

AGREEMENT FOR SALE

THIS AGREEMENT is executed at Kolkata on this _____ day of _____,
Two Thousand twenty Three (2023) A. D.

BETWEEN

(1) M/S. BHAGIRATHI ABASAN PRIVATE LIMITED, holding PAN : AABCB0743M (2) M/S. B. B. M. CONSTRUCTION PRIVATE LIMITED, holding PAN : AABCB0764Q, (3) M/S. CALVIN MARKETING PRIVATE LIMITED, holding PAN : AABCC1886A, (4) M/S. DYNASTY VANIJYA PRIVATE LIMITED, holding PAN : AABCD1171F, (5) M/S. JEEVANDEEP TRADING COMPANY PRIVATE LIMITED, holding PAN : AAACJ7744B, (6) M/S. JYOTI DEALER PRIVATE LIMITED, holding PAN : AAACJ7745A, (7) M/S. LAGAN NIRMAN PRIVATE LIMITED, holding PAN : AABCL0633N, (8) M/S. LARIKA TRADECOM NIRMAN PRIVATE LIMITED, holding PAN : AAACL5342F, (9) M/S. MAINK HOUSING PRIVATE LIMITED, holding PAN : AAECM1850D, (10) M/S. MADHUR ENCLAVE PRIVATE LIMITED, holding PAN : AAECM1851C, (11) M/S. MEMORY ESTATE PRIVATE LIMITED, holding PAN : AAECM1852B, (12) M/S. MIRIK PROPERTY PRIVATE LIMITED, holding PAN : AAECM1860B, (13) M/S. MOHINI MULTIPLEX PRIVATE LIMITED, holding PAN : AAECM1849C, (14) M/S. NIRMAL COMPLEX PRIVATE LIMITED, holding PAN : AACCN0832G, (15) M/S. NAWHAL FINANCIAL & SERVICES PRIVATE LIMITED, holding PAN : AABCN1220B, (16) M/S. NAVRANG ENCLAVE PRIVATE LIMITED, holding PAN : AACCN0605M, (17) M/S. NAMRATA HOUSING PRIVATE LIMITED, holding PAN : AACCN0601R, (18) M/S. NAVRAG PLAZA PRIVATE LIMITED, holding PAN : AACCN0831F, (19) M/S. OLIVER ENCLAVE PRIVATE LIMITED, holding PAN : AAACO7383F, (20) M/S. PURNIMA PROMOTERS PRIVATE LIMITED, holding PAN : AADCP5434H, (21) M/S. PRACHI HOUSING PRIVATE LIMITED, holding PAN : AADCP5435G, (22) M/S. RITURAJ COMPLEX PRIVATE LIMITED, holding PAN : AACCR9742H, (23) M/S. RAINCOM GOODS PRIVATE LIMITED, holding PAN : AABCR3581M, (24) M/S. NORTECH PROPERTY PRIVATE LIMITED, all Private Limited Companies, within the meaning of Companies Act, 2013, having their respective Registered Offices at 17/1, Lansdowne Terrace, P. S. – Rabindra Sarobar (Formerly – Lake), Kolkata -700 026, being represented by their respective, Authorised Signatory, **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holding PAN : **AFEPA7678D**, and presently residing at 16/1, Palm Avenue, Kolkata – 700019, P. S. – Karaya, West Bengal, hereinafter jointly referred to as the “**CO-OWNER**”, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors in office and assigns etc.)]

AND

M/S. NORTECH PROPERTY PRIVATE LIMITED, a Private Limited Company, within the meaning of Companies Act, 2013, holding PAN : **AACCN0602N**, having its Registered Office at 17/1, Lansdowne Terrace, P. S. – P. S. – Rabindra Sarobar (Formerly - Lake), Kolkata -700 026, represented by its Authorised Signatory, **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holding PAN : **AFEPA7678D**, and presently residing at 16/1, Palm Avenue, Kolkata – 700019, P. S. – Karaya, West

Bengal. **“DEVELOPER / PROMOTER”** (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns etc.) of the **SECOND PART**.

AND

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding **PAN** : -----
-----, Adhaar No. -----, by Nationality – Indian, by Occupation - -----, by
Faith - ----- **AND (2) MRS.** -----, wife of Mr. -----, aged about -
----- years, , holding **PAN** : -----, Adhaar No. -----, by Nationality –
Indian, by Occupation - -----, by Faith - -----, both presently residing at -----
-----P. O. - -----
-----, P. S.- -----, West Bengal, India, hereinafter, jointly, called and referred to as the
‘ALLOTTEE’ (which term and expression shall unless excluded by or repugnant to the context to be
deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD
PART.**".

Owners, Developer and Allottee referred to as such or as **Party** and collectively **Parties**.

DEFINITIONS AND INTERPRETATIONS

Unless in these presents there is something in the subject or context inconsistent therewith.

Definitions :

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"**ACT**" means the ‘Real Estate (Regulation and Development) Act, 2016 as amended and/or substituted;

“BUNGLOW ACQUIRERS” shall mean persons who acquire unit/ Bungalows in the Project;

“APPLICABLE INTEREST RATE” shall mean the rate of interest prescribed under the Act from time to time;

“APPLICABLE LAW” shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the

authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

“**APPLICATION MONEY**” shall mean the money given by the Allotee to the Developer at the time of making application for the Bungalow.

APPROVALS shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project.

ARCHITECT shall mean M/s. Raj Agrawal & Associates of 8B, Royd Street, Kolkata- 700016 or any other firm or architects appointed by the Developer.

ASSOCIATION shall mean the Association of Bungalow owners which may be formed by the Developer in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 of such association of Bungalow / Unit owners as may be formed by the Developer for taking control of the common parts and portions and for rendition of common services.

ADVOCATES shall mean Mr. Sanjay Kumar Jain, Advocate, of 9, Old China Bazar Street, Kolkata – 700 001 appointed by the Developer, inter alia, for preparation of this agreement and the sale deed for transfer of the said Bungalow /unit.

“**BOOKING AMOUNT**” shall mean 10% of the Total Consideration of the Bungalow which includes the Application Money;

“**BUILDING COMMON AREAS**” shall mean with respect to the Tower, the areas, facilities and amenities specified in Schedule hereunder which are to be used and enjoyed in common with all the other Bungalow Acquirers of the Units in the Building; and

CAM CHARGES shall mean the proportionate share of common area maintenance charges to be paid by the Allotees inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions.

“**CARPET AREA**” shall mean the net usable floor area of the Unit it including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;

“**CANCELLATION CHARGES**” shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allotees accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Developer’s policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement.

COMPLETION CERTIFICATE shall mean the Completion certificate to be granted by Kolkata Municipal Corporation and/or any other authority certifying completion of the new building and

permitting the Bungalow owner to take possession of the Bungalow intended to be acquired by the Allottee.

COMPLEX shall mean the new building(s) to be constructed at the said Premises and to be commonly known as “**EDEN SPRING VILLAS**” or such other name as the Developer in its absolute discretion may deem fit and proper.

COMMON PARTS PORTIONS AREAS AND AMENITIES shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written) for the common use and enjoyment of all the Allottees/occupiers of the Project;

“**COMMON EXPENSES**” shall include the proportionate share of common expenses briefly described and without limitation in Schedule herein to be paid borne and contributed by the Allottees for rendition of common services;

“**COMMON RULES**” shall mean the rules and regulations specified in Schedule hereunder to be observed by the Bungalow Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

COMMON SERVICE/MAINTENANCE shall mean those services which are to be rendered by the Developer and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.

“**LAND**” shall have the same meaning as ascribed in Recital of this Agreement;

COMMENCEMENT DATE shall mean the date of execution of this Agreement.

DATE OF COMMENCEMENT OF LIABILITY shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Bungalow /Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Developer to the Allottee to take possession of the said Bungalow /Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.

DATE OF OFFER OF POSSESSION (for fit outs) shall mean the date on which the Developer shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Developer plus fifteen days.

DATE OF OFFER OF POSSESSION shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation);

BUNGALOW/UNITS shall mean independent and self-contained Bungalows/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Developer at

the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.

HOUSE RULES/USER shall mean the rules and regulations regarding the use/holding of the said Bungalow /Unit as hereinafter stated.

LICENCES shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project.

NEW BUILDING/s shall mean the New Building and/or buildings to be constructed by the Developer at the said Property in accordance with the said Plan and to comprise of various self-contained Units Bungalows constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.

DEVELOPER shall mean the said '**M/S. NORTECH PROPERTY PRIVATE LIMITED**' and shall mean and include its successor and/or successors in office/interest and assigns.

PREMISES shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).

ALLOTTEE shall be deemed to mean and include:-

In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.

In case the Allottee be a Hindu Undivided family, then it's Karta, coparceners or other members for the time being of the said HUF and their respective heir's legal representative's executors and administrators.

In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

In case the Allottee be a company, then its successors or successors-in-interest.

