

## **AGREEMENT FOR SALE**

Dist.-Paschim Bardhaman, P.S.-New Township

**Mouza-Shankarpur(শঙ্করপুর)**, J.L. No.109,

Under Jemua Gram Panchayat

**Flat No.**\_\_\_\_\_, **Flat Type-** \_\_\_\_ **BHK,**

on the\_\_\_\_ **Floor,** of **“Anurag Tower, Block-5”**

**Area of Flat:** - \_\_\_\_\_ **Square Feet** [Super Built- Up Area]

\_\_\_\_\_ **Square Feet** [Carpet Area]

Garage/Car Parking Pace **No.**\_\_\_\_\_, **Area-**\_\_\_\_ Square Feet

Sale Value: - Rs. \_\_\_\_\_/-only,

THIS AGREEMENT FOR SALE (Agreement) executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021;

**By and Between**

**SRI CHANDAN CHATTERJEE** [PAN No.ABYPC8170C] [Aadhar No. 660978832680] S/o Sri Haradhan Chatterjee, by faith- Hindu, by occupation- Cultivation, Indian Citizen, resident of Fuljhore, P.O.-Fuljhore, P.S.-New Township, Dist.-Paschim Bardhaman, (W.B.), Pin-713206,

Hereinafter referred to and called as the “**LANDOWNER**” (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean his successors, executors, representatives and assignees),

(Represented by their constituted Lawful Attorney namely; **Sri Subodh Kumar Dutta** [PAN No.ADRPD0439Q] [Aadhar No.487993222011] S/o Late Bimala Kanta Dutta, by faith- Hindu, by occupation-Business, Indian Citizen, being the Director of **DURGAPUR REAL ESTATE PVT. LTD.** [PAN No. AADCD2414K] a company constituted & incorporated under the Companies Act, having its’ office & resident at/of A/17, Meghmallar Sarani, Sector-2C, Bidhannagar, P.O.-Bidhannagar, P.S.-N.T.S., Dist.- Paschim Bardhaman, (W.B.), Pin-713212 i.e. the Developer, by virtue of Regd. Development Power of Attorney vide no.I-2306-02055/2021 of A.D.S.R. Durgapur).

**AND**

**DURGAPUR REAL ESTATE PVT. LTD.** [PAN No. AADCD2414K] a company constituted & incorporated under the Companies Act, represented by one of its’ Director; **Sri Subodh Kumar Dutta** [PAN No.ADRPD0439Q] [Aadhar No.487993222011] S/o Late Bimala Kanta Dutta, by faith-Hindu, by occupation-Business, Indian Citizen, having its’ office & resident of A/17, Meghmallar Sarani, Sector-2C, Bidhannagar, P.O.-Bidhannagar, P.S.-N.T.S., Dist.- Paschim Bardhaman, (W.B.), Pin-713212,

Hereinafter referred to & called as “**DEVELOPER**” (which the expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, legal representatives, administrators, executors, and assignees).

The Landowner & the Developer are hereafter collectively called the “**Promoters**” on the **First Part**.

**AND**

**1) SRI** \_\_\_\_\_ [PAN No. \_\_\_\_\_] [Aadhar No. \_\_\_\_\_], s/o \_\_\_\_\_, by faith- Hindu, by occupation- \_\_\_\_\_, Indian Citizen, resident of \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S.- \_\_\_\_\_, Dist- \_\_\_\_\_, State- \_\_\_\_\_, Pin- \_\_\_\_\_.

**2) SMT.** \_\_\_\_\_ [PAN No. \_\_\_\_\_] [Aadhar No. \_\_\_\_\_], w/o \_\_\_\_\_, by faith- Hindu, by occupation- \_\_\_\_\_, Indian Citizen, resident of \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S.- \_\_\_\_\_, Dist.- \_\_\_\_\_, State- \_\_\_\_\_, Pin- \_\_\_\_\_.

Hereinafter referred to & called as **“Allottee(s)/Purchaser(s)”**, (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean his/her/their heirs, successors, executors, representatives and assignees), on the **Second Part**.

The Landowner, Developer, (Promoters) and Allottee(s)/Purchaser(s) shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

**Note:**

For the purpose of this Agreement for Sale, unless the context otherwise requires, -

- (a) “Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Appropriate Government”** means the Central Government;
- (c) “Rules”** means the Real Estate (Regulation and Development) (General) Rules, 2016, made under the Real Estate (Regulation and Development) Act, 2016;
- (d) “Regulations”** means the regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “Section”** means a section of the Act.

