

MEMORANDUM OF AGREEMENT FOR SALE made this _____ day of
_____, **TWO THOUSAND TWENTY**
_____(202____),

BETWEEN

1. **AMIT DAS** son of Ajit Das (**PAN NO.**_____), (**AADHAR NO.** _____) (**MOBILE NO.**_____), by faith Hindu by occupation business a citizen of India and at present residing at No. 167, Garia Main Road, (Tentultala), P. O. Garia, P. S. Narendrapur, Kolkata- 700 084.
2. **AJIT DAS** son of Late Surya Kumar Das, (**PAN NO.** _____), (**AADHAR NO.**_____) (**MOBILE NO.**_____), by faith Hindu by occupation business a citizen of India and at present residing at No. 167, Garia Main Road, (Tentultala), P. O. Garia, P. S. Narendrapur, Kolkata- 700 084,
3. **NARAYAN CHANDRA MODAK** son of Late Kartick Chandra Modak (**PAN NO.**_____), (**AADHAR NO.**_____) (**MOBILE NO.**_____), by faith Hindu by occupation business a citizen of India and at present residing at No. 37, Garia Place, P. O. Garia, P. S. Narendrapur, Kolkata- 700 084,
4. **AVIJIT MODAK** son of Narayan Chandra Modak (**PAN NO.** _____), (**AADHAR NO.**_____) (**MOBILE NO.**_____), by faith Hindu by occupation business a citizen of India and at present residing at No. 37, Garia Place, P. O. Garia, P. S. Narendrapur, Kolkata- 700 084, hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, successors and/or assigns) of the **FIRST PART**

AND

BENGAL HOUSING INFRASTRUCTURE (PAN NO. AAXFB7226N), (MOBILE NO. 9830624808), a partnership firm duly constituted under the Indian Partnership Act, 1932 and having principal place of business at 499, Garia Main Road, Tentultala, P.O-Garia, P.S. Narendrapur, Kolkata-700084 being represented by Amit Das son of Ajit Das and Avijit Modak son Narayan Chandra Modak two of the partners duly empowered and authorized on that behalf by the other partners namely Ajit Das and Susmita Modak duly empowered and authorized on that behalf hereinafter referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the partner an/or the surviving partner and/or their respective nominees or assigns) of the **SECOND PART**

AND

hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, legal representatives, successors and/or assigns) of the **THIRD PART**.

W H E R E A S :

- A.** Pursuant to a final decree passed by the Learned 9th Sub-Judge at Alipore on 25th September, 1969 in Title Suit No. 13 of 1963 All That piece and parcel of land, hereditament and premises containing by estimation an area of 6 Satak out of 22 Satak of land and a portion of bamboo clamp situate and lying at in the Western part of land comprised in R.S. Dag No. 3013 in Mouza-Jagaddal, J. L. No. 71, P. S. Sonarpur under Ward No. 25(presently 26) under Rajpur Sonarpur Municipality were allotted to Bibhabati Dey, Mani Mohan Dey, Manik Lal Dey and Motilal Dey being the plaintiffs in the above suit in their share and the remaining portion of bamboo clamp were allotted to Pasupati Nath Dey, Kali Krishna Dey, Ajit Kumar Dey, Smt. Mira Bala Dey being the defendants in the said suit in their share.
- B.** Thus, the said Pasupati Dey and others being the defendants in Title Suit No. 13 of 1963 became seized and possessed of or otherwise well and sufficiently entitled to as joint and absolute owners of All That piece and parcel of land, hereditament and premises containing by estimation an area of 16 Satak (Decimals) equivalent to 10 Cottahs more or less out of 22 Satak being the demarcated Northern part of the land comprised in R.S. Dag Nos.3013 appertaining to R. S. Khatian No.1092 being Municipal Holding No. 13 under Rajpur Sonarpur Municipality, Together With the land comprised in R.S. Khatian No. 1092 in Mouza-Jagadal, P. S. Sonarpur, 24 Parganas (South).
- C.** By a Deed of Conveyance dated 12th June, 1972 and made between Pasupati Nath Dey and others (therein described as the Vendors) of the One Part and Smt. Sucharu Gupta, wife of Durga Mohan Gupta (therein described as the Purchaser) of the Other Part and registered in the Office of District Sub-Registrar, Alipore and recorded in Book No.I, Volume No: 64, being Deed No. 2223 for the year 1972 the said Pasupati Nath Dey and others for valuable consideration therein mentioned sold, conveyed,

transferred and assigned unto and in favour of the purchaser named above All That the land measuring 16 decimal equivalent to 10 Cottahs comprised in R.S. Dag No. 3013, Mouza Old Mahadebnagar, at present Jagaddal, being Municipal Holding No. 13 within Rajpur Sonapur Municipality Together with bamboo structures and clamps standing thereon and/or on part thereof, hereinafter referred to as the "FIRST PLOT OF LAND".