In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

PLAN shall mean the Building Plan sanctioned by the authorities concerned bearing **Building Plan no. 2022160540 dated 09.03.2023** and shall include all modifications or variations as may be made by the Developer from time to time with prior sanction from the authorities concerned if required.

PROPORTIONATE OR PROPORTIONATELY shall mean the built up area of any Unit to bear to the built up area of all the Bungalow s/Units in the said building provided that where it refers to the share of the Allottees or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user

then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

POSSESSION shall mean the date on which possession is made over by the Developer to the Allottee after Completion Certificate is obtained.

READY TO MOVE IN For the purpose of this Para 'ready to move in possession' shall mean that the Bungalow /unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

SAID BUNGALOW AND THE PROPERTIES APPURTENANT THERETO shall mean ALL THAT the **BUNGALOW /UNIT NO. '-----'**, forming part of the said Housing Complex (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Developer together with Allottee proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall include the right of parking One or more motor car/s in the car parking space, if so specifically and expressly mentioned and described in the **SECOND SCHEDULE** hereunder written).

SAID SHARE IN THE SAID PREMISES shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Developer in its absolute discretion.

SERVICE INSTALLATIONS shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.

SECURITY DEPOSIT shall mean the fund to be created for the purpose of meeting day to day maintenance charges as well as the capital expenses and other incidentals thereto which may be necessary from time to time in respect of the said building. The Purchaser shall keep deposited the amount in respect of Security Deposit, as stated hereunder with the Developer and the said Deposit money shall not bear any interest and the said amount will be transferred by the Co-owners / Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

SERVICE/MAINTENANCE CHARGES shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Developer and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Developer and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the

Allottee on account of the service and maintenance charges shall be determined by the Developer and/or the Association in their absolute discretion.

TERRACE shall mean an open terrace attached to a particular Bungalow /unit and to form an integral part of such Bungalow without any right of any other Bungalow owners.

TOTAL PRICE shall mean the total price as hereinafter appearing agreed to be paid by the Allottee to the Developer in terms of this agreement.

“EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA” or **“EBVT Area”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottees.

“EXTRAS & DEPOSITS” shall mean the costs and deposits specified hereunder to be paid by the Allottees to the Developer in the manner hereinafter provided;

“FORCE MAJEURE” shall have the meaning ascribed to it in the Act;

“MAINTENANCE CHARGES” shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

“MUTUAL EASEMENTS AND RESERVED MATTERS” shall mean the easements and rights specified in Ninth Schedule herein and reserved to the Developer and/or the Association;

“NET AREA” shall mean sum of the Carpet Area of the Unit and EBVT Area.

“PAYMENT PLAN” shall mean the schedule of payment prescribed in Fourth Schedule

"RULES" means the West Bengal Real Estate (Regulation and Development) Rules, 2021, as amended and/or substituted;

"REGULATIONS" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016, as amended and/or substituted from time to time;

"SECTION" means a section of the Act; and

“UNIT” shall mean each unit of occupancy in the Project, being Bungalow and the expression Units shall be construed accordingly.

RECITAL

PART – I

WHEREAS SHRI SAMRENDRA KUMAR BISWAS, son of Late Simson Biswas was the absolute owner and occupier of 4 (four) Bighas, or 80 (eighty) cottahs Sali land comprised in R.S. Dag no – 830 under R.S. Khatian no – 907, R.S. no – 336, Parganas – Magura, Touzi no – 98 & 58, J.L. no – 22, Sheet No – 2, P.S. (old) – Behala, now – Thakurpukur, in Mouza – Kolua, District South

24 Parganas, with right, title, interest and possession over the same, acquired from **MOLINA BALA GOMES**, by virtue of a 'Deed of Conveyance' which was registered in the office of the Sub-Registrar, Behala no 08/01/1954 and duly recorded in Book no – I, Volume no – 4, Pages in written from 170 to 175, Being no – 40 and for the Year 1954.

AND WHEREAS said Samarendra Nath Biswas started exercising his occupation with absolute ownership over his said purchased the land of 80 (eighty) Cottahs, he could be able to mutate his name in the Land Reforms department against his purchased land, and to the subsequent stage decided and sold & transferred his land of 80 (eighty) Cottahs comprised in R.S. Dag no – 830 under R.S. Khatian no – 907, R.S. no – 336, Pargana- Magura, Touzi no – 98 & 58, J.L. no – 22, Sheet No – 2, P.S. (old) – Behala, now Thakurpukur, in Mouza – Kolua, District South 24 Parganas, to one **SRI SITANATH DHAR**, son of Late Gour Chandra Dhar, by virtue of a 'Deed of Conveyance' which was registered in the office of the Joint Sub Registrar of Alipore at Behala on 18/12/1958 and duly recorded in Book no – I, Volume no – 61, Pages in written from 28 to 32, Being no – 4257 and for the Year 1958.

AND WHEREAS while the said **SRI SITANATH DHAR** had been enjoying the right, title interest and possession in respect of the said landed property measuring 80 (eighty) Kattahs appertaining to R.S. Dag no – 830 under R.S. Khatian no – 907, R.S no – 336, Pargana – Magura, Touzi no – 98 & 58, J.L. no – 22, in Mouza – Kolua, District South 24 Parganas, died intestate on 25/03/1965 leaving behind him wife namely **SMT. CHARUBALA DHAR**, three sons namely **SHRI NARAYAN CHANDRA DHAR, SHRI NARENDRA CHANDRA DHAR, SHRI SUNIL DHAR**, and one daughter namely **SUBHADRA DHAR** as his only legal heirs and successors who became absolute owners and occupiers to the aforesaid land of 80 (eighty) cottah, left by Sitanath Dhar, since deceased.

AND WHEREAS to the subsequent stage while the said **SMT. CHARUBALA DHAR** along with other aforesaid co-sharers, had been enjoying the right, title and possession in respect of her undivided share in the aforesaid property of 80 (eighty) Cottah land appertaining to R.S. Dag no – 830 under R.S. Khatian no – 907, R.S. no – 336, Pargana – Magura, Touzi no – 98 & 58, J.L. no – 22, in Mouza – Kolua, P.S. – Thakurpukur, District South 24 Parganas died intestate on 03/07/1994, leaving intestate behind her three sons namely **SHRI NARAYAN CHANDRA DHAR, SHRI NARENDRA CHANDRA DHAR, SHRI SUNIL DHAR**, and one daughter namely **SUBHADRA DHAR** as her only legal heirs and successors.

AND WHEREAS thus the legal heirs and successors of said Smt. Charubala Dhar namely **SHRI NARAYAN CHANDRA DHAR, SHRI NARENDRA CHANDRA DHAR, SHRI SUNIL DHAR,**

and **SUBHADRA DHAR** became joint owners of the said property i.e., measuring more or less 80 (eighty) Kattahs Sali land appertaining to R.S. Dag no – 830 under R.S. Khatian no – 907, R.S. no – 336, Pargana – Magura, Touzi no – 98 & 58, J.L. no – 22, Sheet No – 2 in Mouza – Kolua, District South 24 Parganas, in respect of 1/4th share each.

AND WHEREAS to the subsequent stage while the said **SHRI NARAYAN CHANDRA DHAR**, had been enjoying the right, title and possession in respect of his 1/4th undivided share in the said total 80 (eighty) cottah Sali land appertaining to R.S. Dag no – 830 under R.S. Khatian no – 907, R.S. no – 336, Pargana – Magura, Touzi no – 98 & 58, J.L. no – 22, in Mouza – Kolua, District South 24 Parganas, died in bachelor, intestate on 09/10/1998, leaving behind him two brothers namely **SHRI NARENDRA CHANDRA DHAR** alias **NARENDRA DHAR**, **SHRI SUNIL DHAR**, and one sister namely **SUBHADRA DHAR** as his only legal heirs and successors.

AND WHEREAS thus the legal heirs and successors of said Narayan Chandra Dhar, namely **SHRI NARENDRA CHANDRA DHAR**, **SHRI SUNIL DHAR** and **SUBHADRA DHAR** became joint owners of the property i.e. measuring more or less 80 (eighty) Kattahs appertaining to R.S. Dag no – 830 under R.S. Khatian no – 907, R.S. no – 336, Pargana – Magura, Touzi no – 98 & 58, J.L. no – 22, Sheet No – 2 in Mouza – Kolua, District South 24 Parganas, in respect of 1/3rd share each, inheriting the share of said Narayan Chandra Dhar since deceased.

