

**AGREEMENT FOR SALE**

This Agreement for Sale made on the .....*day of*  
....., **2023** (Two Thousand and Twenty Three).

**BETWEEN**

**PURNENDU SARKAR** son of Late Nagendranath Sarkar, by faith Hindu, by occupation Business, residing at Vill.- Chhatinda P.O. and P.S. – Kolaghat, Dist.- Purba Medinipur, PIN-721134, Aadhaar No. – 941649208386, **PAN-CXOPS1606M**, represented by her lawful attorney, namely, **“TEXTURE REALTY PRIVATE LIMITED”** a Private Limited Company having its Register office at Vill- Barbahala, P.O.- Mecheda, P.S. – Kolaghat, Dist.- Purba Medinipur, PIN-721137, CIN- U45309WB2018PTC226412, **PAN-AAGCT7983E** and sole, only and absolute its Director **SOUMYA SAHU** son of Late Arabinda Sahu by faith Hindu, by Occupation Advocate, residing at Vill- Barbahala, P.O.- Mecheda, P.S. – Kolaghat, Dist.- Purba Medinipur, PIN-721137, Aadhaar No.- 691964373678, PAN- **BTWPS1505E**, hereinafter referred to and called as the **“LANDOWNER”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include all their respective legal heirs, executors, representatives, administrators and/or assigns) of the **FIRST PART;**

**AND**

**“TEXTURE REALTY PRIVATE LIMITED”** a Private Limited Company having its Register office at Vill- Barbahala, P.O.- Mecheda, P.S. – Kolaghat, Dist.- Purba Medinipur, PIN-721137, CIN- U45309WB2018PTC226412, **PAN-AAGCT7983E**, represented by its Director **SOUMYA SAHU**

son of Late Arabinda Sahu by faith Hindu, by Occupation Advocate, residing at Vill- Barbahala, P.O.- Mecheda, P.S. – Kolaghat, Dist.- Purba Medinipur, PIN- 721137, Aadhaar No.- 691964373678, PAN- **BTWPS1505E,,** hereinafter called and referred to as the **“DEVELOPER”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all its successor(s), and/or administrator(s) and/or assign and/or successor(s) in-office) hereinafter called the party of the **SECOND PART.**

**AND**

**SRI/SMT** ....., son of/wife of/daughter of Sri/Late ....., by occupation ....., by faith- ....., residing at ....., P.O. ...., P.S. ...., District ....., PIN ....., **PAN-** ....., hereinafter called and referred to as the existing **“ALLOTTEE”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean his heir(s)), successors, executors, administrator, legal representatives and assigns of the **THIRD PART.**

**DEFINITIONS:**

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

(a) “Act” means the Real Estate (Regulation and Development) Act, 2016;

(b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;

(c) "Section" means a section of the Act/Rules;

## **WHEREAS**

**A.** The Landowner herein (for the sake of brevity hereinafter referred to as '**said First Part**') owns, acquires, seizes, possesses and otherwise well and sufficiently entitled to, solely and absolutely, by virtue of Gift Deed vied No.1152 dated 15.03.1987 register the same at Additional District Sub-Registrar, Kolaghat dated 17.03.1987. The said Bastu Plot in L.R. Dag No. 656 measuring an area of 41 Decimal in records and as per physically measurement 53.300 decimals or 23221sqf some little more or less and the said was recorded in his name under L.R. Khatian No. 582/1 at Mouza-Paikpari, J.L. No. 286, P.S.- Kolaghat, District- Purba Medinipur, more fully and particularly described in the

## **SCHEDULE-A**

**AND WHEREAS** the said plot of land measuring an area of 41 Decimal in records and as per physically measurement 53.300 decimals or 23221sqf some little more or less in L.R. Dag No. 656 seized and possessed the bastu land by the above said landowner *PURNENDU SARKAR* along with 1000sqf little more or less three storied pakka building and 7000sqf tin shed with bricks-wall and the said property while lying and situate at Mouza-Paikpari, J.L. No. 286, L.R. Khatian No. 582/1, P.S.- Kolaghat, District- Purba

Medinipur. Accordingly said First Part has paid up to date Tax or Khazana in respect of said entire land as payable to the Collector, Purba – Medinipur through or represented by the Block Land and Land Reforms Officer, Kolaghat.

