

ANNEXURE 'A' [Seerule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 20_____,

By

and Between

SMT. KRISHNA ROY CHOWDHURY (BASU) W/o Sri Samir Kumar Basu

PAN – AGRPB9627R, Aadhar No. – 806292189211 By Occupation – House Wife

Of Tantigeria, P.O. – Midnapore, P.S. – Kotwali, Dist. – Vidyasagar University, PIN – 721102, by Faith – Hindu,
Nationality – Indian, represented by their Constituted Attorney, Modern Builders, a Proprietorship firm registered
under the Indian Partnership Act, 1932, having its principal place of business Having office at Pragati
Complex, P.O. – Midnapur, P.S. – Kotwali Dist. Paschim Medinipur

.(**SRI ANKUR LODHA** S/o Late Kamal Kishore
 lodha Resident of Vill. - Salboni P.O. – Salboni, P.S.
 – Salboni Dist.– Paschim Medinipur, PAN –
 ABYPL1796PAadhar No. - 516354993115

Development Power of Attorney on 18.08.2020 being No. 2664/2020 registered before ADSR, Midnapur in favour of the DEVELOPER.

hereinafter called the "OWNER" (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 assignee's)

AND

Modern Builders, a proprietorship firm registered under the Indian Partnership Act, 1932, having its principal place of business at Pragati Complex, P.O. – Midnapur, P.S. – Kotwali Dist. Paschim Medinipur, represented SRI ANKUR LODHA hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignee's, including those of the respective partner).

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar 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 _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expressions shall unless repugnant to the context or meaning thereof 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.

_____, (Aadhar no. _____) son/daughter of _____
 _____, aged about _____, residing at _____, (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. _____, (Aadhar no. _____) son of aged about _____
 or self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /
 residence at _____, (PAN _____), hereinafter referred to as the
 "Allottee" (which expression shall unless repugnant to the context or meaning thereof 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 assignee's).

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

The Owner,
 Promoter and Allottees shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Promoter has represented to the Allottee that:
 The Owners/ First Party is the absolute and lawful owner of piece and parcel of land measuring 0.1253
 Acre equal to 5461 Sq.ft. under R.S. Plot Nos. – 233 (old) & 234 (old) corresponding to L.R. Plot Nos. 271 & 270
 respectively within Mouza – Tantigeria, J.L. No. – 151 within P.S.- Kotwali, Dist.- Paschim Medinipur, West Bengal,
 ("Said Premises") vide being No. 9705/1975 Dt. 01.11.1975. Mother of the OWNER FIRST PARTY
 transferred the '**Said Property**' in favour of the OWNER/FIRST PARTY by a registered Deed of
 Gift being No. 5893/1985 Dt. 18.11.1985. The OWNER/FIRST PARTY has got her name mutated
 with the State of West Bengal and with the Municipality and has got the property converted to
 Bastu and has also got Land use compatibility Certificate issued by the MKDA and she is in
 exclusive possession of the same in assertion of her exclusive right, title and interest therein;
- i. The Owner and the Promoter have entered into Development Agreement Executed on 22.07.2020 Being No.
 2152/2020 registered before ADSR, Midnapur. The construction will be Multi Storied Building . According to
 such development agreement the unit hereby agreed to be sold falls within the developer's allocation. The Vendor
 has also executed and registered a Development Power of Attorney on 18.08.2020 being No. 2664/2020
 registered before ADSR, Midnapur in favour of the DEVELOPER.
- (i) The Said Premises is earmarked for the purpose of building a residential project, comprising
 multistoried apartment buildings and the said project shall be known as '**Vinayak Enclave**' ("Project");
- B. 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 Premises on which Project is to be constructed
 have been completed;
- C. The Promoter have duly intimated the Midnapore Municipality about commencement of the Project vide
 its letter dated _____;