**WHEREAS:**

- A. The Promoters amongst themselves are the absolute & lawful owner of land, hereinafter referred to as the **“said Land”**, described in **“Schedule-A”** hereunder. The devolution of title of the Promoters in the “said Land” is detailed in **“Schedule-B”** hereunder. And The Promoters have entered into a Regd. Development Agreement vide No. I-2306-05687/2020, before the A.D.S.R. Durgapur, on 04/12/2020, and also executed a Regd. Development Power of Attorney vide No.I-2306-02055/2021 before the A.D.S.R. Durgapur, on 10/03/2021, in respect of the **“Schedule-A”** property;
- B. The said land i.e. the **“Schedule-A”** is earmarked for a project, hereafter referred to as the **“said Project”**. This is to have residential complex, B+G+9 multi-storied residential buildings, comprising with separate & self-contained       (      ) Flats/Apartments, and the said project shall be known as **“Anurag Towner, Block-5”**;
- C. The Promoter is fully competent to inter into this Agreement and all the legal formalities with respect to the right, title & interest of the Promoter regarding the said land, on which project is to be constructed have been completed;
- D. The Developer/Promoter has got the approved Building Plan, duly approved/sanctioned by the Jemua Gram Panchayat vide Memo No.\_\_\_\_\_ dtd.\_\_\_\_\_, hereafter called the “Sanctioning Authority”. The Sanctioning Authority has granted the commencement certificate to develop the Said Land and hereafter referred to as the “Approved Plan”.
- E. The Developer/Promoter has obtained the final layout plan, sanction plan, specifications & approvals for the Project & also for the apartment, as the case may be from the Jemua Gram Panchayat. The Promoter agrees and undertakes that it shall not make any changes to this approved plan except in strict compliance with section 14 of the Act, and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act, with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- G. The Allottee(s)/Purchaser(s) had applied for an apartment/flat in the Project, as described in **“Schedule-C”** hereunder. The details of the carpet

area of the apartment/flat, and its' location, and the pro-rate share in the Common Portions, as defined in Clause(m) of Section 2 of the Act, are detailed in **“Schedule-D”**. The Building Common Portions as detailed in **“Schedule-E”**. The floor plan of the apartment is annexed hereto and marked as **Annexure-1**.

- H. The parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights & obligation detailed herein.
- I. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, etc., applicable to the project.
- J. 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 & conditions appearing hereafter.
- K. The Apartment/Flat owners and occupiers of the Project will be entitled to use and enjoy the common portions of Entire Building, so that upon completion of the Said Project the common portions of Entire Building together become the common portions of the Said Project/ Apartments/Flat owners.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by & between the parties, the Promoters hereby agrees to sell & the Allottee(s)/Purchaser(s) hereby agree to purchase the Apartment/Flat, as specified in **“Schedule-C”**.

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

**TERMS:**

- 1.1** Subject to the terms & conditions as detailed in this Agreement, the Promoters agree to sell to the Allottee(s)/Purchaser(s), and the Allottee(s)/Purchaser(s) hereby agrees to purchase, the Apartment/Flat, as specified in **“Schedule-C”**.

**1.2** The “**Total Price**” for the Apartment/Flat is based on the Carpet Area and the amount that the Allottee(s)/Purchaser(s) shall pay to the Developer/Promoter herein, is mentioned in “**Schedule-F**” hereunder, and the manner the same is to be paid is as per the “**Payment Plan**” mentioned in “**Schedule-G**” hereunder.

**Explanation :**

- i) The total price above includes 10% (ten percent) “Booking Amount”, paid by the Allottee(s) to the Developer prior to execution hereof, the receipt whereof the Developer hereby admit & acknowledge.
- ii) The Total Price above, includes Taxes, which is paid or payable by the Promoter, in connection with the construction of the project, by whatever name called, up to the date of hand over the possession of the Apartment to the Allottee(s) and the Project to the Association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduce based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

- iii) The Developer shall periodically intimate in writing to the Allottee(s), the amount payable in accordance with “**Schedule-G**”, and the Allottee(s) shall make payment demanded by the Developer within 15(fifteen) days from the date of intimation of payment. Where the Allottee(s) has/have taken ‘home loan’ for the Apartment/Flat, any delay in payment disbursement of the loan account will be the sole responsibility of the Allottee(s) and such delay may not be held against the Promoters as a cause for the delay in making payment;
- iv) That total price of [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water Line and plumbing,

finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para (ii) etc. and includes cost for providing all other facilities, amenities & specifications to be provided within the [Apartment] and the Project