**AND WHEREAS** in the meantime the said **SECOND PART / DEVELOPER** offer to the said **FIRST PART / LANDOWNER** for develop the said property by constructed of Residential Housing with three **G+4** buildings along with Flat, Garage, Shop and other common facilities and sale after that on the said land measuring 23221sqf. some little more or less in L.R. Dag No. 656 and sale after that at Mouza-Paikpari, J.L. No. 286, L.R. Khatian No. 582/1, P.S.- Kolaghat, District- Purba Medinipur after demolish by Second Part the old construction with was already made by the First Part as above said.

**AND WHEREAS** the said **FIRST PART** to accept their offer as well as proposal to develop the said entire multi storied Residential Housing with three **G+4** buildings along with Flat, Garage, Shop and other common facilities so to be constructed by the Developer as per permitted sanctioned plan from the appropriate sanctioned Authorities in the name of the landowner, exclusively at the costs and expenses of the Developer. By responding of the First Part and, later, after verification of the title of the First Part in respect of the said land, the Second Part was agreed upon with First Part to start development and both upon

agreement on the terms and conditions which was settled on detailed discussions and in consultation with each other, said First Part and the Second Part immediately entered into a 'Agreement for Development' involving the said land and said agreement was executed and registered with the A.D.S.R, Purba Medinipur at Tamluk on 14<sup>th</sup> Day of December, 2020 duly recorded under Book No. -I Volume No.1101-2020, pages 190839 to 190876 Being No. 110108862 for the year 2020, and, simultaneously, to empower and authorise legally and lawfully to the Second Part mainly to do and perform all works and partake in all development activities on behalf of him, the First Part executed a Power-of-attorney in favour of the Second Part on 14<sup>th</sup> Day of December, 2020 which was also registered with the A.D.S.R, Purba Medinipur at Tamluk on 15<sup>th</sup> Day of December, 2020 duly recorded under Book No. -I Volume No.1101-2020, pages 192985 to 193007 Being No. 110108958 for the year 2020.

**B.** The Said Land is earmarked for the purpose of buildings a residential project comprising tree multistoried apartment building and the said project shall be known as ***"TEXTURE HARI"***.

**C.** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said

Land on which Project is to be constructed have been completed.

**D.** The intimation of commencement of the work is already been submitted to The Purba Medinipur Zilla Parisad being letter dated as on 17-03-2021.

**E.** The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, from the Purba Medinipur Zilla Parisad vide Memo No-1152 Dated 26.02.2021. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

**F.** The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry regulatory Authority at Kolkata on ..... under registration number .....

**G.** The Allottee had applied for an apartment in the Project and has been allotted apartment no. .... Dated ..... and has been allotted apartment no. .... having carpet area of ..... square feet, type ..... on ..... floor in block number ..... ("Building") along with garage/covered parking number ..... admeasuring ..... Square feet in the ..... Block in the project as permissible under the applicable law and of pro rata share in the "Common Areas" as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly

described in 'Schedule A' and the floor plan of the apartment is annexed hereto and marked as 'Schedule B')

**H.** The Parties have gone through all the icons and conditions set out in this Agreement and understood the mutual rights and obligations details herein.