- D. The Promoter has obtained the final layout plan approvals for the Project from Midnapore Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. _____; on _____ under registration
- F. The Allottee had applied for an apartment in the Project vide application no. dated _____ And has been allotted apartment no. _____ on the _____ floor, having carpet area of _____ (_____) square feet more or less being more particularly described in **Schedule B** below and the floor plan of the apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure "1" ("**Said Apartment**") in the Project together with the right to park in the parking space/s bearing parking space no _____ more particularly described in Schedule B below (**Said Parking Space**) and together with pro rata share in the common areas of the **Project (Share In Common Areas)**, the said common areas of the Real Estate Project being described in **Schedule E below ("Common Areas")**. The Said Apartment, and Said Parking Space, the Share In Common Areas, collectively described in Schedule B below (**collectively " Said Apartment And Appurtenances"**).
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the Mutual rights and obligations detailed herein;
- H. The Parties here by confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- I. 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;
- J. 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 Appurtenances being collectively described in Schedule B;
- K. The Allottee upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said building and has agreed that the Allottee shall neither have nor shall claim any right, title or interest whatsoever or howsoever over and in respect of any portion of the Said Building save and except the Said Apartment.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee _____ and the Allottee hereby agrees to purchase, the Apartment as specified in **Schedule B** below;

The Total Price payable for the Said Apartment And Appurtenances is more particularly mentioned in **Schedule C** below.

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 promoters 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 15 (fifteen) 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. **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottees on the consideration payable to the Promoter and the same shall be deposited by the Allottees to the concerned authority within the time period stipulated under law and the Allottees shall provide proper evidence thereof to the Promoter within 15 (Fifteen) days of such deduction. If such deposit of TDS is not made by the Allottees 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 Allottees under this Agreement and the amount thereof shall be treated as outstanding.
- v. 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/ Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government 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/Local Bodies/Government, 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.
- vi. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- vii. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 2% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted loan Allottee by the Promoter.
- viii. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoter at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** in respect of the Said apartment without the previous written consent of the Allottees as per the provisions of the Act 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.
- ix. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee firstly by deducting the same from any dues with the Allottee and if no such dues are found then on registration of the Said Apartment. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.2. Subject to the terms contained in this agreement, the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Apartment And Appurtenances 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 of the Project (described in Schedule E below). Since the share / interest of Allottee in the Common Areas of the Project 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 / Whole Project shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall, subject to the terms contained in Schedule F below, hand over the Common Areas of the Project (described in Schedule E below) to the association of allottees, after its formation and registration as provided in the Act ;
- iii. That the computation of the price of the Apartment includes price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, 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 with in the Project.

- 1.3. It is made clear by the Promoter and the Allottee agrees that the Said Apartment along with the Parking (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Premises 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, namely „**Vinayak Enclave**“ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

- 1.4. The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing 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 outgoing 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.
- 1.5. The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances 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 Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] 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 prevailing prime lending rate of state Bank of India plus two percent per annum.

2. PAYMENTS:

- 2.1. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottees 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 /to the account of the promoter payable at Midnapore.
- 2.2. In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ financial institution.
- 2.3. The timely payment of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottees as stated at Clause 31 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottees, and non-receipt thereof by the Allottees shall not be a plea or an excuse for nonpayment of any amount or amounts.
- 2.4. In the event of delay and/or default on the part of the Allottees in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottees, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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, 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 the 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.

- 3.2. 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 of the Allottees against the Said Apartment And Appurtenances, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes 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 Said Apartment to the allottee and the common areas of the Project to the association of the allottees, upon its formation and registration. Similarly, the Allottees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT AND COMMON AREAS FACILITIES & AMENITIES

- 6.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the Payment Plan, floor plans, layout plans and the specifications, amenities and facilities as provided in 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. 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 Midnapore 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. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications.
- 6.2. The Allottees agree, accept and confirm that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause: -
- 6.2.1. The Allottees are aware that he/she/it/they shall only be permitted to use the Common Areas in the Project including Amenities (specified in Schedule E below) in common with other allottee/s and users in the Project and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottees are also aware that the Promoter may designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component and

shall not be available to the Allottees or any other allottees/occupants of apartments/flats in the Project.