WHEREAS said **SHRI NARENDRA CHANDRA DHAR**, **SHRI SUNIL DHAR** and **SUBHADRA DHAR**, while enjoying their right, title, interest and possession in respect of the Plot of land measuring more or less, 80 (eighty) Kattahs, sold conveyed and transferred, a demarcated and divided plot of land measuring **65 (Sixty Five) Kattahs 42 (Forty Two) Square Feet** under **Mouza – Kolkua**, under R. S. Dag No – 830 (P), R. S. Khatian No. 907, J. L. No. 22, Touzi No. 98 & 58, Pargana – Magura, Police Station – **Haridevpur** (Formerly – Thakurpukur), Formerly under Joka – II Gram Panchayet and presently under Kolkata Municipal Corporation Ward No. 143, Dist: South 24 Parganas, West Bengal, free from all encumbrances, charges, liens, lispences, attachments, trusts whatsoever or howsoever, sold conveyed and transferred, jointly, to (1) **M/S. BHAGIRATHI ABASAN PRIVATE LIMITED**, (2) **M/S. B. B. M. CONSTRUCTION PRIVATE LIMITED**, (3) **M/S. CALVIN MARKETING PRIVATE LIMITED**, (4) **M/S. DYNASTY VANIJYA PRIVATE LIMITED**, (5) **M/S. JEEVANDEEP TRADING COMPANY PRIVATE LIMITED**, (6) **M/S. JYOTI DEALER PRIVATE LIMITED**, (7) **M/S. LAGAN NIRMAN PRIVATE LIMITED**, (8) **M/S. LARIKA TRADECOM NIRMAN PRIVATE LIMITED**, (9) **M/S. MAINK HOUSING PRIVATE LIMITED**, (10) **M/S. MADHUR ENCLAVE PRIVATE LIMITED**, (11) **M/S. MEMORY ESTATE PRIVATE LIMITED**, (12) **M/S. MIRIK PROPERTY PRIVATE**

LIMITED, (13) M/S. MOHINI MULTIPLEX PRIVATE LIMITED, (14) M/S. NIRMAL COMPLEX PRIVATE LIMITED, (15) M/S. NAWHAL FINANCIAL & SERVICES PRIVATE LIMITED, holding PAN : AABCN1220B, (16) M/S. NAVRANG ENCLAVE PRIVATE LIMITED, (17) M/S. NAMRATA HOUSING PRIVATE LIMITED, (18) M/S. NAVRAG PLAZA PRIVATE LIMITED, (19) M/S. OLIVER ENCLAVE PRIVATE LIMITED, (20) M/S. PURNIMA PROMOTERS PRIVATE LIMITED, holding PAN : AADCP5434H, (21) M/S. PRACHI HOUSING PRIVATE LIMITED, (22) M/S. RITURAJ COMPLEX PRIVATE LIMITED, (23) M/S. RAINCOM GOODS PRIVATE LIMITED and (24) M/S. NORTECH PROPERTY PRIVATE LIMITED, Owners herein, by virtue of a 'Deed of Conveyance' being Deed No. 02702 for the year 2012, duly registered at the office of A. D. S. R. – Behala, West Bengal, recorded in Book No. - I, CD Volume No. 9, written in Page Nos. 647 to 669.

PART – II

WHEREAS one **SHRI KAJAL CHANDRA BARUI**, son of Late Gobinda Chandra Barui, became the absolute owner, occupier, seized and possessed of and otherwise in respect of a demarcated land measuring more or less 66 Decimal i.e. 2 Bighas appertaining to R.S. Dag No. 830/1303 under R.S Khatian no. 894 in Mouza- Kalua, Pargana-Magura, P.S. – Thakurpukur, now - Haridevpur, Touzi No - 98, 38, R.S. No. - 336, J. L. No. - 22, District-24 Parganas (s) by way of purchase from one **1) S. GOMES**, wife of Late John Thomas Gomes and **2) LOUIS GOMES**, daughter of Late John Thomas Gomes by virtue of “Deed of Conveyance” which was registered in the office of S.R. at Alipur Sadar on 04/01/1952 and duly recorded in Book No-I, Volume No-6, Pages in written 290 to 294, Deed No-73 and for the year 1952.

AND WHEREAS while the said **SHRI KAJAL CHANDRA BARUI**, son of Late Gobinda Chandra Barui had been enjoying his right, title, interest and possession in respect of his purchased demarcated land measuring more or less 66 Decimal i.e. 2 Bighas appertaining to R.S. Dag No. 830/1303 under R.S Khatian no. 894 in Mouza-Kalua, Pargana-Magura, P.S.-Thakurpukur, now-Haridevpur, Touzi No-98, 38, R.S. No-336, J.L. No-22, District-24 Parganas(s), recorded his name in record of rights in Revisional Settlement.

AND WHEREAS while the said **SHRI KAJAL CHANDRA BARUI**, son of Late Gobinda Chandra Barui had been enjoying the right, title, interest and possession in respect of his purchased demarcated land measuring more or less 66 Decimal i.e. 2 Bighas appertaining to R.S. Dag No. 830/1303 under

R.S Khatian no. 894 in Mouza-Kalua, Pargana-Magura, P.S.-Thakurpukur, now-Haridevpur, Touzi No-98, 38, R.S. No-336, J.L. No-22, District-24 Parganas(s), died on 29th Poush, 1369 as per Bengali calender year (Probably 14/01/1963 as per English calender year) and leaving intestate behind his three sons namely 1) **BHUDHAR CHANDRA BARUI**, 2) **GOPAL CHANDRA BARUI** and 3) **BALARAM BARUI** as his only legal heirs and successors.

AND WHEREAS thus the said 1) **BHUDHAR CHANDRA BARUI**, 2) **GOPAL CHANDRA BARUI** and 3) **BALARAM BARUI** became the absolute joint owners, possessors, seized and possessed of the aforesaid demarcated land measuring more or less 66 Decimal i.e. 2 Bighas appertaining to R.S. Dag No. 830/1303 under R.S Khatian no. 894 in Mouza-Kalua, Pargana-Magura, P.S.-Thakurpukur, now-Haridevpur, Touzi No-98, 38, R.S. No-336, J.L. No-22, District-24 Parganas(s).

AND FURTHER WHEREAS while the said 1)**BHUDHAR CHANDRA BARUI**, and 2)**GOPAL CHANDRA BARUI** had been enjoying the right, title, interest and possession in respect of 1/3rd each share i.e. 22 Decimal each and hence altogether 44 Decimal in the schedule property, conveyed and transferred the same to their full blood brother **BALARAM BARUI** by virtue of "Gift Deed" which was registered in the office of S.R. at Alipur on 12/06/1979 and duly recorded in Book No-I, Volume No-72, Pages in written 1 to 11, Deed No-2548 and for the year 1979.

AND FURTHER WHEREAS thus **BALARAM BARUI** become the absolute owner, possessor, seized and possessed of the schedule demarcated land measuring more or less 66 Decimal i.e. 2 Bighas appertaining to R.S. Dag No. 830/1303 under R.S Khatian no. 894 in Mouza-Kalua, Pargana-Magura, P.S.-Thakurpukur, now-Haridevpur, Touzi No-98, 38, R.S. No-336, J.L. No-22, District-24 Parganas(s) by virtue of gift and inheritance.

AND FURTHER WHEREAS while the said **BALARAM BARUI** had been enjoying the right, title, interest and possession in respect of the schedule property measuring more or less 66 Decimal i.e. 2 Bighas, mutated his name before the B.L. & L.R.O. authority vide Mutation Case Number-30/J-11/1993 and Memo Number-6/2820/TM/95 dated 30/11/1995 and has been paying khazanas before B.L. & L.R.O. authority regularly.

AND FURTHER WHEREAS while the said **BALARAM BARUI** had been enjoying the right, title, interest and possession in respect of the schedule property measuring more or less 66 Decimal i.e. 2 Bighas, recorded his name in L.R. record of rights in respect of L.R. Dag Number 867 under L.R. Khatian Number 1425 in Mouza-Kalua.

AND FURTHER WHEREAS said **BALARAM BARUI**, while enjoying his right, title, interest and possession in respect of the Plot of land measuring more or less, measuring more or less 66 Decimal i.e. 2 Bighas appertaining to R.S. Dag No. 830/1303 under R.S Khatian no. 894 in Mouza-Kalua, Pargana-Magura, P.S.-Thakurpukur, now-Haridevpur, Touzi No-98, 38, R.S. No-336, J.L. No-22, District-24 Parganas(s) , West Bengal, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever, sold conveyed and transferred, in pursuance to sell, jointly, to (1) **M/S. BHAGIRATHI ABASAN PRIVATE LIMITED**, (2) **M/S. B. B. M. CONSTRUCTION PRIVATE LIMITED**, (3) **M/S. CALVIN MARKETING PRIVATE LIMITED**, (4) **M/S. DYNASTY VANIJYA PRIVATE LIMITED**, (5) **M/S. JEEVANDEEP TRADING COMPANY PRIVATE LIMITED**, (6) **M/S. JYOTI DEALER PRIVATE LIMITED**, (7) **M/S. LAGAN NIRMAN PRIVATE LIMITED**, (8) **M/S. LARIKA TRADECOM NIRMAN PRIVATE LIMITED**, (9) **M/S. MAINK HOUSING PRIVATE LIMITED**, (10) **M/S. MADHUR ENCLAVE PRIVATE LIMITED**, (11) **M/S. MEMORY ESTATE PRIVATE LIMITED**, (12) **M/S. MIRIK PROPERTY PRIVATE LIMITED**, (13) **M/S. MOHINI MULTIPLEX PRIVATE LIMITED**, (14) **M/S. NIRMAL COMPLEX PRIVATE LIMITED**, (15) **M/S. NAWHAL FINANCIAL & SERVICES PRIVATE LIMITED**, holding PAN : AABCN1220B, (16) **M/S. NAVRANG ENCLAVE PRIVATE LIMITED**, (17) **M/S. NAMRATA HOUSING PRIVATE LIMITED**, (18) **M/S. NAVRAG PLAZA PRIVATE LIMITED**, (19) **M/S. OLIVER ENCLAVE PRIVATE LIMITED**, (20) **M/S. PURNIMA PROMOTERS PRIVATE LIMITED**, holding PAN : AADCP5434H, (21) **M/S. PRACHI HOUSING PRIVATE LIMITED**, (22) **M/S. RITURAJ COMPLEX PRIVATE LIMITED**, (23) **M/S. RAINCOM GOODS PRIVATE LIMITED** and (24) **M/S. NORTECH PROPERTY PRIVATE LIMITED**, Owners herein, by virtue of a 'Deed of Conveyance' being Deed No. 10815 for the year 2012, duly registered at the office of Additional Registrar of Assurances – I, Kolkata, recorded in Book No. - I, CD Volume No. 22, written in Page Nos. 6533 to 6552.