**I.** The DEVELOPER have "*Way of Right*" for entrance from Kolaghat- Jasar Metal Road to proposed Residential Housing under 'Schedule A' property as below by the way on Second Schedule property of the said Landowner mentioned in 'Agreement for Development', executed and registered with the A.D.S.R, Purba Medinipur at Tamluk on 14<sup>th</sup> Day of December, 2020 Being No. 110108862 for the year 2020. That the said pathway entrance is eight feet some little more or less and connecting to Kolaghat- Jasar Metal Road from 'Schedule A' property. That the purchaser of the Apartment of the above said Residential Housing include all their respective legal heirs, representative, tenant will have easement right for use this above said pathway or entrance road for the purpose of all facilities like water line, underground drainage, electric line, telephone line, cable line or any others facilities that need for the developing Residential Housing in future without disturbance or objection by the landowner or his respective legal heirs and representative. The ownership of the pathway remains with the landowner and neither Developer nor the future purchaser or tenant of Developer Allocation shall not make any disturbance in egress & ingress of landowner.



That in future the "*Way of Right*" will transfer include all facilities as above said to the Apartment purchaser include all their respective legal heirs, representative, tenant of the above said Residential Housing in the 'Schedule A' property. That the land for way of right measuring an area of :- 0.400 Decimal in L.R. Dag No. 656/2206, 0.200 Decimal in L.R. Dag No. 657, 0.200 Decimal in L.R. Dag No. 658, 1.000 Decimal in L.R. Dag No. 658/2207, 0.100 Decimal in L.R. Dag No. 659 and 4.400 Decimal in L.R. Dag No. 660 at Mouza-Paikpari, J.L. No. 286, L.R. Khatian No. 582/1, P.S.- Kolaghat, District- Purba Medinipur, total physically measuring 3.700 Decimal (i.e. measuring length 201 feet breadth 8 feet) or 1608sqf as Baram pathway shown in the Schedule Sketch map appended in 'Agreement for Development', executed and registered with the A.D.S.R, Purba Medinipur at Tamruk on 14<sup>th</sup> Day of December, 2020 Being No. 110108862 for the year 2020.

**J.** 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.

**K.** The Parties, relying on die confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulation contained in this Agreement and all applicable laws, are now enter into this Agreement on the terms and conditions appearing hereinafter.

L. 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 Allottee hereby agrees to purchase the Apartment and the garage/covered parking as specified in paragraph G.

**NOW THEREFORE,** in consideration of the mutual representations, covenants, assurances, promises and agreements as contained herein and other good and valuable considerations, 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 agrees to purchase the Apartment as specified in paragraph G.

1.2 The Total Price for the Apartment based on the *carpet area* is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only ("**Total Price**") break up of which are as follows:

Sl. No	Description	Rate Per Square	Amount (In INR)
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.		Feet (In INR)	
A.	<b>Unit Price:</b> A.1) Cost of Apartment/unit for ..... <i>square feet</i> A.2) Cost of exclusive balcony or verandah areas for ..... <i>square feet</i> A.3) Proportionate cost of Common Areas for ..... <i>square feet</i> A.4) Covered Car/Bike Parking for ..... <i>square feet</i>	[Please <i>specify</i> <i>square feet</i> <i>rate</i> ]	[Please <i>specify</i> <i>total</i> ]
	Sub Total		
B	<b>Others Charges:</b> B.1) Interest Free advance common area Maintenance Charges as per Para 11and 34.12(for one year) B.2) Sinking Fund		
	Sub Total		
C	<b>Taxes:</b> C.1) GST on unit Price C.2) GST on Maintenance Charges		
	Sub Total		
	<b>Total (A+B+C) price (in rupees)</b>		

**Explanation :**

(i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Apartment as mentioned in serial 1.2 of the Terms hereinabove written.

(ii) The Total Price above including Taxes (consisting of tax paid or payable by the Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

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

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

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above 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

details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc, have been imposed or become effective.

(iv) The Total Price of the Apartment includes recovery of price of land, construction off [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment. lift, water line and plumbing, putty finishing, marbles, tiles, doors, windows, Sinking Fund, maintenance charges as per paragraph 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development

charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

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

1.5. The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @12% per annum for the period by which the respective installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer,

1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications 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 apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per Use 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.