6.2.2. The Allottees shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Building and/or the Project and/or the Other Residential Component.

7. POSSESSION OF THE APARTMENT:

7.1. **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the allottees is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Apartment on **31st December 2027** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the project or any further delay(s) beyond the control of the Promoter due to epidemic, pandemic, quarantine restriction, state or nationwide lockdown, including any future disruptions due to the coronavirus disease or other circumstances deemed by the Authority to be force majeure events ("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 the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, 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 obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Allottees. However, if the Said Apartment is made ready prior to the Completion Date, the Allottees undertake and covenant not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, the customer is required to pay any stamp duty, registration fee, legal fees, other expenses, etc., (over and above the one to be paid by the Allottees for registration of the said Apartment) which becomes payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottees herein) proportionately and the Promoter and/or the Owners shall not be liable therefor in any manner whatsoever and the Allottees and the other allottees shall keep the Promoter and the Owners fully indemnified with regard thereto.

7.2. **Procedure for taking possession** – The Promoter, upon obtaining the Completion Certificate/ partial completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in form of his Agreement (**Possession Notice**) to be taken within 2 (Two) months from the date of issue of such notice and the Promoter shall give possession of the Said Apartment to the Allottee subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure or fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges (as provided on Schedule G below) 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 after receiving the Completion Certificate/ partial completion certificate of the Project.

7.3. **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2 above, the Allottees shall take possession of the Said 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 Said

Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 above, such Allottees shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

- 7.4. **Possession by the Allottee** – After obtaining the completion certificate and handing over physical possession of the Apartments 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 upon its formation and registration or the competent authority, as the case may be, as per the local laws.
- 7.5. **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act; Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount 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.
- 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, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the 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 Completion date specified herein; or (ii) due to discontinuance of his business as a Promoter 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 the Promoter in respect of the Apartment, with interest at the rate specified in the Rules within 45 days of its becoming due ; 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 here by represents and warrants to the Allottee as follows:

- i. The Owner has absolute, clear and marketable title with respect to the Said Premises and the requisite authority and rights to carry out development upon the Said Premises and absolute, actual, physical and legal possession of the Said Premises for the Project;

- 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 Premises or the Project;
- iv. There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Apartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Said 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 Premises, Building and said Apartment and common areas of the Project till the date of handing over of the Project to the association of allottees;
- 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 Promoter has not entered into any agreement for sale and/or any other agreement/ arrangement with any person or party with respect to 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 hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottees and the common areas of the project to the Association of the Allottees, upon the same being formed and registered;
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or nomin 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 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 irrespective of possession of apartment along with Common Areas of the Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government or 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 Premises and/or the Project;
- xiii. That the property is not Waqf 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. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in clause 7.1. For the purpose of this clause, 'ready to move in possession' shall mean that the said apartments shall be in a habitable condition which is complete in all respects;
 - 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 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 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 Allottees under any head whatsoever towards the purchase of the apartment, along with interest at the rates specified in the Rules within forty-five days of receiving the termination notice, subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

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 Said Apartment.

9.3. The Allottees 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 2 (Two) 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 rates specified in the Rules.
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and forfeit the entirety of the booking amount paid for the allotment and this agreement shall thereupon stand terminated. Upon execution / registration of the deed of cancellation in respect of the Said Apartment and Appurtenances, the Promoter shall refund the Allottee the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Total Price of the Said Apartment and Appurtenances along with all other charges as demanded by the Promoter (as provided in Schedule C under the Agreement) from the Allottees, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottees.

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 the possession of the Said Apartment and subsequently the 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) and further the Allottees shall be bound by its obligations as more fully mentioned in this Agreement.