**1.3** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-G (“Payment Plan”)**.

**1.4** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plan, layout plan and specifications and the nature of fixtures, fittings and amenities described herein at **“Schedule-H”**, and also the nature of the fixtures, fittings and amenities, hereafter referred to as the Amenities & Facilities, described herein at **“Schedule-I”**, which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected, in respect of the apartment, without the previous written consent of the Allottee(s):

Provided that the Developer may make such minor additions or alterations, as may be required by the Allottee(s), or such minor changes or alterations.

**1.5** The Developer shall confirm to the Allottee(s) the final carpet area that has been allotted to the Allottee(s) after the construction of the said Project is complete, and the occupancy certificate, the completion certificate, as the case may be, is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by the Allottee(s) within **45(forty-five) days** as per the Rules. If there is any increase in the carpet area which shall not more than **3% of the carpet area** of the Apartment, allotted to Allottee(s), the Developer may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **“Schedule -G”**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **“Schedule -F”**.

**1.6** The Promoters agree and acknowledge, the Allottee(s) shall have the right to the Apartment as mentioned below:

i) The Allottee(s) shall have exclusive ownership of the Apartment.

- ii) The Allottee(s) shall also have undivided, indivisible & variable pro-rate share in the Project common portion. Since the share and/or interest of Allottee(s) in the Project Common Portion is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Portions along with other occupants, maintenance staff etc, without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the common area to the Associations of Allottees after duly obtaining the Occupancy Certificate, the Completion Certificate, as the same may be, from the competent authority as provided in the Act.
- iii) The Allottee(s) has the right to visit the Project site to assess the extent of development of the project and Apartment, as the case may be.

- 1.7** It is made clear by the Promoters & the Allottee(s) agrees that the Apartment, as mentioned in **“Schedule-C”** hereunder, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project, as of now, is an independent, self-contained Project covering the said Land is not a part of any other project or zone nor 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(s). It is clarified that Project’s facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the said Project.
- 1.8** The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, if any, for the payment of outgoings (including land cost, ground rent, panchayat 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).
- 1.9** The Allottee/s has/have paid the Booking Amount, being 10%(ten percent) of Agreed Consideration, being part payment towards the Total Price of the Apartment at or before execution hereof, & the receipt of which the Developer hereby acknowledges and the Allottee/s hereby agree/s to pay the remaining price of the Apartment as prescribed in the Payment Plan as will be demanded by the Developer within the time and in the manner specified in **“Schedule-G” hereunder.**



Provided that if the Allottee delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest as per the Rules, which will be the State Bank of India prime lending rate.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers' cheque or online payment, as applicable, in favour of the Developer, as will be mentioned in the intimation of the Developer for payments. In case any Cheque is dishonoured, besides the charges for late payment, the Allottee/s will also become liable to pay Rs.5,000/-for each such dishonor.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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

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

applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

#### **5. TIME IS ESSENCE:**

The Promoters shall abide by the time schedule for completing the said Project, as disclosed at the time of registration of the Said Project, with the Authority and towards handing over the Apartment to the Allottee/s and the common areas to the association of Allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment accept the floor plan, payment plan and specifications, amenities and facilities [as mentioned in this agreement this Agreement], which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act/West Bengal Panchayat Act, and shall not have an option to make any variation /alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession of the said Apartment/Flat:** The Promoters agree and understand that timely delivery of possession of the Apartment to the Allottee/s, and the common portions of the said project to the

Association of the Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoters assure to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within **48(Forty Eight) Months**, subject to extension of time to complete the Project, by the concerned authority, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, or lockdown, affecting the regular development of the real estate project ("Force Majeure") in true sense. If, however, the completion of the said Project is delayed to the Force Majeure conditions then the Allottee/s agree/s that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment.

**7.2 Procedure for taking possession:-** The Developer, upon obtaining of the occupancy certificate, the completion certificate, as the case may be, for the Said Project, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s, in terms of this Agreement to be taken within 2(two) months from the date of issue of occupancy certificate, the completion certificate, as the case may be, for the Said Project, hereinafter referred to as the "**Possession Date**". Irrespective of whether the Allottee/s take/s possession of the Apartment within the Possession Date or not, the Allottee/s shall be deemed to have taken possession of the Apartment on the Possession Date.