- D.** By a Bengali Deed of Conveyance dated 27th June, 1966 and made between Shibdas Naskar (therein described as Vendor) of the One Part and Smt. Sucharu Gupta (therein described as Purchaser) of the Other Part and registered in the Office of District Registrar, Baruipur and recorded in Book No.I, Volume No:102, pages 223-227, being Deed No. 8657 for the year 1966 the said Shibdas Naskar as such Vendor sold, conveyed and transferred unto and in favour of Smt. Sucharu Gupta All That piece and parcel of land comprised in R.S.Dag No. 3014 appertaining to R.S. Khatian Nos. 1051 and 1052 situate within Mouza-Jagaddal, J. L. No.71, Ward No. 26, under Rajpur Sonarpur Municipality containing by estimation an area of 20 decimals be the same a little more or less and hereinafter referred to as the "SECOND PLOT OF LAND".
- E.** Thus, Smt. Sucharu Gupta became seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of All That First and Second Plot of land containing by estimation an aggregate area of 36 decimals equivalent to 21 Cottahs 12 Chittacks 22 Sq. ft. be the same a little more or less comprised in R.S. Dag Nos. 3013 and 3014 appertaining R.S. Khatian No. 1092 and 1052 respectively within Mouza- Jagaddal, P.S. Sonarpur, Ward No. 26 under Rajpur Sonarpur Municipality, District 24 Parganas South.
- F.** The said Smt. Sucharu Gupta who during her life time was a Hindu governed by Dayabhaga School of Law died intestate sometime in or about 24th September, 1998 whereby and whereunder Probal Gupta being her only son along with her husband Durga Mohan Gupta jointly and in equal share became entitled to inherit the Said Premises as her only legal heirs under the Hindu Law of Succession.
- G.** Durga Mohan Gupta who during his life time was a Hindu governed by Dayabhaga School of Law died intestate sometime in or about 17th April, 2000 leaving behind him the said Probal Gupta as his only legal heir under the Hindu Law of Succession whereby he acquired by inheritance the said undivided half share of his father Durga Mohan Gupta in or upon the SAID PREMISES absolutely and forever.

- H.** After that the said Probal Gupta as such owner of the said premises duly applied for and got his name mutated and recorded with the concerned BL&LR authorities whereupon with the passage of time the said premises has been recorded being comprised in L.R. Dag no: 3030 and 3031 appertaining to L.R. Khatian No: 2801 in place and stead of R.S.Dag No: 3013 and 3014.
- I.** By a Deed of Conveyance dated 3rd July, 2020 and made between Probal Gupta therein described as the Vendor of the One Part and the Owners herein therein described as the Purchasers of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. 160801933 for the year 2020. The Owners hath approached and acquired **ALL THAT** pieces and parcels of **BAHUTAL ABASAN LAND** containing by estimation an area of 36 satak (Decimals) equivalent to 21 cottahs 12 chittacks and 22 sq. but on actual physical measurement 20 cottahs 08 chittacks and 03 sq. ft. be the same a little more or less situated and lying at Holding No. 30, Das Para Road, Mouza-Jagaddal, J. L. NO. 71 and comprised in RS Dag Nos. 3013 and 3014 appertaining to RS Khatian Nos. 1052 and 1092 corresponding to LR Dag Nos. 3030 and 3031 appertaining to LR Khatian Nos. 4413,4414,4415,4416, P. S. and ADSR-Sonarpur, Ward No. 26, within Rajpur Sonarpur Municipality, P.O. Dakshin Jagaddal, Kolkata-700151, District 24 Parganas (South) hereinafter referred to as the "**SAID PREMISES**", morefull and particularly described and mentioned in FIRST SCHEDULE hereunder written.
- J.** After purchasing the Said Premises the Owners herein duly applied for and recorded their names in the record of rights maintained by the concerned Land and Land Revenue Authority relating to the Said Premises and have been holding, possessing and enjoying the Said Premises as the full and absolute Joint Owners thereof each of them having an undivided 1/4th part or share therein paying and discharging the rights and taxes and revenue concerning the Said Premises without any obstructions or interruption since the date of purchase.
- K.** The Owners became interested in development and commercial exploitation of the Said Premises and with that view in mind approached the Developer having substantial experience and expertise in the field of real estate development and after mutual discussions and deliberations the Developer hath agreed to enter into agreement for development with the Owners concerning or relating to the Said Premises on joint venture basis on the terms, conditions and stipulations terein contained and hath further

agreed to reduce the same in writing for future reference and guidance of the mutual rights and obligations of the parties hereto in due compliance for the prevailing laws for the time being in force as enumerated in the Agreement for Development dated 25th November, 2022.