In this regard it is clarified that in addition to the Total Price, the Allottees shall make payment of legal fees for drafting of this Agreement and all such further documents. Such fees along with Stamp duty/registration fees and fixed miscellaneous expenses for each registration and all other fees and charges, if any, shall be borne by the Allottees and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoters 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 upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottees (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in Schedule G below ("**Common Expenses/Maintenance Charges**").

12. DEFECT LIABILITY

- 12.1. 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 2 (two) years by the Allottee from the date of obtaining completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 60 (Sixty) 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.
- 12.2. The Promoter hereto declare that upon delivery of the possession of the Apartment to the Apartment owners, the liability of the external maintenance like repairing or colouring et cetera of the said Building shall be upon the Apartment Owners and/or Association, as the case may be. The Promoter shall not have any liability to maintain internal pipeline or internal electric line and shall not have any liability regarding sweeper. The Promoter shall have the liability to maintain the outside and common pipeline. But if the common pipeline or the outside pipeline is blocked by any of the Apartment owners due to throwing of choking substance or hazardous substance by the respective Apartment owners and in such circumstances the respective Apartment owners shall have to bear the cost of the maintenance and the cost of clearing the choking substance.
- 12.3. The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- i. It is clarified that the Promoter shall not be liable for any such defects if the same has been caused by reason of the default and/or negligence of the Allottees and/or any other allottees in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottees and/or any other allottee/person in the Project.
 - ii. If there are changes, modifications or alteration in plumbing pipes and/or fittings and/or fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - iii. If there are changes, modifications or alteration in electrical lines and/or wiring's after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wiring's that have developed directly or indirectly due to such changes, modifications or alterations;
 - iv. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- v. If the Allottee executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment or by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- vi. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained;
- vii. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Portions and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- viii. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- ix. Cases of Force Majeure

Notwithstanding anything herein-before contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of all its obligations regarding the same.

The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Said Apartment/Building includes minor hairline cracks and/or deflection on the external and internal walls, joint of walls, columns (might be due to but not limited to different materials having different coefficient of expansion and contraction) which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect/Engineer of the said building, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed, the cost of which to be borne by the Allottee.

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 including amenities shall be subject to timely payment of total maintenance charges, as determined by the promoter (until formation of the association of allottees) 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 of the project and parking space for providing necessary maintenance services and the Allottee agrees to permit the 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 Parking and Service Areas: The parking and service areas if any as located with in the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, under ground water tanks, pump rooms, maintenance and service rooms, fire fighting 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 parking 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

16.1. Subject to Clause 12 above, the Allottees 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 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 addition to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to, 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 / facade of the Said Building or anywhere on the exterior of the Said 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 Said Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Apartment.

16.3. The Allottees 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 damage arising out of breach of any of the afore said conditions.

16.4. In addition to the aforesaid, the Allottees hereby agree to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule F** below.

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/ 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 and save as expressly provided in this Agreement.

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. APARTMENT OWNERSHIPACT

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 showing compliance of various laws/regulations as applicable in the Said Act.

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 herewith 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, 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 here under in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intent and purposes.

25. WAIVER NOT A LIMITATION 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 [Schedule C] 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.

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 shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with

Other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

28. FURTHER ASSURANCES

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

30. 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 Courier or Registered Post at their respective addresses as mentioned in this Agreement or through e-mail or WhatsApp.

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.

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 Allottees.

32. 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 the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms there of 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.