The Allottee/s shall pay the requisite Stamp Duty, Registration Fee & other charges, hereafter the "Registration Charges", for registration of the Conveyance Deed of the Apartment, within 3(three) months from the date of issuance of the occupancy certificate, the completion certificate, as the case may be, for the said Project.

The Developer shall have to execute Deed of Conveyance/Sale and registered in favour of the Allottee/s, immediately after receipt of the Registration Charges. The Developer and the Allottee/s shall fully cooperate with each other in this regard.

The Allottee/s shall be bound to pay the Maintenance Charges as determined by the Developer or the Flat owners Association, as the case may be, on and from the Possession Date irrespective of whether it takes possession or not given possession for non-registration of the conveyance.

The Developer shall handover a copy of the occupancy certificate, the completion certificate, as the case may be, for the said Project to the Allottee/s at the time of conveyance of the same.

**7.3 Failure of Allottee to take Possession of Apartment-** Upon receiving a written intimation from the Promoter as per para 6.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 6.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 6.2.

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

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, within 30(thirty) days after obtaining the completion certificate.

**7.5 Cancellation by Allottee** – The Allottee/s shall have the right to cancel/withdraw his/her/their allotment in the Project:

Provided that where the Allottee/s propose/s to cancel/withdraw from the project without any fault of the promoters, the promoters herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Developer to the Allottee/s within 45 days of such cancellation.

**7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, 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 date specified in para 6.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it 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 prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the allottee within 45(Forty-Five) days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-** The Promoters hereby represents and warrants to the Allottee/s as follows:

- (i) the Promoters has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrance upon the said Land or Project;
- (iv) There are no litigations pending before any Court of Law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Land, Building and Apartment and common areas;
- (vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform, any act or thing whereby the right, title

and interest of the Allottee/s created herein, may prejudicially be affected;

- (vii)** The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii)** The Promoters confirm/s that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- (ix)** At the time of execution of the conveyance deed the Promoters shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x)** The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi)** The Promoters has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities, till the completion certificate has been issued and possession of apartment, or building, as the case may be, along with the common areas (equipped with all the specification, amenities & facilities) has been handed over to the Allottees and the association of Allottees or the competent authority, as the case may be;
- (xii)** No notice from the Govt. or any other local body or authority or any legislative enactment, Govt. ordinance, order, notification (including any notice for acquisition or requisition of the said land) has been received by or served upon the Promoters in respect of the said Land and/or the said Project.

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

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

- i)** The Developer fails to provide 'ready to move in possession' of the apartment to the Allottee(s) within the time period, or fails to complete the

project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provisions of all specifications, amenities & facilities, as agreed to between the parties, and for which occupation certificate & completion certificate, as the case may be, has been issued by the competent authority;

- ii)** Discontinuance of the Promoter's business as a developer on account of suspensions or revocation of his registration under the provisions of the Act., or the Rules, or Regulations made there under.

In case of Default by the Developer under the conditions listed above, Allottee/s is entitled to the followings:

- i) Stop making further payments to Developer, as demanded by the Developer. If the Allottee/s stop making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s shall be required to make the next payment without any interest; or
- ii) The Allottee/s shall have the option of terminating this Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest @ prescribed in the Rules within 45(forty-five) days of receiving the termination notice:

Provided that where an Allottee/s do/does not intend to withdraw from the said Project or terminate this Agreement, he/she/they shall be paid, by the Developer, interest @ prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee/s within 45(forty five) days of it becoming due.

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

- i) In case the Allottee/s fail/s to make payment of any demand within 15(fifteen) days from the date of the demand, as per the Payment Plan mentioned in "**Schedule-G**", the Allottee/a shall be liable to pay interest to the Developer on the unpaid amount at the rate as per Rules;

- ii) In the case of Default by the Allottee/s under the condition listed above continues for a period beyond 90(ninety) days, from the date of the notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee/s and refund the money paid to him by the Allottee/s by deducting the booking amount, less the interests for delayed payments, taxes paid on the amounts paid to the Developer and/or taxes payable on the Booking Amount, if any, and this Agreement shall thereupon stand terminated:

Provided that the Developer shall intimate the Allottee/s about such termination at list 30(thirty)days prior to such termination.