1.7 The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area 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 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 apartment, allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc.,

without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with putty, marbles, tiles, doors, windows in the common areas, Sinking Fund, maintenance charges, as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.9. It is made clear by the Developer and the Allottee agrees that the Apartment along with garage/covered parking shall be treated as **a single indivisible unit** for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified



that Project's facilities and amenities shall be- available only for use and enjoyment of the Allottees of the Project.

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

1.11. The Allottee has paid a sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [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 PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of *Texture Realty Private Limited* payable at .....

## **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 Saws 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 lo fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall he made

in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rides 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 of 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 para 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 apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

#### **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

Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Developer to adjust his/her payments in any 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 Apartment to the Allottee and the common areas to the association of an allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the 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 West Bengal Municipal Act, 1993 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

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

7.1. Schedule for possession of the said Apartment, the Developer agrees and understand that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement, The Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on before expiry of 30 months from the signing of sale agreement unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension offline for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the 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 refund of the money paid by the Allottee, 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.

**7.2 Procedure for taking possession** - The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate.

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate]. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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 determined by the Developer/association of allottees, as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over the occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.

**7.3. Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Apartment 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 Apartment to the allotted. In case the Allottee fails to take possession within the time provided in para 7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

Provided that, in the absence of any local law the Developer shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

**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 booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 45 days of such cancellation.

7.6. **Compensation** - The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 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 him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the 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 Apartment which shall be paid by the Developer to the allottee within forty- Five days of it becoming due.



## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

The Developer hereby represents and warrants to the Allottee as follows;

(i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of she said Land for the Project;

(ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land. Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land. Building and Apartment and common areas;

(vi) The Developer has the right to enter into tins Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement:

(ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be:

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property:

(xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed

over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

## **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 Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority, For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, 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 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 apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the 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 payments for consecutive demands made by 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 three consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Developer shall intimate the allottee about such termination at least thirty days prior to such termination,

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

The Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a deed of sale drafted by the Developer's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the completion certificate, as the case may be, to the allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate. 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 to the Developer is made by the Allottee.

**11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/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 has been included in the Total Price of the Apartment.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession. It shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

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

The Developer/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **15. USAGE:**

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

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

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

16.1. Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at higher 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.



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

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

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

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

**18. ADDITIONAL CONSTRUCTOINS:**

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

**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 Apartment/Building/Buildings and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Building.

**20. APARTMENT OWNERSHIP (OR THE RELEVANT STATE ACT):**

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

**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 all 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 District Sub-Registrar, Tamluk as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 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 to rectify 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 apartment/building, as the case may be.

**23. RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

25.1. 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 in 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.

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

**26. SEVERABILITY:**

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

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

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be 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, in Kolaghat or Mecheda 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 District Sub-Registrar at Tamluk. Hence this Agreement shall be deemed to have been executed at Tamluk.

**30. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by 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 Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**31. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communication 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 be considered as properly.

**32. SAVINGS:**

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

**33. 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.

**34. 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 by jointly engaged learned advocate, Mr. Subhamay Patra, Chamber at 'Temple Chambers', 2nd Floor, Room No. 72, 6, Old Post Office Street, Kolkata-700001, Mobile No.9832708839, practices in the High Court at Calcutta since 2011. If he was unable to preceding the settlement then alternatively may be referred to any jointly appointed Arbitrator under the Arbitration and Conciliation Act, 1996.

**35. MISCELLANEOUS:**

35.1 The Allottee prior to execution of the Deed of Sale nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the allottee may do so with the permission of the Developer subject to payment of administrative charges @2% (two per cent) of the total price to the Developer.

35.2 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the 3D Plan/show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in Schedule-D and the same 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 3D Plan/show/model and the Allottee shall not be entitled to raise any claim for such variation.

35.3 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 the Developer being assured of all amounts being receivable for sale and transfer of the Apartment 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.