[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. NOMINATION BY ALLOTTEE WITH CONSENT

The Allottee admits and accepts that before the execution and registration of conveyance deed of the Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement only with the written consent of the Promoter (which consent the

Promoter may refuse to grant without assigning any reason whatsoever) on payment of Rs. 100/- (Rupees One hundred only) per square feet on super built up area plus GST as Nomination Charge to the Promoter or such other fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

- i. The Allottee shall make payment of all dues in terms of this Agreement, up to the time of nomination and the Promoter shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;
- ii. The Allottee cannot sell and/or nominate the Apartment to and in favour of any third person before the expiry of a period of 12 (twelve) months from the date of this Agreement ("Lock-in Period").
- iii. The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv. The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
- v. Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Buyer to be observed fulfilled and performed;
- vi. It is clarified that any change in the control or ownership of the Allottee (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
- vii. The Allottee admits and accepts that the Allottee shall not nominate or assign the rights under this Agreement save in the manner indicated above. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a transfer unless such joint Allottee is a mother or father or spouse or child of the original Allottee. Any nomination/transfer/made in contravention/ violation of conditions mentioned herein, shall be void ab-initio.

35. To Be Read with Point no 7.5:

Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances, the Promoter shall refund to the Allottees, the balance amount, if any of the paid-up Total Price subject to deduction of interest on any overdue payments, brokerage/referral fees, administrative charges and exclusive of any indirect taxes, stamp duty and registration charges. The Allottees shall, at his own costs and expenses, execute all necessary cancellation related documents required under the Law.

Upon the termination of this Agreement, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

SCHEDULE A

(Said Property/ Project)

All THAT Piece and Parcel of Land measuring 0.5472 (Point Five Thousand four hundred and seventy two) Acre more or less, contained in R.S. Dag no. 223/361, Khatian no. 876, situate lying at Mouza - Rangamati, J.L.No.-150, situated at Holding No. 548 / 239, ward no. 20, Rangamati, Midnapore, Dist: Paschim Medinipur, P.S. Kotwali, P.O -Midnapore, West Bengal butted and bounded as follows:

On The North : **House and Land of Bajranglal Agarwala**
On The East : **By Government Road**
On The South : **Land of Girdharilal Gupta**
On The West : **Land of Girdharilal Gupta**

SCHEDULE „B“

(Said Apartment And Appurtenances)

(a) The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less in the Said Project (namely Vrindaban Gardens). The layout of the Said Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure “1 ”;

(b) The Said Parking Space, being the right to park(.....) medium sized car bearing parking space no., admeasuring (.....) square feet, in the Said Project; and

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule E below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

SCHEDULE „C“

(Payment Plan)

The Unit Price (excluding Goods & Service Tax) for the Said Apartment based on the carpet area is Rs _____/- (Rupees: _____) and part of the Extra Charge so far computed is Rs. _____/- (Rupees _____) and the Goods and Service Taxes is Rs. _____/- (Rupees _____) aggregating to Rs. _____/- (Rupees _____) ("**Total Price**").

The Allottees, in terms of the table below, shall pay to the Promoter the entirety of the Extra Charges as and when demanded, with GST and other Taxes, if any, thereon:

(i) Electricity : obtaining HT/LT electricity supply from the supply agency, which is Rs. 100/- per square feet (Rupees One Hundred) per square feet, based on the carpet area of Said Apartment, to the Promoter.
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(ii) Generator : stand-by power supply to the Said Apartment from diesel generators, Rs.25000/- (Rupees Twenty Five Thousand) per 1 (one) KVA, to the Promoter
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In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Advance Maintenance Charges - This amount is payable against 24 (twenty four) months advance maintenance charges for the Said Apartment at such rate to be decided by the promoter; to be paid as per the notice of possession.
- (b) Electricity Meter for Common Areas : Cost of Electricity Meter, security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter
- (c) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (d) Charges for mutation and separate assessment of the Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation;
- (e) Betterment Charges or other levies as may be imposed or charged by any Government Authorities or Statutory Bodies on the said Project or the said Apartment or upon its transfer.
- (f) Association Formation Charges - Rs. 5000/- to be paid by the Allottee

The Allottees shall make the payment of the Total Price as per the below-mentioned payment plan.