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

On receipt of the entire amount of the Total Price of the Apartment mentioned in “**Schedule-F**”, the Developer shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3(three) months from the date of issuance of the Occupancy Certificate, the Completion Certificate, as the case may be, to the Allottee/s. However in case the Allottee/s fail/s to deposit the stamp duty, registration fee, and other charges for registration, within the period mentioned in the notice, the Allottee/s authorize/s the Developer to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the Developer is made by the Allottee/s, and not handover possession of the Apartment to the Allottee/s.

#### **11. MAINTENANCE OF THE BUILDING/APARTMENT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

#### **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of **5(five) years** by



the Allottee/s from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within **30(thirty) days**, and in the event of Developer 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. Provided however, the Developer shall not be held liable for any defects or responsible for any rectifications in the circumstances and/or instances detailed in **“Schedule-J”**.

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

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking 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 [Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE**

Use of Basement and Service Areas: The basement(s)and service areas, if any, as located within the

(project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. **and other permitted uses as**

per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

#### **16. COMPLIANCE WITH RESPECT TO THE APARTMENT :**

Subject to para 11 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation area, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment].

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

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] 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/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/her own cost.

#### **18. ADDITIONAL CONSTRUCTIONS**

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

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :**

After the Promoters executes this Agreement they 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/s, who has taken or agreed to take such Apartment.

#### **20. APARTMENT OWNERSHIP ACT**

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

#### **21. BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within **30 (thirty) days** from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the 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 Sub-Registrar 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 in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT :**

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

## **23. RIGHT OF AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [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 intents 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 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES :**

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

### **30. NOTICES:**

That all notice to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee/s or the Promoters by Registered Post at their respective addresses mentioned above in this Agreement. It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in their respective address mentioned herein, 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 Promoters or the Allottee/s, as the case may be.

### **31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the 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 Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION :**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

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

**34. SAVING:**

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

**“SCHEDULE-A”**  
**ENTIRE LAND/PREMISES**  
as referred hereinabove

**ALL THAT** piece & parcel of land in the Dist.-Paschim Bardhaman, under P.S.-New Township, within the area of Jemua Gram Panchayat, Durgapur-6, at **Mouza – Shankarpur (□□□□□□□□)**, J.L. No.109,

**R.S. Plot No. 19**(Nineteen), corresponding **L.R. Plot No.41** (Forty One),

**R.S. Khatian No.246**(Two Hundred Forty Six), **L.R. Khatian No.83**(Eighty Three), measuring an Area of Land – **61(Sixty One) Decimal** more or less

**36.97(Thirty Six point Nine Seven) Katha**, under B.L.&L.R.O. Faridpur-

Durgapur, and the Land is converted into Bastu as Residential Housing Project purpose, situated at 'Saptarsi Park', P.O.-ABL, P.S.-New Township, Dist.- Paschim Bardhaman, W.B., Pin-713206.

Butted and Bounded as follows:-

North : Nala.

South : 20' Feet wide road  
(after that "Block-1,2,3, of Anurag Tower" project of the Developer after that 40' Feet wide Kancha Road).

East : 20' Feet wide road  
(after that land of Fakir Mondal & Madan Mondal & Sannyasi Ghosh Senapati).

West : 20' Feet wide road  
(after that land of Fakir Mondal & Biman Mondal).

**"SCHEDULE-B"**  
**Devolution of Title**

The Landowner & Developer are seize, owned and possessed of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of Project Area Land mentioned in the "**Schedule-A**" hereinabove, by virtue of Regd. Deeds & ROR, as follows:-

**THAT** the Landowner has got the ownership & possession in respect of the land as mentioned in the "Schedule-A" hereinbefore; by virtue of Regd. Sale Deeds vide Nos.I-331 of 1978 & I-335 of 1978, which are registered before the J.S.R. Raniganj at Durgapur, on 01/02/1978, from the previous owner Nanda Dulal Chakraborty s/o Kalipada Chakraborty, and the name of the



Landowner herein, has duly been recorded in the L.R.R.O.R. vide Khatian No.83 of Mouza-Shankarpur.

**THAT** the Landowner herein, being the rightful owner & possessor of the “Schedule-A” mentioned land, has executed a Regd. Development Agreement vide No.I-2306-05687/2020 & Regd. Development Power of Attorney vide No.I-2306-02055/2021, in favour of Developer herein; Durgapur Real Estate Pvt. Ltd., represented by its’ Director; Sri Subodh Kumar Dutta, in respect of the Schedule-A property, and to that effect, the Developer herein got rightful possession in respect of the Schedule-A property to do the development construction work thereon.