35.4 In case payment is made by any third party on behalf of Allottee, the Developer will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Developer shall issue the payment receipts in the name of the Allottee only.

35.5 The Possession Date has been accepted by the Allottee. However, if the said Apartment 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 are linked inter alia to the progress of construction, and the same is not a time linked plan.

35.6 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

35.7 In the event of cancellation of allotment The balance amount (as per para 7.5) of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Developer to the Allottee without interest, out of the amounts received by the Developer.

Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The allottee shall prior to receipt of refund on the above account from the Developer, at his own costs and expenses, execute all necessary cancellation related documents required by the Developer.

35.8 If due to any act, default or omission on the part of the Allottee, the Developer is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Developer's such other rights the Allottee shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.

35.9 The Developer will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own cost within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment for this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Developer in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons.

35.10 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Developer PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Developer shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

35.11 That the developer will form a registered association of the Allottee for Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder.

35.12 The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. The

Allottee shall before taking possession of the apartment pay @Rs.14/- per sq. ft. on the Carpet area of the apartment including parking together with applicable GST towards cost of such maintenance for the initial period of one year. The Allottee shall additionally pay @Rs.10/- per sq. ft. on the on the Carpet area of the apartment including parking towards Sinking/Corpus Fund. Developer for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- (i) Establishment and all other capital and operational expenses of the Association.
- (ii) All charges and deposits for supplies of common utilities.
- (iii) All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- (iv) All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions,
- (v) Including the exterior or interior (but not inside any Flat) walls of the New Buildings.
- (vi) All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator etc. and other

common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.

(vii) Local tax, water tax and other levies in respect of the New Buildings save those separately assessed for the said flat/unit of Allottee.

(viii) Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.

(ix) The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.

(x) All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Developer, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Developer shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

35.13 That the authorized representative or representative of the association of the flat holders shall have access to the flat from time to time during reasonable hours in day time

upon prior intimation to the flat holder for the maintenance, repair and replacement of any common areas and facilities therein or accessible there from or for making emergency repairs thereto in order to prevent any damage to the common areas and facilities of the other flats and the purchasers also shall have like rights as aforesaid.

35.14 It is clarified that the defect liability responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/ equipments (v) accident and (iv) negligent use.

Provided that where the manufacturer warranty as shown by the Developer to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The

Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/ Building/ phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\* C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

35.15 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room /Overhead Tank/Stair Head Room of the newly constructed buildings in the said project and the Developer shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Developer shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.



35.16 That on and from the date of possession of the said flat/unit, the Allottee shall:

a. Co-operate in the management and maintenance of the said project "*TEXTURE HARI*".

b. Observe, comply and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

c. Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until formation of the Association including the GST.

d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Developer/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

i) to discontinue the supply of electricity to the "Said Unit".

ii) to disconnect the water supply

iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic helper and visitors.

iv) to discontinue the facility of DG Power back-up.

v) to discontinue the usage of all amenities and facilities provided in the said project "*TEXTURE HARI*" to the Allottee and his/her/their family members/guests.

e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Allottee.

f. Use the said flat/unit for residential purpose only.

g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.

h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.

i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.

j. Not to place or cause to be placed any article or object in the common area.

k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.

l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.

m. Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.

n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.

o. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.

p. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the "Said Flat" which in the opinion of the Developer / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer / Society / Association may

affect the elevation in respect of the exterior walls of the said building.

q. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

r. Not to use the car parking space, if allotted or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else, or excepting to a person who owns a Flat in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

t. Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Allottee.

u. Use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function / meeting by all the flat owners of the project. Full-fledged cooking shall be allowed inside the Community Hall/Room, but cooking can allow outside the building in back side passage/place of Block-A Building.

For use of the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project "Textur Hari" for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Developer/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the

Developer and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Developer/ Association from time to time. w. To ensure that all interior work of furniture, fixtures and furnishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

35.17 That the cost of installation of exclusive electric meter and Security Deposit for that will be borne by the Allottee.