Sl. No	Stage of Payment	Amount/ %
1	On Booking	10% of the Total Price+ Applicable Tax
2	On or before Execution of Agreement	10% of the Total Price+ Applicable Tax
3	On commencement of Foundation work	20% of the Total Price+ Applicable Tax
4	On Completion of Ground floor roof casting	10% of the Total Price+ Applicable Tax
5	On Completion of 2nd floor roof casting	10% of the Total Price+ Applicable Tax
6	On Completion of 4th floor roof casting	15% of the Total Price+ Applicable Tax
7	On Completion of top floor roof casting	15% of the Total Price+ Applicable Tax
8	On Brickwork of the Said Apartment	5% of the Total Price+ Applicable Tax
9	On Offer of Possession	5% of the Total Price+ Applicable Tax + Extra Charges + Other charges

SCHEDULE „D“

Specifications

(Which Are Part Of the Said Apartment)

- 1. Foundation** : R.C.C Column and pedestal with both in foundation and in plinth
- 2. Structure** : Reinforced cement concrete framed structure with R. C. C. Columns, beams and Slabs. R.C.C. framed structure with 10”/8” outside and 5” inside brick wall with plaster.

- 3. Internal Wall** : Brick wall over laid with white cement putty.
- 4. Flooring** : Vitrified tile flooring in all Bedrooms, Living/Dining Room.
- 5. Toilet** : Floor - Anti skid tiles / Dados - Ceramic tiles upto Door Height inside wall of toilet with Hanging Commode.
- 6. Sanitary Wear** : White, high quality porcelain fittings. Chromium-plated fittings.
- 7. Electrical** : Superior Quality concealed copper wiring with the latest modular switches.
- 8. Door** : Flush door (Commercial) with fittings.
- 9. Windows** : Aluminum frames with fully glazed shutters and quality fittings.
- 10. Kitchen** : Floor - Vitrified tiles / Counter Top - Granite with Steel Sink / Dados - Ceramic tiles up to a height of 2" (two) feet from the counter top.
- 11. Exterior** : Latest weatherproof non faded exterior finish of the highest quality.

SCHEDULE „E"

(Common Areas Of the Project)

1. The land on which the said building is constructed and all assessment rights and appurtenances belong to the land and the building;
2. The space within the building comprises of the Open and/or covered paths, boundary wall and gates, passages, lobbies, staircases and landings for ingress and egress to and from the Said apartment or the Said building;
3. Entrance Lobby at the ground level of the Said Building;
4. Lobbies on all floors and staircase(s) of the Said Building;
5. The foundation column, griders, beams, supports, main walls, roofs, corridors, lobbies, staircase, stair ways entrance and landing space on all floors of the building meant for common use of all residential apartment owners;
6. Common services such as the drainage systems, water supply arrangement in the premises including water supply lines meant to be used by residential apartment owners only;
7. Overhead water tank, water pipes, sewerage pipes (save those inside any apartment), Drains, sewerage pits and pipes (save those inside any apartment);
8. Electrical wiring, meters and Electrical installations and fittings those as are installed for common purposes and meant to be used by the owners of the residential apartment. Electrical Installations including wiring and accessories for receiving electricity from Electricity Supply Agency to all the apartments in the building and Common Portions within the Said premises;
9. Wiring and accessories for providing stand by power to all the residential Units (if any) and Common Portions within the Said building;
10. Water pump, Motor, Compressors, Water tank, water pipes, sewerage pit & pipes and ditch and other common plumbing installation;
11. Stair head room, caretaker room (if any), Lift machine room, chute and lift well along with Lift and Lift machinery;

12. That premises for the lodging of janitors or persons employed for the management and supervisions of the common portions of the building;
13. Fire fighting equipment and accessories as required;
14. Pumps and motors for water supply system for the Said building.
15. Electricity meter(s) for common installations and space for their installation
16. Roof Area, Stair room (if any), CCTV (if any)
17. External Walls of the Said building
18. Community Hall, if any
19. All other areas, facilities and amenities for common use and enjoyment of Said Project
20. Ingress and Egress Easement Right through common area

SCHEDULE „F“

(Covenants)

