whether physical possession of the said FLAT/ UNIT has been taken or not by the Buyers. The Buyers shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to the Vendor and upon formation of the HOLDING ORGANISATION to such HOLDING ORGANISATION.

- vi) To pay charges for electricity in or relation to the said FLAT/ UNIT.
- vii) Not to subdivide the said FLAT/ UNIT and/or the parking spaces if allotted or any portion thereof.
- viii) Not to do anything or prevent the Vendor for making further or additional legal constructions within 9 a.m. to 7 p.m. within any working day not withstanding any temporary disruption in the Buyers enjoyment of the said FLAT/ UNIT.
- ix) To maintain or remain responsible for the structural stability of the said FLAT/ UNIT and not to do anything which has the effect of affecting the structural stability of the building.
- x) Not to do or cause anything to be done in or around the said FLAT/ UNIT which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said FLAT/ UNIT or adjacent to the said FLAT/ UNIT or in any manner interfere with the use and rights and enjoyment

thereof or any open passages or amenities available for common use.

- xi) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour schemes of the exposed walls of the verandas lounge or any external walls or the fences of external doors and windows including grills of the said FLAT/ UNIT which in the opinion of the Vendor or HOLDING ORGANISATION differs from the colour schemes of the buildings or the PROJECT for deviation or which in the opinion of the Vendor may effect the elevation in respect of the exterior walls of the said building.
- xii) Not to install grills of any such design which have not been suggested and approved by the Architect.
- xiii) Not to do or permit to be done any act or thing which may render void or make void able any insurance in respect of the said FLAT/ UNIT or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xiv) Not to use the said FLAT/ UNIT or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering

Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

- xv) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- xvi) Not to park car on the pathway or open spaces or at any other place of the building/ HOUSING PROJECT at any other place except the space allotted to him/her/its.
- xvii) To abide by such building rules and regulations as may be made applicable by the Vendor before the formation of the HOLDIING ORGANISATION and after the HOLDING ORGANISATION is incorporated to comply with and/or adhere to the building rules and regulations of such HOLDING ORGANISATION.
- xviii) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the FLAT/ UNIT in the Building.
- xix) Children shall not play in the public halls, stairways or elevators.
- xx) No Buyers /Occupiers shall make or permit any disturbing noises in the building or do or permits anything to be done therein which will interfere with the rights comforts or

convenience of other occupiers. No occupier shall play upon or suffer to be played upon musical instruments or permit to be operated phonograph or radio or television, loud speaker in such the apartment if the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at anytime in order to reduce sounds emanating from an apartment.

- xxi) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors windows, terraces, and balconies thereof any dirt or other substances.
- xxii) No window guards, ventilators shall be used in or about the building excepting such as shall have been approved by the Architect.
- xxiii) Buyers shall install air conditioners only in the spaces specified by the Vendor and/or HOLDING ORGANISATION.
- xxiv) The passenger elevators in the building unless of the automatic type shall be operated only by employees of the Vendor / HOLDING ORGANISATION and there shall be no interference whatsoever with the same by Buyers or members of their families, or his guests or employees or sub-tenants.
- xxv) No vehicles, bicycles, scooters, shipping carts or similar vehicles shall be allowed in the passengers elevators except for wheel chairs meant for handicapped person(s) and baby carriages.

- xxvi) Water- closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same and damage resulting for misuse of any water closets or apparatus shall be make good by the FLAT/ UNIT Owner in whose apartment it shall have been caused.
- xxvii) No bird or animal shall be kept or harbored in the common areas of the Building. In no event shall animals be permitted on elevators or in any of the common portion of the Building unless accompanies.
- xxviii) No radio or television aerial shall be attached to or hung from the exterior of the Building.
- xxix) The agents of the Vendor/ HOLDING ORGANISATION and any contractor or workman authorized by the Vendor/HOLDING ORGANISATIOIN may enter in any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or others pests. If the Vendor/HOLDING ORGANISATION takes measures to control or examine carpet beetles within the Buyers Apartment or in any storage or other spaces in the Building occupied by the Buyers, the costs thereof shall be payable by the Buyers upon demand without any demur.
- xxx) Garbage and refuse from the apartment shall be deposited in such place in the building and at such time and in such

manner as may be directed by the Vendor/ HOLDING ORGANISATION.

- xxxii) No vehicles belonging to a Buyers or to a member of their family or guests, subtenant or a employee of a Lessee shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- xxxiii) These hours rules may be altered and or added and or amended or repeated at any time by the Vendor and after formation by the Syndicate/ Society/ Association after prior consultation with the Syndicate/ Society/ Association.
- xxxiiii) Until formation of such HOLDING ORGANISATION the Vendor shall manage and maintain the said Building and the common parts thereof.

8. THE BUYER/BUYERS AGREE THAT :

- i) The Buyers shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the EIGHTH SCHEDULE hereunder written at such rate as may decided and determined and apportioned by the Vendor to be payable from the Possession Date to the Vendor and upon formation and transfer of management of the Building to the HOLDING ORGANISATION such payments are required to be made without any abatement or demand.
- ii) The proportionate rate payable by the Buyers for the common expenses shall be decided by the Vendor/HOLDING ORGANISATION from time to time and the Buyers shall be liable to pay all such expenses wholly if it relates to the Buyers

FLAT/ UNIT only and proportionately for the Buildings as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor shall be conclusive and final. The Buyers shall not be entitled to dispute or question the same provided that the billing is unreasonable. In the event of the transfer of the management and administration of the said Building to the HOLDING ORGANISATION in terms of this presents the employees of the Vendor such as watchman, security staff, lift man etc. shall be employed and/or absorbed in the employment of such HOLDING ORGANISATION with continuity of service and on the same terms and conditions of employment with the Vendor and the Buyers shall not be entitled to raise any objection thereto and hereby consents to the same.