35.18 That the cost of office expenses/Legal Fees if any at Registration of Deed of conveyance will be borne by the Allottee separately with in his/her hand.

35.19 The Allottee can mutate his/her name in the records of right Appropriate Authority as well as obtained telephone, cable and LPG connection in the said flat without damaging or causing injury to the building.

35.20 The Allottee shall have right to fix air-conditioner (split Ac only) and external fitting of the air-conditioner will be allow to fix only in exclusive balcony and/or external wall of

open air gap except main outline external wall of the building strictly restricted for front side (East) of the project and including have right to fix necessary electric fittings along with accessories personal telephone and also to make necessary interior Decoration as per his/her choice, subject to the rules and regulations of competent authority.

### SCHEDULE 'A'

#### (THE DESCRIPTION OF THE SAID PROPEERTY INCLUDING SAID BUILDINGS)

ALL THAT proposed multistoried three G+4 storied buildings project namely, "TEXTURE HARI" standing over and above piece and parcel of the landed property **41 Decimal in records and as per physically measurement 53.300 decimals or 23221sqf** some little more or less in **L.R. Dag No. 656 at Mouza-Paikpari, J.L. No. 286, L.R. Khatian No. 582/1**, P.S- Kolaghat, District- Purba Medinipur.

**butted and bounded as follows:-**

ON NORTH	:	Plot of Sunil Sarkar & others
ON SOUTH	:	Plot of Tapan Khatua & others
ON EAST	:	Entrance and Plot of Asish Sarkar, Shyamal Sarkar & others
ON WEST	:	Plot of Asok Dey & others

**SCHEDULE-B**

(FLOOR PLAN OF THE APARTMENT)

ALL THAT one self contained Residential Flat no....., consist of ..... Bedrooms, one Dinning cum drawing space, Two balconies, one kitchen, .....Toilets admeasuring an area of more or less .....**square feet more or less as Carpet Area** and which is more or less .....covered area located at .....floor in Block ..... building in the project of the said namely "TEXTURE HARI" without/along with garage no....., measuring an area of more or less ..... square feet in Block ..... in the project which will be treated as 'the Apartment'/'the Single Indivisible Unit upon said land along with garage/car parking space in the project **TOGETHER WITH** the undivided proportionate variable share in the common parts, portions, areas, facilities, privileges, advantages, benefits and amenities in said complex **TOGETHER WITH** the undivided proportionate variable impartible share in the said land underneath G+4 storied building, attributable thereto.

**SCHEDULE 'C'**

('Payment Plan')

As agreed by the parties the payments shall be made by the Allottee by installments in following manner:-

Sl.	Payment particulars	Amount
1	10% of the total consideration as earnest money at or before the execution hereof;	Rs..... /-



2	10% of the consideration as further earnest money within 7 days on the casting of Ground Floor of the Designated Block;	Rs..... /-
3	10% of the consideration as further earnest money within 7 days on the casting of 1st Floor of the Designated Block;	Rs..... /-
4	10% of the consideration as further earnest money within 7 days on the casting of 2nd Floor of the Designated Block;	Rs..... /-
5	10% of the consideration as further earnest money within 7 days on the casting of 3rd Floor of the Designated Block;	Rs..... /-
6	10% of the consideration as further earnest money within 7 days on the casting of 4th Floor of the Designated Block;	Rs..... /-
7	10% of the consideration as further earnest money within 7 days on the Completion of brickwork of the Designated Unit;	Rs..... /-
8	10% of the consideration as further earnest money within 7 days on completion of inside plaster of the Designated Unit;	Rs..... /-
9	10% of the consideration as further earnest money within in 7 days on completion of outside plaster of the Designated Unit;	Rs..... /-
10	10% of the consideration being the balance consideration at the time of taking possession of the Designated Unit on execution and registering the deed-of-conveyance.	Rs..... /-  10% + One year Advance Maintenance Charge and Sinking Fund

Note: All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

**SCHEDULE-D**  
**SPCIFICATIONS, AMENITIES AND FACILITIES**  
(WHICH ARE PART OF THE APARTMENT)

**STRUCTURE:**

Reinforced concrete framed structure with Pile cap/footing, columns, beams, and slabs. The thickness of outside walls, common walls are as per drawing permission sanction from the permission Authorities. Grade of concrete will be used as per design requirement Quality of reinforcement steel to be used will be as available in the local market. Wall will be constructed by AAC Block or Fly Ash Bricks as per design.