AND WHEREAS thus by virtue of the aforesaid two nos. 'Deeds of Conveyance', M/s. Bhagirathi Abasan Private Limited & 23 Other Private Limited Companies, Owners herein became the owner of altogether **105 (One Hundred Five) Kattahs 42 (Fourty Two) Square Feet** of Land and they have been enjoying their right, title, interest and possession in respect of the said land, and they have been, jointly, enjoying their right, title, interest and possession in respect of the said undivided and undemarcated scheduled land being **MUNICIPAL PREMISES NO. - 9/12/5, YENI SARANI, KOLKATA – 700 104**, P. S. – Haridevpur, P. O. – Joka, West Bengal, under **Mouza – Kolua** , under R. S. Dag No - R. S. Dag No – 830 (P), 830/ 1303, under R. S. Khatian No. 907, 894 corresponding to L. R. Dag No. 840 & 867, under L.R. Khatian Nos. 7075 to 7098, Touzi No. 98 & 58, Pargana – Magura, J. L. No. – 22, under Kolkata

Municipal Corporation Ward No. 143, (Formerly under Joka – II Gram Panchayet), P. S. – **Haridevpur** (Formerly – Thakurpukur), Dist : South 24 Parganas, West Bengal.

AND WHEREAS while enjoying their right, title, interest and possession in respect of the said scheduled land, the Co-Owners herein have, jointly, mutated their name with the authority of Kolkata Municipal Corporation under **Assessee No. 711432702034** under **Municipal Premises No. 9/12/5, Yeni Sarani, Kolkata – 700 104, P. S. – Haridevpur, P. O. – Joka, West Bengal** and they have got the said land mutated with the B. L. & L. R. O. authority, as well

AND WHEREAS in consideration of what is hereinafter appearing the Owners have agreed to grant the exclusive right of Development in respect of the said total land unto and in favour of the Developer herein and the Developer has agreed to undertake development of the said land and to incur all costs, charges and expenses in connection therewith including the cost of preparation and sanction of the plan (hereinafter referred to as the **CONSTRUCTION COST**) and to cause new building/s and/or a decent Housing Complex to be constructed on the said land (hereinafter referred to as the **HOUSING COMPLEX**) and thereafter to sell and transfer the various Bungalows, units, apartments constructed spaces and car parking spaces forming part of the said Housing Complex and to divide and distribute the gross sale proceeds accruing therefrom between the Owner and Developer in the proportion as hereinafter appearing.

AND WHEREAS at the request of the said Owner, the Developer herein has agreed to develop the said property and to commercially exploit the same for the consideration by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property the Co-Owners amongst themselves decided that the Developer, being one of the Co-owner, will undertake the development of the said Property and accordingly by a '**JOINT DEVELOPMENT AGREEMENT**' dated **30.11.2021** registered at the Office of the A. R. A. – I, Kolkata, recorded in Book No. - I, Volume No. – 1901-2021, being Deed No. – **09472** for the year 2021, written in Page No. 528990 to 529035 and made between Owners No. 1 to 23 therein collectively referred to as the First Party/Owner of the One Part and **M/S. NORTECH PROPERTY PRIVATE LIMITED**, the Developer herein, therein referred to as the Developer of the Other Part and the said Owners granted the exclusive right of development in respect of the said Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said JDA) and on the terms and conditions hereinafter appearing.

AND WHEREAS the Co-Owners No. 1 to 23 herein have executed a Registered Development '**POWER OF ATTORNEY**' dated **30.11.2021**, duly registered at the Office of A. R. A. – I, Kolkata, recorded in Book No. - I, Volume No. 1901-2021, written in Page No. 461367 to 461399 being Deed No. - **09479** for

the year 2021, in favour of the Developer granting the several powers therein stated and to effectuate and implement the construction of the Building Complex at the said premises in a better and more expedient manner and to share the sale proceeds among themselves. The Vendor agreed to vest power upon the Developer in respect of certain additional responsibilities more fully mentioned therein.

AND WHEREAS the Developer shall undertake the construction of the building on the plot of land owned by the said Owner particulars of which are described in **SCHEDULE –‘A’** hereunder written and hereinafter called the said land and shall obtain a building to be sanctioned from Kolkata Municipal Corporation in the name of the Owners herein.

AND WHEREAS that the Developer shall at its cost and expenses shall construct the proposed building on the schedule property in accordance with the building plan to be sanctioned by the Competent authority and confirm to such specification as may be recommended by the recognized licensed holder Architect from time to time appointed for the purposes and it is hereby clearly understood that the decision of the Architect regarding the quality of materials shall be final and binding on the parties hereto.

AND WHEREAS by and under the said JDA it has been agreed between the Owners that the Developer shall be entitled to enter into agreements for sale and transfer of the various Bungalows, units, apartments, constructed spaces and car parking spaces in its own name and to receive realize and collect the amount of consideration and other amounts in its own name and that the net sale proceeds accruing consequent to sale and transfer of the Developer shall be apportioned amongst the Co-owners in the manner as provided for in the said JDA

AND WHEREAS in pursuance of the said JDA and in furtherance thereof the Developer caused a map or plan in respect of the entire land, Owned by Owner No. 1 & 2 herein and the Developer, being one of the Co-owner No. 3 herein, sanctioned by the concerned authorities bearing **Sanction No. 2022160540 dated 09.03.2023 (hereinafter referred to as the said PLAN)** and the Developer has commenced the work of construction of new building and/or buildings at the said Premises to comprise of various self-contained Bungalows units constructed spaces and car parking spaces (hereinafter referred to as the HOUSING COMPLEX) to be ultimately held by owned by various intending purchasers on ownership basis.

AND WHEREAS the Promoter caused the said housing project to be registered in accordance with the provisions of ‘Real Estate (Regulation and Development) Act (hereinafter referred to as the said ACT) under Registration No. **WBRERA/NPR/-----**.

The Allottee had applied for allotment of a Bunglow in the Project and the Developer has agreed to allot to the Allottee ALL THAT the **Unit/Bunglow No. ‘-----’**, containing by estimation a Carpet Area of ----- **Square Feet (more or less)** (hereunder referred to as the said UNIT situation whereof is shown and delineate in the map or plan annexed hereto and bordered in RED thereon) TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land in the said Complex appurtenant and/or allocable thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) for the consideration and subject to the terms and conditions hereinafter appearing.

The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

The parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer has agreed to sell and transfer and the Purchaser agrees to purchase and acquired the said Unit/ Bunglow and the covered parking space for the consideration and subject to the terms and conditions hereinafter appearing.

The Land is earmarked for the purpose of developing a residential housing project consisting of 06 (Six) Blocks, comprising of 45 Nos. Residential Bungalows and the said project shall be known as “**EDEN SPRING VILLS**” ("Project");

The Allottee had applied for a Bunglow/Unit in the Project and has been allotted the **Bunglow/ Unit No. ‘-----’** having Carpet Area of ----- **SQUARE FEET** and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, having area of ----- **SQUARE FEET** aggregating to Net Area of ---
----- **SQ. FT. :**

Unit	Sq. Ft
------	--------

Carpet Area of Unit	-----
EBVT Area	-----
Net Area = (Carpet Area of Unit + EBVT Area)	-----

in the Building Complex, hereinafter referred to as the said "Bungalow", together with right to park **1 (ONE)** small/medium sized motor car on the **OPEN CAR PARKING SPACE** more particularly described in the Second Schedule hereunder;

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottees, the Developer has given inspection to the Allottees of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Act.

The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottees hereby agrees to purchase the Bungalow on ownership basis and the garage/covered parking (if applicable) as specified in the Second Schedule hereunder.