**“SCHEDULE – C”**

**['Said Unit/Flat’  
together with Garage/ Parking Space,  
AS REFERRED HEREINABOVE]**

**ALL THAT** the said **Flat/Apartment** bearing **No.‘\_\_\_\_\_’** on the  
**\_\_\_\_\_ Floor, of “Anurag Tower, Block-5”, Floor Type – Tiles,**  
measuring about an area little more or less \_\_\_\_\_  
**(\_\_\_\_\_ ) Square Feet of Super Built-Up Area** more or less  
**\_\_\_\_\_ (\_\_\_\_\_ ) Square Feet of Carpet Area.**

**AND**

Along with **a Garage/Parking** Space vide **No.\_\_\_\_\_**, measuring about  
an area little more or less \_\_\_\_\_ **Square Feet,** to park a medium size  
Car (LMV Car)(which shall be earmarked by the Developer herein), **at the**  
**Ground Floor** of the project namely; **“Anurag Tower, Block-5”.**

**AND**

Together with the proportionate share of land contained at and under the said premises i.e. the schedule-A property, and further together with the common areas, mentioned in “Schedule-D & E”, benefits, amenities, facilities and others thereof, mentioned in the “Schedule-H & I herein, of the multistoried building/s named as **“Anurag Tower, Block-5”** to be constructed upon the **Schedule-A** premises, at ‘Saptarsi Park’ Durgapur-6, P.S.-N.T.S., Dist.- Paschim Bardhaman, W.B., Pin-713206.

### **“SCHEDULE – D”**

#### **[Common Portion of Flat]**

1. Staircase & Ultimate Roof, of said “Anurag Tower”, Block-5.
2. Corridors of said “Anurag Tower”, Block-5.
3. Drains & Swears of said “Anurag Tower”,Block-5.
4. Exterior walls of said “Anurag Tower”,Block-5.
5. Electrical wiring and Fittings of said “Anurag Tower”,Block-5.
6. Overhead Water Tanks of said “Anurag Tower”, Block-5.
7. Water Pipes of said “Anurag Tower”, Block-5.
8. D.G., Lift, Lift Well, Stair head Room, Lift Machineries of “Anurag Tower” Block-5.
9. Pump and Motor.

### **“SCHEDULE – E”**

#### **[Common Portion of Said Project]**

1. Boundary Walls and Main Gates of the Complex.
2. Internal roads, security arrangements.
3. The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes.
4. Fire Fighting and protection system.

### **“SCHEDULE-F”**

#### **Total Price (AGREED CONSIDERATION)**

The Total Price of the said Apartment is **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_)** only, including GST, the break up where of is as follows:-

<b>Particulars</b>	<b>Amount (Rs.)</b>
--------------------	---------------------

<b>Flat/Apartment</b>	
<b>Car Parking</b>	
<b>Total</b>	

That the Allottee/s/Purchaser/s has/have agreed to purchase the above mentioned **Flat/Apartment** at the aforesaid consideration amount, and paid the advance consideration amount of **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) only**, in favour of the Developer herein.

### **“SCHEDULE-G”**

#### **Payment Plan**

The Total Price/Agreed Consideration mentioned in “Schedule-F” above is to be paid to the Developer herein, by the Allottee/s/Purchaser/s herein from his/her/their own fund or through Bank/Financial Institutions by barrow money or taking loan to purchase the “Schedule-C” property, in the following manner, in accordance with construction of Block-A of the project; “Anurag Towner, Block-5”.

Booking Amount – Rs.51,000/-only

At the time of Agreement for Sale – 10% of the agreed consideration

(less Rs.1,00,000/- Booking amount)