The Allottees covenant with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“Association”), wherever applicable) and admits and accepts that:

- 1. Satisfaction of Allottees:** The Allottees are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottees and the negative covenants mentioned in this Agreement and the Allottees hereby accept the same and shall not raise any objection with regard thereto.
- 2. Allottees Aware of and Satisfied with Common Areas and Specifications:** The Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in the Schedule E above) and quality, specifications, materials, workmanship and structural stability thereof Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottees have examined and are acquainted with the Said Project and has agreed that the Allottees shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Project save and except the Said Apartment And Appurtenances.
- 3. Facility Manager:** The Promoter shall take care the management and upkeep of all Common Areas. In this regard the promoter might appoint a Facility Manager. In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Project (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Allottees shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, will not be required to render any accounts to the Allottees and it shall be deemed that the Facility Manager is rendering the services to the Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the Common Areas shall vest in the Facility Manager and (6) the Facility Manager may be replaced by the Promoter.
- 4. Allottees to Mutate and Pay Rates & Taxes:** The Allottees shall (1) pay all taxes, surcharge, levies, cess etc. (collectively “Rates & Taxes”) (proportionately for the Said Building and/or the Said project and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottees, on the basis of the bills to be raised by the

Promoter/ the Association (upon formation) such bills being conclusive proof of the liability of the Allottees in respect thereof and (2) have mutation completed at the earliest.

The Allottee confirms and agrees that as and when called upon by the Promoter (after execution and registration of the Deed of Conveyance), the Allottee shall execute and deliver all papers and documents as be required for obtaining separate apportionment/ assessment and mutation of the said flat in the name of the Allottee as the Allottee thereof at their own cost, expense and liability and the Allottee shall be liable and responsible for all the costs, expenses and consequences for the non-observance of this clause.

In the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out by the Allottee at the said flat, such enhancement shall be paid and borne exclusively by the Allottee in addition to and over and above the aforesaid rates and taxes.

It being clarified that understood that such assessment and mutation shall not absolve the Allottee of its continuing obligation to make payment of the proportionate share of the municipal rates and taxes in respect of the said Premises, as determined by the Promoter and/or / the Association (upon formation), as the case may be.

The Allottees further admit and accept that the Allottees shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation).

- 5. Allottees to Pay Common Expenses/Maintenance Charges:** The Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter /the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof. The Allottees further admit and accept that (1) the Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter /the Facility Manager/the Association (upon formation).
- 6. Allottees to Pay Interest for Delay and/or Default:** The Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottees also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottees and the Allottees shall be disallowed from using the Common Areas Of the Project included Amenities.
- 7. Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottees to the Promoter.
- 8. No Obstruction by Allottees to Further Construction:** The Promoter shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Project and the Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottees due to and arising out of the said construction/developmental activity. The Allottees also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottees shall not raise any objection in any manner whatsoever with regard thereto.

The Allottee shall not do anything whereby the construction or development of the Building or the said project, including one or more Blocks or further floors to be constructed by the Seller as dealt with herein, or the sale or transfer of the other apartments and other areas and spaces in the Building and the said project, is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee, the promoter is restrained from construction or development of the Building or the said project, including one or more Blocks or further floors to be constructed by the Seller as dealt with herein, or in the sale, conveyance or transfer of the other apartment and other areas and spaces in the Building and the said

project, then and in that event without prejudice to such other rights the promoter may have, the Allottee shall be liable to compensate and also indemnify the promoter adequately for all losses damages costs claims demands actions proceedings consequences suffered or incurred by the promoter. For all or any of the purposes aforesaid, the Allottee shall fully co-operate with the promoter with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as be required by the promoter from time to time.

9. No Rights of or Obstruction by Allottees: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. Allottees to Participate in Formation of Association: The Allottees admit and accept that the Allottees and other intending allottees of apartments in the Said Project shall form the Association and the Allottees shall become a member thereof. The Allottees shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. In this regard and notwithstanding anything to the contrary mentioned in this Agreement it is made clear that the Promoter shall at its discretion have the liberty to form the Association after the entirety of the Project is completed and the Allottees shall not raise any objection in any manner whatsoever in connection with the aforesaid discretionary right of the Promoter.