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agree to purchase, the Said Bungalow And Appurtenances, described in **Schedule – 'B'** below.

1.2 The Total Price payable for the Said Bungalow And Appurtenances is more particularly mentioned in **Schedule – ‘C’** below.

The **TOTAL CONSIDERATION** of Bungalow is **RS. -----/- (RUPEES ----- ONLY)** (“**TOTAL CONSIDERATION OF BUNGLOW**”).

Bungalow/ Unit No. ----- Floor ----- Carpet Area of the Unit : EBVT Area :	Rate of Bungalow per Square Feet of Carpet Area : Rs. -----/-
Cost of Bungalow	Rs. -----/-
Cost of exclusive balcony or verandah areas	Rs. -----/-
Cost of Covered Car Park –	Rs. -----/-
Consideration for the Bungalow	Rs. -----/-
GST	Rs. -----/-

The Total Extras and deposits in respect of Bungalow is Rs. -----/- (Rupees ----- -) (“**Total Extras and Deposits**”).

Extras and Deposits :	
Advance Maintenance Charges- This amount is payable towards advance against maintenance charges for the said Bungalow	Rs. -----/-
Sinking Fund – Interest free Sinking Fund amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes, if any, and the balance amount shall be transferred to the Association.	Rs. -----/-
HT Line & Electricity Charges- This amount is payable for the said Bungalow as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Co-owners / Developer in making arrangement with CESC/ WBSEB and/or	Rs. -----/-

any other electricity supply agency for providing and installing transformer and/or High Tension Line at the said Project. Provided the Allottee shall pay the Deposit to CESC/ WBSEB directly on account of Individual Meter.	
Legal and Documentation Charges	Rs. -----/- at the time of execution of this 'Agreement for sale' and Rs. ----- ---/- at the time of execution of the Deed of Conveyance. Cheque to be issued in the name of Advocate, Mr. Sanjay Kumar Jain.
Diesel Generator Power Backup- Generator charges for limited back up	Rs. -----/-
Association Formation Charges	Rs. -----/-.
Bungalow Mutation, Apportionment & Assessment In The Name of The Buyer	Rs. -----/-
Total Extras and Deposits (in Rupees)	Rs. ----- /-

Explanation:

- (i) The Total Price includes the booking amount paid by the Allottee to the Developer towards the Said Bungalow And Appurtenances.
- (ii) In addition to the Total Price, the Allottee shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Bungalow And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Bungalow And Appurtenances, shall be borne and paid by the Allottee alone and the Developer shall not be liable to bear or pay the same or any part thereof. It is further clarified that the price of the Said Bungalow And Appurtenances has been arrived after adjusting the GST input credit to be passed on the Allottee and Allottee shall not claim demand or dispute the same.

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate 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, the amount payable as stated in **Schedule – 'C'** below and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the detail of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of the Said Bungalow And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Bungalow and the Project but excludes Taxes and maintenance charges.

1.3 The Total Price is escalation-free, save and except escalations/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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Developer shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule – 'C'** ("**Payment Plan**").

1.5 It is agreed that the Developer 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 Developer at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which

sale is effected) in respect of the Said Bungalow, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Developer shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alterations.

1.6 The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Block is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the bungalow allotted to the Allottee, the Developer shall demand additional amount from the Allottee toward the Total Price, which shall be payable by the Allottee prior to taking possession of the Said Bungalow. It is clarified that the payments to be made by the Developer/Allottee, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

1.7 Subject to Clause 9.3 of this Agreement, the Developer agrees and acknowledges that the Allottee shall have the following rights to the Said Bungalow And Appurtenances:

- (i) The Allottee shall have exclusive ownership of the Said Bungalow.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **Schedule E** below). Since the share/interest of the Allottee in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Real Estate Project along with other occupants/allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) The computation of the price of the Said Bungalow And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Bungalow and the Project but excludes Taxes and maintenance charges.
- (iv) The Allottee has the right to visit the Real Estate Project site to assess the extent of development of the Project and his bungalow, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

- 1.8 It is made clear by the Developer and the Allottee agrees that the Bungalow shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital I (including all its sub-clauses), it is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property (described in **Schedule 'B'** below) 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 the Project's facilities and amenities shall be available for use and enjoyment of the allottees as expressly mentioned in this Agreement.
- 1.9 The Developer agrees to pay all outgoings before transferring the physical possession of the bungalow to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the bungalow to the Allottee, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.10 The Allottee has paid a sum equivalent to 10% (Ten percent) of the total price as booking amount being part payment towards the Total Price of the Said Bungalow And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Bungalow And Appurtenances as prescribed in the Payment Plan [specified in **Schedule – 'C'**] as may be demanded by the Developer within the time and in the manner specified therein **Provided that** if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENTS:

- 2.1 Subject to the terms of this Agreement and the Developer abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through Cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Developer payable at Kolkata.

- 2.2 The Developer shall be entitled to securities the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 2.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Developer under this Agreement and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- 2.4 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Developer to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Developer demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 29 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Developer upon the Allottee, and non-receipt thereof by the Allottee shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.5 In the event of delay and/or default on the part of the Allottee 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 Developer under this Agreement or under applicable law, the Developer shall be entitled to adjust against any subsequent amounts received from the Allottee, 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 Developer with such permission, approvals which would enable the Developer 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said bungalow applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

3.3. The tax deduction at source (TDS) under section 194 – IA of the Income Tax Act, 1961, shall be deducted by the Allottee(s) on the consideration payable to the Co-owners / Developer , if applicable, and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Co-owners / Developer within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Co-owners / Developer, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Bungalow to the Allottee and the Common Areas of the Real Estate Project (described in Schedule E below) to the association of allottees, upon its formation and registration.

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

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Bungalow and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement. 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 Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule – ‘D’** of this Agreement.

6.2 The Allottee agrees, accepts and confirms that the Developer is entitled to the rights and entitlements in this Agreement including as stated in this Clause in accordance with what is stated at Recitals hereinabove:-

6.2.1 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/bungalows/structures thereon including the Real Estate Project and the Other Residential Component in the manner more particularly detailed at Recitals I hereinabove. The Developer shall be entitled to develop the Larger Property as the Developer deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee has agreed to purchase the Said Bungalow And Appurtenances based on the unfettered rights of the Developer in this

regard.

- 6.2.2 The Developer has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Developer has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottee/s of bungalow in the Said Block and/or the Real Estate Project and/or in the Whole Project, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee of Bungalow in the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Developer and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottee/s of bungalows in the Real Estate Project shall object to the Developer laying through or under or over the land described in **Schedule 'A'** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other blocks/buildings/structures which are to be developed and constructed on any portion of the Larger Property.
- 6.2.3 The Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Real Estate Project (specified in **Schedule E** below) and the Whole Project Included Amenities (specified in **Schedule F** below) in common with other allottee/s and users in the Real Estate Project and the Whole Project and the Developer and its contractors, workmen, agents, employees, personnel and consultants. The Allottee is also aware that the Developer shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Developer may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component and the Non-Residential Component and shall not be available to the Allottee or any other allottees/occupants of the Real Estate Project.
- 6.2.4 The Whole Project Included Amenities and any other areas as may be designated by the Developer including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property shall be an integral part of the layout of the development of the Whole Project and the Larger Property and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.

6.2.5 The Allottee shall at no time demand partition of the Said Bungalow And Appurtenances and/or the Said Block and/or the Real Estate Project and/or the Other Residential Component/the Non-Residential Component and/or the Whole Project and/or the Project Property and/or the Larger Property.

7. POSSESSION OF THE BUNGALOW:

7.1. **Schedule for possession of the Said Bungalow** - The Developer agrees and understands that timely delivery of possession of the Said Bungalow to the Allottee and the Common Areas of the Real Estate Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Developer assures to hand over possession of the Said Bungalow along with ready and complete Common Areas of the Real Estate Project (as specified in **Schedule E** below) with all specifications (as provided in **Schedule D** below) in place on **30.06.2026** (“**Completion Date**”), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project; or any further delay(s) beyond the control of the Developer due to epidemic, quarantine restriction, state or nation wide lockdown, including any future disruptions due to the coronavirus disease (“**Force Majeure**”). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Bungalow. 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 Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refunding the money the Allottee paid, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Allottee. However, if the Said Bungalow is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) 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 Allottee is 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, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the common area with in the MLCP and/or the land comprised in the

Project Property and/or Larger Property or any part thereof are required and to be transferred to the association of allottees, then the Developer and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts, deeds and things and signs, executes and delivers all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottee herein) proportionately and the Developer and/or the Owners shall not be liable therefor in any manner whatsoever and the Allottee and the other allottees shall keep the Developer and the Owners fully indemnified with regard thereto.

7.2. Procedure for taking possession - The Developer, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Bungalow, to the Allottee in terms of this Agreement to be taken within One month from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on Schedule – ‘H’ below) as determined by the Developer/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The Developer shall hand over the photocopy of completion certificate of the Project to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Bungalow - Upon receiving a written intimation from the Developer as mentioned in Clause 7.2 above, the Allottee shall take possession of the Said Bungalow from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Said Bungalow to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee 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 Bungalow shall become applicable.