- iii) After the formation of the HOLDING ORGANISATION the Buyers shall pay such amounts for the aforesaid purpose as may be fixed and determined by the HOLDING ORGANISATION.
- iv) So long each FLAT/ UNIT in the said premises is not separately mutated, the Buyers shall pay the proportionate share of all rates and taxes accessed on the whole premises including the charges for electricity while in transmission to the Vendor from the Possession Date. Such proportion is to be determined by the Vendor on the basis of the area of such FLAT/ UNIT in the said Building.
- v) If the Buyers fail to pay the aforesaid expenses or part thereof within time as aforesaid the Buyers shall be liable to pay interest at the rate of 2% per month and further that if any

interest remain unpaid for sixty days, the Vendor or upon formation of HOLDING ORGANISATIONS such HOLDING ORGANISATION shall be at liberty to disconnect and/or suspend all common services attached to the Buyers' FLAT/UNIT such as water supply, electricity connections, use of lifts etc. till such dues with interest are paid and shall be liable to pay the common expenses for such suspension period as well as reconnection charges.

THE ----- SCHEDULE ABOVE REFERRED TO
(Maintenance Charges)

1. Repairing, rebuilding, repainting, improving or other treatments as necessary and keeping the Buildings and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the HOLDING ORGANISATION) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Keeping the ground floor generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs, trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road where necessary.
5. Repairing, rebuilding, repainting improving the Boundary Wall and the Gates of the HOUSING PROJECT.
6. Paying a fair proportion of the cost of clearing, repairing, instating any drains and sewers forming part of the HOUSING PROJECT.
7. Paying such workers as may be necessary in connection with the upkeep of the property.
8. Insuring any risks.
9. Cleaning as necessary the external walls and windows and (not forming part of any FLAT /UNIT) in the property as may be necessary keeping cleaned the common parts and halls passages landing and staircases and all other common parts of the Building.
10. Paying for security personnel.
11. Electricity charges for the common portions and common facilities.
12. Providing Cleaning or as necessary of the underground reservoirs, overhead water tanks of the areas forming parts of the HOUSING PROJECT

13. Operating maintaining and (if necessary) renewing the lighting apparatus at the common areas from time to time and providing such additional lighting apparatus as the HOLDING ORGANISATION may think fit.
14. Maintaining and operating the lifts.
15. Providing and arranging for the emptying receptacles for rubbish.
16. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Buildings of the HOUSING PROJECT or any part thereof excepting in so far as the same are the responsibility of the individual Owners / occupants of any FLAT /UNIT.
17. Executing such works as may be necessary for complying any notice served by a local authority so far as the same is not the liability of or attributable to any FLAT /UNIT.
18. Generally managing and administering the development and protecting the facilities and HOUSING PROJECT amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the FLAT /UNITs.
19. Employing qualified accountants for the purpose of auditing the accounts in respect of the maintenance expenses and

certifying the total amounts thereof for the period to which the accounts relate.

20. Complying with the requirements directions of any competent authority and with the provisions of all statutes and all regulations/orders and by laws made there under relating to the buildings excepting those which are the responsibility of the Owner /occupier of any FLAT /UNIT.
21. Paying for salaries of staff of HOLDING ORGANISATION and complying with all relevant statues and regulations and orders there under and employing suitable persons or Firm to deal with this matters.
22. The provision for maintenance and renewal of any other equipment and the provisions of any other service which in the option of the HOLDING ORGANISATION it is reasonable to provide.
23. In such time to be fixed annually as shall be estimated by the HOLDING ORGANISATION (whose decision shall be final) to provide a reserve fund for items of expenditure be or expected to be incurred at any time.
24. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the HOLDING ORGANIATION for the Owners of the FLAT /UNITs and shall be only applied in accordance with unanimous or majority decisions of the members of the HOLDING ORGANISATION and with the terms of this SCHEDULE.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at------(city/ town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including joint buyer)
(1) _____
(2) _____

Please
affix
photogr
aph and
sign

Please
affix
photogr
aph and
sign

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:
1) (Authorized Signatory)

Please
affix
photogr
aph and
sign

WITNESSES:

1. Signature _____ Name –
Address _____
2. Signature _____ Name–
Address _____

MEMO OF CONSIDERATION

RECEIVED from the within named ALLOTTEE(S) a sum of Rs...../- (Rupees -----) only being the advance money and part consideration money as per Memo below:

Dated	Drawn on	Total Flat Amount (In Rs.)	Total GST Recd Against payment (in Rs.)	Amount (in Rs.)
	Total :			

(Rupees -----) only.

WITNESSES :

1)

SIGNATURE OF Vendor/Developer
Represented by its Director

2)

DATED THIS DAY OF 2023

-BETWEEN-

AMIT CHAKRABORTY

OWNER

-AND-

MKBD DEVELOPERS LLP

DEVELOPER

-AND-

ALLOTTEE/BUYER

AGREEMENT FOR SALE