**FINISHING:**

All internal walls will be finished with cement plaster and putty finished over it. Exterior wall will be finished with cement plaster and the surface will be treated with decorative cement-based paint.. Veranda will be provided with M.S. grill as per plan and Staircase will be provided with M.S. railing or any others better option up to 32" height.

**FLOORING:**

All flooring works excluding kitchen and toilets will be finished with 600×600 (millimeter) vitrified Tiles or Marbles as per requirement. Skirting to walls will also be finished up to a height of 100mm or more with the same variety of Vitrified Tiles. Flooring in stairs and landings will be completed with marble of Kumari variety with matching skirting.

### **KITCHEN :**

Kitchen floor will be Ceramic, Vitrified Tiles or Marbles as per requirement with skirting of the same quality. One Black Granite shelf 1'-6" wide, matched with a Stainless Steel sink will be provided as cooking platform. Wall behind the cooking platform will be finished with glazed ceramic tiles up to a height of 2' to 6' as per requirement above the platform. One bipcock in the sink and an ordinary tap at the bottom of the sink for washing purposes will be provided. If any further changes require, developer will informed by the Landowner in earlier stage.

### **TOILET:**

The flooring and skirting of the toilets will be same as those of the kitchen. The wall of the toilets will also be finished with ceramic glazed. The height of such glazed tiles from the skirting will be 5' to 8' as per requirement. Both the toilets will be fitted with one Western Commode connected with a low level PVC cistern each. All outlet and inlet pipes including the concealed ones will be of PVC type. One white

coloured wash-basin without pedestal will be provided in the dining area. All bathroom fittings will be of CP type. Toilets doors will be of PVC. If any further changes require, developer will be informed by the Landowner in earlier stage.

### **DOORS & WINDOWS:**

All doors including the main door will be of flush door type of 32mm thickness with oil paint except main door front side that will be decorated with laminate sheet. Frames of doors will be made out of standard hardwood of required section. All windows will be provided with M.S. grill and sliding type made out of Aluminium channels fitted with 3mm black glass. All door fittings will be of aluminium section. All internal doors will have two tower bolts & two handles. The main door will have one decorative hatch bolt & door handle and one magic-eye. Toilets will be provided with PVC door with PVC frame and sky-lights made of aluminium sections. If any further changes require, developer will be informed by the Landowner in earlier stage.

### **ELECTRICAL :**

PVC conduit pipe with copper wiring, MCBs/ELCBs, with below mentioned power points for necessary gadgets. Fire resistant wires with premium modular switches of Crabtree/Havells/Biocon or equivalent make, Concealed wiring of reputed brands for electricity inside the apartment, quality earthing for all electro-mechanical gadgets.

Points to be provided in each room will be as under:

- a) Bed room : 2 light points, 1 fan point, 1- 5amp plug Point & 1 AC point in each room.
- b) Living/Dining : 2 light points, 2 fan points, 1-5amp. & 1-15amp plugs point.
- c) Kitchen : 1 light point, 1-15amp. plug point & 1 exhaust fan point.
- d) Toilet : 1 light point, 1 Geyser point.
- e) Veranda : 1 light point
- f) Main door : 1 calling-bell & 1 door lamp point.

### **WATER SUPPLY:**

One source of water will be provided by installing one Deep Submersible. The same will be connected to the over-head Plastic Polly Water Storage Tank by suitable pump and motor arrangement. The supply to kitchen and toilet will be drawn from the over-head tank through distribution network.