7.4. Possession by the Allottee- After obtaining the completion certificate and handing over physical possession of the bungalows comprised in the Real Estate Project to the allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule – ‘E’ below), to the association of allottees, upon its formation and registration;

Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below) to the association of allottees within thirty days after formation and registration of the association of allottees.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer, the Developer herein is entitled to forfeit the entirety of the booking amount paid for the allotment i.e. a sum equivalent to 10% (Ten Per cent) of the Total Price. Upon registration of the Deed of Cancellation in respect of the Said Bungalow and Appurtenances and upon resale of the Said Bungalow and Appurtenances i.e. upon the Developer subsequently selling and transferring the Said Bungalow and Appurtenances to another allottee and receipt of the sale price thereon, the Developer shall after adjusting the booking amount, refund to 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 as determined by the Developer and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Bungalow to another allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Developer.

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

7.6. Compensation - The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Said Bungalow is being constructed, 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 Developer fails to complete or is unable to give possession of the Said Bungalow (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; 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 Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Bungalow, 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 Developer 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 Bungalow which shall be paid by the Developer to the Allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE CO-OWNERS/DEVELOPER:

8.1 At or before execution of this agreement, the Owner has represented and assured the Developer as follows:-

- i) **That** the Owners are presently the sole and absolute owner of the said Total Land.
- ii) **That** the Owner have a marketable title in respect of the said Total Land.
- iii) **That** the Owners are presently in khas possession of the said Total Land.
- iv) **That** the Owners have not entered into any Agreement for Sale, transfer, lease and /or development nor has created any interest of any third party into or upon the said Total Land or any part or portion thereof.
- v) **That** no part or portion of the said Total Lands is subject to any notice of any acquisition and / or requisition.
- vi) **That** there is no legal bar or impediment in the owner entering into this agreement.
- vii) **That** all rates and taxes Khazanas and other outgoings payable in respect of the said Total Lands have been paid and / or shall be paid by the Owner upto the date of execution of this agreement.
- viii) **That** there is no water body and / or pond on the said total lands and in the records of the Block Land and Land Reforms Officer and / or Municipality.
- ix) **That** the Owners have executed a registered 'Power of Attorney' in favour of the Developer or its Nominee and/or nominees to enable the Developer to carry out various works for undertaking the said Housing Complex and the Owners shall give symbolic possession of the plot of land to the Developer on which Developer shall cause the necessary construction activities.

8.2 At or before execution of this agreement, the Developer has represented and assured the Owner which are as follows:-

- i) **That** the Owners have delivered to the Developer copies of the title deeds, parcha, municipal taxes, receipts, record of rights, mutation certificate and all link deeds in respect of the said lands.
- ii) **That** the Developer has fully satisfied itself as to the right of ownership of the owner in respect of the said lands.
- iii) **That** the Developer has examined the total land area forming part of the said land.

- iv) **That** the Developer has satisfied itself as to the local conditions and acknowledge that it shall be the responsibility of the Developer to take care of all the local problems which the Developer may face while undertaking the work of construction at the said land.
- v) **That** the Developer assures the owner that the Developer has adequate financial resources and necessary personal and / or team to undertake development of the said land.
- vi) **That** the Developer shall utilize the maximum permissible F.A.R as far as possible.

8.3 Relying on the aforesaid representations and believing the same to be correct and true and acting on the faith thereof, the Developer has agreed to undertake the work of development of the said total land subject to the terms and conditions hereinafter appearing.

8.4 The Owner doth hereby declare and covenant with the Developer as follows:

- i) **That** the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **All That** the said premises.
- ii) **That** the said premises is free from all encumbrances, charges, liens, lispendences, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- iii) **That** excepting the Owner, no one else has any right, title, interest, claim or demand whatsoever or howsoever and in respect of the said premises or any portion thereof.
- iv) **That** there is no attachment under the 'Income Tax Act' or under neither any of the provisions of the 'Public Debt Recovery Act' in respect of the said premises or any part thereof nor any proceedings in respect thereof is pending nor do any notice in respect of any such proceedings have been received or served on the Owner.
- v) **That** the Owner has the absolute right and authority to enter into this agreement with the Developer in respect of the development of its schedule premises.
- vi) **That** the Developer hereby undertakes to indemnify and keep indemnified the Owner from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessor rights in the said premises arising out of or due to the negligence or non-compliance of any laws, bye-laws, rules and regulations of 'Kolkata Municipal Corporation' and/or any other Government or local bodies as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to the construction of the building. All costs and charges in this regard shall be paid by the Developer.

8.5. Developer's Right Of Construction:

8.5.1 **That** the Owner hereby grants exclusive right to the Developer to build upon and to commercially exploit the said premises in legal manner as the Developer may choose by constructing building/s thereon at its own cost and expenses.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i) Developer fails to provide ready to move in possession of the Said Bungalow to the Allottee within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Bungalow shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this Agreement, and for which completion certificate, has been issued by the competent authority;
- ii) Discontinuance of the Developer's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee 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 Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the bungalow, along with interest at the rate prescribed 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 Bungalow 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 Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Bungalow, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payment to the Developer 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 Developer on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, the Developer, upon 30 (thirty) days written notice, may cancel the allotment of the Bungalow in favour of the Allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Bungalow and Appurtenances and upon resale of the Said Bungalow and Appurtenances i.e. upon the Developer subsequently selling and transferring the Said Bungalow and Appurtenances to another allottee and receipt of the sale price thereon, the Developer shall after adjusting the booking amount, refund to 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 as determined by the Developer and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Developer and/or the Said Bungalow and Appurtenances and the Developer shall be entitled to deal with and/or dispose off the Said Bungalow and Appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID BUNGALOW:

The Developer, on receipt of Total Price of the Said Bungalow and Appurtenances (as provided in **Schedule C** under the Agreement) from the Allottee, shall execute a conveyance deed drafted by the Developer's legal advisors and convey the title of the Said Bungalow and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee:

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Allottee shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

11. MAINTENANCE OF THE SAID BLOCK /BUNGALOW /PROJECT:

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the Completion Certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee (to the

Developer) from the date of obtaining completion certificate till handover of maintenance of the Real Estate 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 Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee of the Project including those mentioned in **Schedule – ‘H’** below (“**Common Expenses/ Maintenance Charges**”). In addition to the aforesaid Common Expenses/Maintenance Charges, the Allottee shall solely be responsible for the upkeep and maintenance of the Front yard (including the parking area), Backyard and the roof of the Said Bungalow and the overhead tank, and shall bear and pay all costs and expenses in connection therewith.

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 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 from the date of obtaining the completion certificate, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2 It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate 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 Allottee and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee is aware that any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Bungalow at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Developer in this regard.

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

13.1 The Allottee(s) hereby agrees to purchase the Bungalow & Car Parking Space, in the specific understanding that his/her/its right to use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Co-owners / Developer /maintenance agency/Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Co-owners / Developer / Association 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:

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE BUNGALOW/PROJECT

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

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

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

Dishonour of Payment Instruments

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Co-owners / Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Co-owners / Developer shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Co-owners / Developer of all the amounts including the dishonour charges of Rs. 500/- (Rupees Five Hundred only) for each dishonour. In the event the said Demand Draft is not tendered within 7 (seven) days then the Co-owners / Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Co-owners / Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Co-owners / Developer has no obligation to return the original dishonoured cheque.

Raising of Finance by Allottee

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.

Deemed Possession

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Co-owners / Developer, the Allottee shall be deemed to have taken possession on the 15th days from the date of such notice, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Developer shall not be under any obligation to handover possession of the Apartment.

On and from the Possession Date:

The Apartment shall be at the sole risk and cost of the Allottee and the Co-owners / Developer shall have no liability or concern thereof;

The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;

All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.

The Allottee shall become liable to pay all other expenses necessary and incidental to the management and maintenance of the Project.

Right of Allottee to use Common Areas subject to Payment of Maintenance Charges

The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Co-owners / Developer (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Co-owners / Developer or the Association from time to time.

Additions or Replacements

As and when any plant and machinery, including but not limited to, DG sets, electric substations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on pro-rata basis as specified by the Association. The Co-owners / Developer and upon completion, the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

Maintenance and Association

Maintenance

Upon completion of the Project the Co-owners / Developer will hand over its management for maintenance to the Association for which the Allottee may be required to execute an agreement (“Maintenance Agreement”) with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Co-owners / Developer, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Co-owners / Developer. Further the Allottee and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottee.

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Co-owners / Developer and upon completion, to the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 12% per annum will become payable by the Allottee; and (iii) the Co-owners / Developer / Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment the advance maintenance charges falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

That it is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken deemed possession, he is liable to pay maintenance charges as stated hereinabove. It is further agreed, declared and undertaken by the Purchaser that in the event of non-payment of maintenance charges continuing beyond the complete usage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES" to the Co-owners / Developer (in case till such time the HOLDING ORGANIZATION has not been formed), or to the HOLDING ORGANIZATION (in case it is formed thereon) of Rs. 2000/- (Rupees Two Thousand only) per month, till the payment of maintenance charges are regularized and brought upto date.