After completion of foundation & Plinth – 10% of the agreed consideration

After 1<sup>st</sup> slab casting – 10% of the agreed consideration

After 2<sup>nd</sup> slab casting – 10% of the agreed consideration

After 3<sup>rd</sup> slab casting – 10% of the agreed consideration

After 4<sup>th</sup> slab casting – 10% of the agreed consideration

After 5<sup>th</sup> slab casting – 10% of the agreed consideration

After 6<sup>th</sup> slab casting – 5% of the agreed consideration

After 7<sup>th</sup> slab casting – 5% of the agreed consideration

After 8<sup>th</sup> slab casting – 5% of the agreed consideration

After 9<sup>th</sup> slab casting – 5% of the agreed consideration

After 10<sup>th</sup> slab casting – 5% of the agreed consideration

On Possession – 5% of the agreed consideration

**“SCHEDULE-H”**  
**(General Specification of the Building)**

Foundation	:	R.C.C. Framed, anti-termite foundation
Structure	:	R.C.C. Framed Structure
Roof	:	RCC Slab with proper Water Proofing Treatment.
External Wall Finishing	:	Weather Coat
Interior Wall Finishing	:	All internal Wall – Wall Putty
Flooring	:	Ceramic Tiles in all rooms, and anti-skid ceramic Tiles in Toilet & Kitchen.
Doors	:	Main entrance Wooden frame with flush door, & in all rooms frame with flash door, & P.V.C. Door at Toilet & Kitchen.
Window	:	Anodized Aluminum sliding windows with glass.
SANITARY FITTINGS & TOILET	:	Concealed pipeline, glazed tiles up to 5’ feet height, Plumbing CP fittings of ISI standard
Kitchen Platform & wall	:	Cooking platform with granite slab. One stainless steel sink, ceramic tiles up to 24” above cooking platform.
Electrical Installation	:	Concealed Wiring throughout the flats, switches with adequate power point in each room.
Lift	:	24 (twenty-four) hours Lift Service (Standard Quality).
Fire Protection	:	Fire Extinguishing Equipment at Common Space,
COMMON FACILITIES	:	Septic Tank, water supply arrangement, pathways, boundary wall, roof, meter space and others as stated herein
GENERATOR	:	Standard Quality.

**“SCHEDULE-I”**  
**(Amenities & Facilities)**

<b>1.</b>	24 Hours security personnel
<b>2.</b>	Standard Quality Lift
<b>3.</b>	Standby Generator for the common areas.
<b>4.</b>	Fire-Fighting equipment.

**“SCHEDULE-J”****(Defects for which the Promoters will not be liable)**

- 1) The Promoters will not be liable to rectify any defect in the Apartment or the said Block/s in the following instances:
  - i) If the Allottee/s make/s any changes, modifications, and/or alteration in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of the Apartment, then any defect in the waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the Apartment, the development of which can be directly or indirectly attributable to the changes, so made, but not limited to any damages done during the interior work.
  - ii) If the Allottee/s make/s any changes, modifications, and/or alteration in the electrical lines of the Apartment, then any defect in the electrical lines of the Apartment, the development of which can be directly or indirectly attributable to the changes, so made, but not limited to any damages done during the interior work.
  - iii) If the Allottee/s make/s any changes, modifications, and/or alteration to any of the doors, windows, their fittings, and/or other related items of the Apartment, then any defect of such door, windows, locks or locking system or any other related defects, that can be directly or indirectly attributable to the changes, modifications and/or alterations so made.
  - iv) If the Allottee/s make/s any changes, in the Apartment, during execution of the interior decorations or fit-outs then defects like damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and/or changes.
  - v) If the waste pipes or waste line of the Apartment from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise, due to improper usage or maintenance.
  - vi) The damages of any nature in the Apartment due to installation of air conditioners, whether indoor or outdoor units, directly or indirectly.
  - vii) The changes, modifications and/or alterations made in the openable/non-openable/balcony MS grills or the grills of the Apartment that are required to be maintained properly and are not maintained property.
  - viii) If the Apartment is used for any purposes other than residential.

- ix) If however the defect is such nature that is caused due to misuse of the Purchaser/s.
- 2) Notwithstanding anything contained hereinabove, in case the Allottee/s alters the state and condition of the area of the purported defect without first notifying the Developer and without giving the Developer the opportunity to inspect, assess and/or determine the nature of the purported defect complained of.

**IN WITNESS WHEREOF** the parties hereto have executed these presents in the free, fair state of mind, after gone through all the terms & conditions & expressions of these presents on the day, month and year first above written.

**WITNESSES:-**

1.

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**Signature of the Landowner**  
(on behalf of the Landowner namely;  
**SRI CHANDAN CHATTERJEE**, as his  
lawful attorney)

2.

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**Signature of the Developer**

---

**Signature of the Purchaser**

Drafted and Typed by me & read over & explained  
In Bengali/Hindi tongue to all parties of these  
presents and all of them admit the Same has  
been correctly written as per their Instruction  
& also identified by me,

**Debabrata Biswas.** Advocate  
Durgapur Court, City Centre

Enrollment No. \_