11. Obligations of Allottees: The Allottees shall:

- a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Project by the Promoter/the Facility Manager/the Association (upon formation).
- b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building and the Project.
- c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately, from the possession date.
- d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said project. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Project Property, and outside walls of the Said Building save in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation).
- e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Apartment to be used for commercial, industrial or other nonresidential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottees makes any alterations/changes, the Allottees shall compensate the Promoter /the Association (upon formation)

(as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.

- g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Building. The Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottees on the inner side of the doors and windows of the Said Apartment. The Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees shall install the out-door unit of the same either inside the Allottees' own balcony or on common ledge (if any) provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment, such installation if any will only be done by the promoter on request from the Allottee and on subsequent extra payment for the same. The Allottees accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances. (i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- i) **Trade Mark Restriction:** not to use the name/mark SHAH in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Apartment and if the Allottees does so, the Allottees shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark SHAH.
- j) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- l) **No Obstruction to Promoter /Facility Manager /Association:** not obstruct the Promoter /the Facility Manager/the Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Project and selling or granting rights to any person on any part of the Said Building/ Said Project (excepting the Said Apartment and the Said Parking Space, if any).
- m) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter /the Facility Manager/the Association (upon formation) for the use of the Common Areas.
- o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

- p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Building save at the place or places provided therefor provided that this shall not prevent the Allottees from displaying a standardized name plate outside the main door of the Apartment.
- s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- t) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- w) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottees and/or family members, invitees or servants of the Allottees, the Allottees shall compensate for the same.
- x) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- y) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottees hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Allottees hereby confirm that the Allottees shall not violate any terms of the statutory requirements/fire norms.

11.1. Notification Regarding Letting/Transfer: If the Allottees let out or sell the Said Apartment And Appurtenances, the Allottees shall immediately notify the promoter / Facility Manager/the Association (upon formation) of the tenant"s/ allottees address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances by the Allottees to any third party, the Allottees shall obtain a No Objection Certificate (Maintenance NOC) from the promoter / Facility Manager/the Association (upon formation), which shall only be issued to the Allottees after payment of all outstanding Common Expenses/Maintenance Charges, if any.

11.2. No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Allottees shall not have any right in the other portions of the Property and the Allottees shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Property.

11.3. Roof Rights: A demarcated portion of the top roof of the Said Building shall remain common to all owners of the Said Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Promoter with right of exclusive transfer and the Allottees specifically agree not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottees specifically agree not to do any act which prevents or hinders

such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Building.

- 11.4. Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottees, proportionately.
- 12. Nomination:** The Allottees admit and accept that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottees will be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement as per clause 20 subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the below mentioned conditions:
- 12.1.** The Allottees shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
- 12.2.** The Allottees shall obtain prior written permission of the Promoter and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
- 12.3.** The Allottees shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards the tripartite Nomination Agreement and shall further pay to the Promoter a sum equivalent to 3 (three) months of Common Area Maintenance (CAM) charges in advance prior to the nomination.
- 12.4.** Subject to the approval and acceptance of the Promoter and subject to the above conditions, the Allottees shall be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE „G“

(Common Expenses)

1. Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Project and the road network, STP etc.
3. Association: Establishment and all other capital and operational expenses of the Association of Allottees.
4. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Building] and the road network, STP etc.
6. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump 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 and the road network.

7. Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Project save those separately assessed on the Allottees.

8. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. Fire Fighting: Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner:

(1) _____

At _____ on _____ in the presence of:

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SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

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SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____ (Authorized Signatory)

WITNESSES:

1. Signature _____

Name – Address _____

2. Signature _____

Name – Address _____

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