### **2 : AMENITIES AND FACILITIES (WHICH ARE PART OF THE APARTMENT)**

- i) Staircase and staircase landing on all floors including stair room on the top floor and stair landing.
- ii) Grill and windows in the staircase landing.
- iii) Common passage on the ground floor for ingress and egress to the main staircase and corridor of the schedule flat.
- iv) Electrical panels wiring switches plugs etc. and all electrical meters installation.
- v) Overhead and underground water tanks ferrule, stopcock, water pipes, rain water pipes, soil pipes and others common water reservoir & pumps.

- vi) Common lift and lift Room.
- vii) Such others common parts, equipment, installations fixtures, fittings and spaces in or about the said building as are necessary for maintenance, safety and beneficial use of the building of the flat.
- viii) Easement right and usage the roof.
- ix) Darwan/caretaker's room and servant's Toilet in the ground floor.

**SCHEDULE 'E'**  
(COMMON AREAS, AMENITIES & FACILITIES)  
(WHICH ARE PART OF THE PROJECT)

1: COMMON AREAS:

- (a) Open and/or covered paths and passages (and not any other vacant land),
- (b) Lift & Stair Lobbies and Staircases,
- (c) The Open Roof and/or Terrace on the Top floor of the Buildings,
- (d) Stair Head Room,
- (e) Lift Machine Room and Lift Well,
- (f) Boundary walls and main gates of the Project
- (g) Children Play Area
- (h) Common Toilet on the ground floor,
- (i) Durwan/Guard/Caretaker's Room,
- (j) Electrical Meter Room
- (k) Community Hall, Room and other areas provided for common use of all the residents of the project.

Water, Drainage and Plumbing:

- (a) UGR/OHT
- (b) All pipes and fittings for water supply (save those inside any Flat,)
- (d) Deep Tube Well,
- (e) Water Treatment Plant
- (f) all the pipes and fittings provided for sewage and drainage line including connection to the KMC main drain.

Electrical Installations:

- (a) Wiring and Accessories for lighting of common areas,
- (b) Electrical installations relating to meter for receiving electricity from CESC Ltd.,
- (c) Pump and Motor,
- (d) Lift with all its installations,
- (e) Diesel Generator Set with its installations, of sufficient capacity for providing maximum upto 5 KVA (subject to area of flats) backup power to each unit
- (f) CCTV. (a) Drains, Sewers and pipes, (b) Drainage connection with KMC. Others: Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

B: Amenities & Facilities

- Automatic Passenger Elevators
- Power Backup for common area.
- Community Hall

**IN WITNESS WHEREOF** the all parties singed and delivered by the within named in this indenture at ..... on the day and year above written.

WITNESSES:

SIGNATURE OF THE LANDOWNERS

1)

2)

SIGNATURE OF THE DEVELOPER:

3)

SIGNATURE OF THE PURCHASER:

Prepared by -

Arijit Pradhan  
Advocate  
High Court, Calcutta  
Enrolment No WB/815/2003



**SPECIMEN FOR TEN FINGER PRINTS**

**SOUMYA SAHU**

(Attorney of the Landowner Named PURNENDU SARKAR and  
Director of Developer named "TEXTURE REALTY PRIVATE LIMITED")

<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;">                 (Please affix Photographs and Sing across the Photograph)             </div>	(Left Hand)				
	Little	Ring	Middle	Fore	Thumb
	(Right Hand)				
	Thumb	Fore	Middle	Ring	Little

.....  
Signature of the above specimen Finger Prints

.....( Allottee)

<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;">                 (Please affix Photographs and Sing across the Photograph)             </div>	(Left Hand)				
	Little	Ring	Middle	Fore	Thumb
	(Right Hand)				
	Thumb	Fore	Middle	Ring	Little

.....

Signature of the above specimen Finger Prints