Interim Maintenance Period:

During the interim maintenance period between obtaining of the Completion Certificate of such Project and formation and operationalization of the Association the Co-owners / Developer shall through itself or through a Facility Management Company to run, operate, manage and maintain the Common Areas.

The Co-owners / Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Co-owners / Developer with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.

After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Co-owners / Developer, with or without amendments, as may be deemed necessary by the Association.

Covenants of the Allottee :

Apartment use

The Allottee shall not use the Apartment or permit the same to be used for the purpose other than the residential purposes

The Allottee shall not use the Apartment or permit the same to be used for the commercial purpose or for any other purposes which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any illegal or immoral purposes.

Hazardous materials

The Allottee shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

Additions

The Allottee shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case, the Allottee shall not be entitled to carry out any structural changes in the Building and Apartment.

Co-operation

The Allottee shall at all times co-operate with the other Allottee/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

Transfer

The Allottee shall not transfer or sell the rights under this Agreement without prior written permission from the Co-owners / Developer till such time as all payments under this Agreement are cleared. The Co-owners / Developer shall retain the first right of refusal for such transfer of rights. Where the Co-owners / Developer does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Apartment, the Allottee shall pay a transfer fee equivalent to **1% of the Total Consideration Amount plus GST thereupon**. Such transfer however shall be permissible only if the first installment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee.

Common Rules

The Allottee shall abide by and adhere to the Common Rules specified hereunder from time to time.

Common Expenses

The Allottee shall pay on due dates for the Proportionate Common Expenses from time to time.

Model Unit

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit, exhibited at the site only, if any, will provide a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Unit and the Allottee shall not be entitled to raise any claim for such variation.

Construction Progress Linked Payment Plan

The Allottee (s) acknowledges that he/her/it has chosen the “Construction Progress Linked Payment Plan” since it offers several advantages to the Allottee (s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottee. This significantly reduces the risk of the Allottee as compared to the “Time Linked Payment Plan” option and the Allottee has entered into this Agreement after taking into account the advantages and risks of the “Construction Progress Linked Payment Plan”.

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

The Parties are entering into this Agreement for the allotment of the Bungalow with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement he shall not mortgage or create a charge on the Bungalow 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 Bungalow.

20. APARTMENT OWNERSHIP ACT:

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

21. BINDING EFFECT:

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

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 bungalow, as the case may be.

23. RIGHT TO AMEND:

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

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

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 Bungalow and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Bungalow, in case of a transfer, as the said obligations go along with the Bungalow for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- a. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is not making payments as per the

Payment Plan [Annexure 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement 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 in Project, the same shall be the proportion which the carpet area of the Bungalow bears to the total carpet area of all the Bungalows 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 completed only upon its execution by the Developer through its

authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub Registrar/ DSR/ ADSR/Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

31. ALLOTTEES:

Mr. -----

DEVELOPER:

M/s. Nortech Property Private Limited
17/1, Lansdowne Terrace, Kolkata – 700 026

That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes 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 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 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 SCHEDULE ABOVE REFERRED TO

PART – I

(The Larger Property)

ALL THAT Piece and Parcel of land measuring, more or less, **105 (ONE HUNDRED FIVE) KATTAH 42 (FOURTY TWO) SQUARE FEET**, being **MUNICIPAL PREMISES NO. - 9/12/5, YENI SARANI, KOLKATA – 700 104**, P. S. – Haridevpur, P. O. – Joka, West Bengal, under **Mouza – Kolua** , under R. S. Dag No - R. S. Dag No – 830 (P), 830/ 1303, under R. S. Khatian No. 907, 894 corresponding to L. R. Dag No. 840 & 867, under L.R. Khatian Nos. 7075 to 7098, Touzi No. 98 & 58, Pargana – Magura, J. L. No. – 22, under Kolkata Municipal Corporation Ward No. 143, (Formerly under Joka – II Gram Panchayet), P. S. – **Haridevpur** (Formerly – Thakurpukur), Dist : South 24 Parganas, West Bengal.

ON THE NORTH	:	Vacant Land, One G+1 Building;
ON THE SOUTH	:	Vacant Land, Buidling, Yeni Sarani, 6 Mtr. Wide Road;
ON THE EAST	:	10 Ft. Wide Common Passage;
ON THE WEST	:	Vacant Land, Building.

SCHEDULE 'B'

(Said Bungalow And Appurtenances)

(a) **The Said Residential Bungalow**, being the Ground plus One storied Residential Bungalow No. _____, having carpet area of _____ (_____) Square Feet, more or less, with attached balcony measuring ____ (_____) square feet on the Ground Floor, and _____ (_____) square feet on the First Floor, more or less and the said bungalow with attached balcony collectively having built-up area of _____ (_____), more or less [the total built-up area comprising of ____ (_____) square feet, on the Ground Floor, _____ (_____), on the First Floor and _____ (_____) square feet on the Roof] **along with** exclusive right to use the Front Yard area admeasuring ____ (_____) square feet, more or less [which includes ____ (_____) open car parking area measuring _____ (_____) square feet] and Backyard area admeasuring _____ (_____) square feet, appertaining to the aforesaid bungalow being comprised in Bungalow Block No. ____, which is part of the Project Property described in **Schedule 'A'** above. The layout of the Said Bungalow is delineated in **Green** colour on the **Plan** annexed hereto.

(b) **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 Bungalow, subject to the terms and conditions of this Agreement; **and**

(c) The Land Share, being undivided and impartible share in the land underneath the Said Bungalow.

SCHEDULE 'C'

The Total Price payable for the Said Bungalow and Appurtenances is **RS.**_____/-(
_____).

Payment Plan

PAYMENT SCHEDULE	
On Application	Rs. _____+ GST
On Allotment of Said Row Bungalow	10% of the Row Bungalow Cost + GST (less Application amount)

On execution of Agreement for Sale	10% of the Row Bungalow Cost + 50% of the Club Charges + 50% of Generator, Transformer & Electricity Expenses + 50% of Legal Charges + 50% of Incidental Charges + GST
On commencement of Foundation of the Said Row Bungalow	10% of the Row Bungalow Cost + GST
On commencement of 1 st Floor slab casting of the Said Row Bungalow	10% of the Row Bungalow Cost + GST
On commencement of Roof casting of Said Row Bungalow	10% of the Row Bungalow Cost + 50% of the Club Charges + 50% of Generator, Transformer & Electricity Expenses + GST
On commencement of Internal Brickwork of the Said Row Bungalow	10% of the Row Bungalow Cost + GST
On commencement of External Plaster of the Said Row Bungalow	10% of the Row Bungalow Cost + GST
On commencement of Flooring of the Said Row Bungalow	10% of the Row Bungalow Cost + GST
On completion of the said Row Bungalow	10% of the Row Bungalow Cost + GST
On offer of possession	10% of the Row Bungalow Cost + 50% of Legal Charges + 50% of Incidental Charges + Charges for Formation of Association + Charges for Mutation + Maintenance Deposit + GST

In addition to the Total Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

The Total Extras and deposits in respect of Bunglow is Rs. -----/- (Rupees -----
-) (“**Total Extras and Deposits**”).

Extras and Deposits :	
Advance Maintenance Charges - This amount is payable towards advance against maintenance charges for the said Bunglow	Rs. -----/-
Sinking Fund – Interest free Sinking Fund amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges	Rs. -----/-

and/or applicable taxes, if any, and the balance amount shall be transferred to the Association.	
HT Line & Electricity Charges- This amount is payable for the said Bunglow as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Co-owners / Developer in making arrangement with CESC/ WBSEB and/or any other electricity supply agency for providing and installing transformer and/or High Tension Line at the said Project. Provided the Allottee shall pay the Deposit to CESC/ WBSEB directly on account of Individual Meter.	Rs. -----/-
Legal and Documentation Charges	Rs. -----/- at the time of execution of this 'Agreement for sale' and Rs. -----/-/- at the time of execution of the Deed of Conveyance. Cheque to be issued in the name of Advocate, Mr. Sanjay Kumar Jain.
Diesel Generator Power Backup- Generator charges for limited back up	Rs. -----/-
Association Formation Charges	Rs. -----/-.
Bunglow Mutation, Apportionment & Assessment In The Name of The Buyer	Rs. -----/-
Total Extras and Deposits (in Rupees)	Rs. ----- /-

However the Total GST does not include the GST payable on the extras and deposit computed on actual. The Allottee undertakes and confirms to pay GST on the extras and deposits payable on extras and deposit as and when such amount is ascertained and duly intimated by the Co-owners / Developer.

SCHEDULE 'D'
THE FIFTH SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS FOR THE PROJECT

Structure : Load bearing structure with anti-termite treatment in foundation.
Cements used: *Ambuja, Ramco, ACC, Ultratech, Birla, Nuvoco*

Brickwork	: Red Bricks / Fly Ash Bricks / AAC Blocks
Elevation	: Modern elevation, conforming to contemporary designs.
External Finish	: Paint by certified <i>Nerolac / Asian Paints / Berger</i> applicator*, and other effects as applicable.
Doors & Hardware	: Quality wooden frames with solid core flush doors. Door handles of <i>Godrej / Hafele / Yale</i> *. Main door with premium stainless steel handle and eyehole. Main Door Lock by <i>Godrej / Yale</i> *.
Internal finish	: High Quality Putty.
Windows	: Colour anodized / Powder coated aluminium windows with clear glass
Flooring	: Premium Vitrified tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets. Tiles / Natural stone at the main entrance. Vitrified tiles / Natural stone in the staircase. IPS / Roof Tiles on the roof Paver blocks / Natural stone / Parking Tiles in the parking space.
Kitchen counter	: Granite slab with stainless steel sink. Wall tiles up to 2 (two) feet height above counter.
Toilets	: Hot and Cold water line provision with <i>CPVC</i> * pipes. CP fittings including <i>Health Faucet</i> and <i>Hot & Cold Mixer</i> * of <i>Jaquar / Roca / Kohler / Grohe / Parryware</i> *. Dado of ceramic tiles up to door height. Sanitary ware with <i>EWC</i> with <i>cistern with eco-friendly dual flush</i> * and basin of <i>Kohler / Roca / Jaguar / Parryware</i> *. Waste Pipes of <i>Supreme / Skipper / Oriplast</i> *
Electricals	: a) Concealed <i>Polycab / Havells / RR Kabel</i> * copper wiring with modular switches of <i>Anchor Roma / Schneider Electric / RR Kable / Havells</i> * b) TV & Telephone points in master bedroom and living room. c) Two Light Points, one Fan Point, two 5A points in all bedrooms. d) One 15A Geyser point & one 5A point in all toilets. e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen. f) One AC point in all bedrooms & living room. g) One washing machine point. h) Modern MCBs and Changeovers of <i>Havells / HPL / Schneider Electric</i> *
Water Supply	: Underground and Hydro pneumatic system water storage tanks of suitable capacity.
Landscape	: Professionally designed and executed landscaping for common areas.
Generator	: 24 hour power backup for all common services. Generator back up of 1200 Wt. for 3 bedroom bungalows.
Security	: CCTV cameras, Intercom facility and 24/7 Security Personnel.

* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the developer is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

SCHEDULE 'E'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

- Water supply pipeline in the Said Block (save those inside any bungalow)
- Wiring, fittings and accessories for lighting of common areas of the Said Block
- Drainage and sewage pipeline in the Said Block (save those inside any Bungalow)
- Intercom Network in the Said Block
- External walls of the Said Block
- Network of Cable TV/DTH in the Said Block, if any

SCHEDULE 'F'

(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s on a non-exclusive basis along with allottee/s/occupants in the Whole Project)

(Common Parts and Portions)

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.
4. Electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Bungalow /Unit and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.

6. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
7. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
8. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
9. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
10. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
11. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the overhead water tanks.
12. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Bungalow /Unit as are necessary.

SCHEDULE 'G'
(Covenants)

The Allottee covenants with the Promoter (which expression includes the body of Bungalow 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 Allottee:** The Allottee is acquainted with, fully aware of and is 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 Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accept the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, i entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the

Allottee shall neither have nor shall claim any right over any portion of the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Bungalow And Appurtenances.

3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**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 Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Allottee shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas 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 consent of 80% (eighty percent) or more of the allottees of the Said Complex/Whole Project.
4. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall (1) pay the Municipal Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Complex and wholly for the Said Bungalow And Appurtenances and until the Said Bungalow And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof **and** (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee 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)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee 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)/the Apex Body (upon formation).
6. **Allottee to Pay Interest for Delay and/or Default:** The Allottee 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 Allottee shall pay interest @ 12% (twelve percent) per annum 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 Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Bungalow And Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Bungalow And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
8. **No Obstruction by Allottee to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to make other constructions on the Said Complex and/or Whole Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts 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 Allottee shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Allottee:** 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. **Variable Share In Common Areas:** The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Bungalow bears to the currently proposed area of the Said Block/Real Estate Project (2) if the area of the Said Block/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall

accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11. Allottee to Participate in Formation of Association and Apex Body: The Allottee admits and accepts that the Allottee and other intending allottees/owners of bungalows/apartments/other developments comprised in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all bungalow/building/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each bungalow owner will be entitled to cast a vote irrespective of his/her/its size of Bungalow. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

12. Obligations of Allottee: The Allottee shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Real Estate Project, the Whole Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Bungalow 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 Bungalow only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other bungalow owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee 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 Block, the Project Property, and outside walls of the Said Block **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Developer shall endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

- (e) **Residential Use:** use the Said Bungalow for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Bungalow to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Bungalow 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 Bungalow and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Bungalow. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Developer /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:** The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Block/Said Bungalow and/or on any external part of the Said Block and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Bungalow. The Allottee 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 Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Bungalow/Said Block 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 Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Bungalow. The Allottee accepts 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. Save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Bungalow And Appurtenances or the Common Areas or the Said Block. Further, the Allottee shall not make any additional construction to cover the balcony of the

Said Bungalow. Furthermore and save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, the Allottee shall not alter, modify or in any manner change the structure or any civil construction in the Said Bungalow And Appurtenances or the Common Areas or the Said Block. Further, the Allottee shall not make any additional construction to cover the balcony of the Said Bungalow.

- (h) **No Sub-Division:** not sub-divide the Said Bungalow And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (j) **Trade Mark Restriction:** not to use the name/mark *EDEN* 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 Bungalow and if the Allottee does so, the Allottee shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of the mark *EDEN*.
- (k) **No Nuisance and Disturbance:** not use the Said Bungalow or the Common Areas 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 Project/Said Block 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.
- (l) **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.
- (m) **No Obstruction to Promoter/Facility Manager/Association/ Apex Body:** not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Whole Project/Project Property (excepting the Said Bungalow).
- (n) **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 Bungalow.

- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (p) **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.
- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Bungalow, or the Common Areas.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Bungalow.
- (s) **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 Bungalow /Said Block /Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Bungalow.
- (t) **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.
- (u) **No Installing Generator:** not install or keep or run any generator in the Said Bungalow and.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Bungalow.
- (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Bungalow.
- (z) **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 Bungalow and/or the Common

Areas, as per statutory requirements. The Allottee hereby understands and accepts 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 Bungalow and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Bungalow shall always remain exposed and the Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.

- 12.1 **Notification Regarding Letting/Transfer:** If the Allottee lets out or sells the Said Bungalow And Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number. Further, prior to any sale and/or transfer of the Said Bungalow And Appurtenances, the Allottee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottee after payment of all outstanding Common Expenses/Maintenance Charges, if any.
- 12.2 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottee has accepted the scheme of the Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/proposed adjoining land and hence the Allottee has no objection to the continuance of construction in the other portions of the Larger Property/ the proposed adjoining land/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.
- 12.3 **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Larger Property/the proposed adjoining land/the Said Complex and the Allottee 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 Larger Property/the proposed adjoining land/the Said Complex.
- 12.4 **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, and decide hoarding/board sites
14. **Nomination:** The Allottee admits and accepts that before the execution and registration of conveyance

deed of the Said Bungalow And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **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:

- (a) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
- (b) 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.
- (c) Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE 'H'

(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 Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottee.
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 bungalow) walls of the Said Block] 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 Block and the Said Complex **save** those separately assessed on the Allottee.
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 the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

1.

SIGNATURE OF THE DEVELOPER

2.

SIGNATURE OF THE OWNER

SIGNATURE OF ALLOTTEE

RECEIVED of and from the within named allottee
within mentioned sum of **Rs.** _____/- (**Rupees**

_____ **Only**) being the consideration
amount in **PART** as per memo below:-

MEMO OF CONSIDERATION

1.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____/-
2.	By Cheque No. _____ dated _____ drawn on _____.	Rs. _____/-
3.	By Cheque No. _____ dated _____	Rs. _____/-

	drawn on_____.	
TOTAL AMOUNT RECEIVED		Rs. _____/-

Witness:

1.

SIGNATURE OF THE DEVELOPER

2.

Drafted by me on the basis of information
furnished by the Parties herein

Sanjay Kumar Jain
Advocate, High Court, Calcutta
Enrolment No. WB/444/2005

DATED : DAY OF , 2023

AGREEMENT FOR SALE

BETWEEN

M/S. NORTECH PROPERTY PRIVATE LIMITED
-----DEVELOPER

&

M/S. BHAGIRATHI ABASAN PRIVATE LIMITED &
OTHERS
-----OWNERS

&

MR. -----

MRS. -----

-----ALLOTTEES

'EDEN SPRING VILLAS'

BUNGALOW/ UNIT NO. -----

BLOCK - '-----'