- L.** By an agreement for development made and executed by and between the Owners and the Developer being dated 25th November, 2022 and registered in the office of ADSR-Sonarpur and drecorded in Book No. I, Volume No. 1608-2022, pages 208147 to 208226, being Deed No. 9421 for the year 2022 the Developer exclusively became entitled to develop the Said Premises by erecting and constructing the building or buildings thereon or on part thereof comprising of several flats/apartments/units at its own costs and expenses subject to obtaining building plan duly sanctioned by the appropriate municipal authorities in the names of the Owners and further become entitled jointly with the Owners to sell, transfer or otherwise deal with or dispose of the said flats/units, car parking spaces and other saleable areas in the building or buildings built and/or constructed in or upon the Said Premises on revenue sharing basis in the ratio of 35% : 65% of the gross sale revenue between the owners and the developer on the tremns, conditions and statements more particularly contained therein.
- M.** The Said Premises has been categorized as Bahutal Abasan Land intended for the purpose of construction of residential project comprising of several flats/units, office spaces, commercial areas and car parking areas intended for commercial exploitation and shall be known as "**ADYA SAROVAR**".
- N.** The Developer by virtue of the said Agreement for Development is fully competent to enter into this Agreement for Sale and Transfer of any part or portion of the building including Flats/ Units proportionate area in the land and/or proportionate common areas and facilities concerning or relating to the Developer's/ owners allocation under the project and all legal formalities in respect of the right, title and interest of the Developer regarding development of the said project in or upon the Said Premises have been fully effected.
- O.** The Developer in the name of the owner drawn up, prepared and applied for sanction of a building plan Together With lay out plan with the Rajpur Sonarpur Municipality authorities, and the said authorities have been pleased to grant sanction thereof being **Building Permit No. SWS-OBPAS/2207/2023/0481, dated 18/04/ 2023.**

- P.** The Developer further agree and undertake that it shall not effect any changes to the said lay out plan as sanctioned as aforesaid except in strict compliance with Section 14 of the Real Estate (Regulation & Development) Act, 2016 hereinafter referred to as the said Act and the rules framed thereunder including other applicable laws and rules for the time being in force.
- Q.** If the plan sanctioned by Sanctioning Authority/Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Developer in such event the Developer agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to the layout plans except in strict compliance with section 14 of the Act and other laws as applicable and Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Developer may change the location.
- R.** The Developer has duly applied for and got the said above project **ADYA SAROVAR** duly registered under the provisions of the said Act with the Real Estate Regulatory authority dated:_____ bearing No:_____.
- S.** The Purchaser on coming to know of the said project named "**ADYA SAROVAR**" became interested in purchasing or acquiring a flat or unit or apartment therein and approached the Developer to purchase and acquire **ALL THAT** Flat / Unit No:_____ on the_____ floor of Block No:_____ of the said Project known as "**ADYA SAROVAR**" contained by ad-measurement a carpet area of _____ sq. ft.(Including balcony or veranda) equivalent to a Super Built Up Area of _____ sq. ft. more or less **Together With/Without** the covered/uncovered Car Parking Space on the ground floor of the said Block No._____ of the Said Premises **Together With** the undivided proportionate indefeasible share in the common areas and facilities appertaining thereto as defined under Section 2(n) of the said Act **Together Also With** the undivided proportionate indefeasible share in the land comprised in the Said Premise on which the building containing the said Flat and the covered/uncovered Car Parking Space has been erected and built and attributable to the carpet area contained in the said Flat and the covered/uncovered Car Parking Space morefully and particularly described and mentioned in the SECOND SCHEDULE hereunder written and hereinafter collectively referred to as "**The Said Flat**".

- T.** The Purchaser has/have gone through all the terms, conditions and stipulations contained in this agreement and agree to have understood the scope and effect of the mutual rights, entitlement and obligations specified therein.
- U.** The Purchaser has also satisfied himself/itself/themselves as to the computation of the carpet area and/or super built up area including the computation of the consideration payable on account thereof at the specified rate and hath agreed to pay the said consideration including the additional payments and deposits within the time and in the manner stipulated therein without any reservation and restrictions whatsoever and only after being fully and totally satisfied about these, the Purchaser/s / allottee is entering into this Agreement and the Purchaser/s / Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.
- V.** The Allottee agrees that in case of any exigency, statutory or otherwise, the Developer may be required to vary the common facilities as initially contemplated which may result the increase or decrease in the Common area and in such event the Allottee shall have no objection.
- W.** The parties hereby confirm that on being satisfied and having full knowledge of all pending laws, rules, regulations and notifications and application concerning the said project doth hereby agree and are entering into this agreement on the basis thereof.
- X.** Relying on the representations, confirmations and assurances held out by either of the parties hereto to faithfully abide by all the terms, conditions and stipulations contained in this agreement including all applicable laws and rules governing the said project have agreed to enter into this agreement on the terms, conditions and stipulations more particularly contained hereafter.
- Y.** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- Z.** 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 and with the further understanding that the Developer may charge different rates from different allottees for Apartment, for different locations, specifications and at different times at the sole discretion of the DEVELOPER.

This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution, fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.

In the aforesaid premises subject to compliance with the terms and conditions more particularly set out in this agreement and mutually agreed to be observed and performed by the parties hereto, the Developer in concurrence and confirmation with the owners hereby agree to sell and the Purchaser hereby agree to purchase All That "**The Said Flat**" together with the covered/ uncovered car parking space more particularly described and mentioned hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO THAT IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND FOR OTHER GOOD CAUSES AND CONSIDERATION THE PARTIES HERETO ENTER INTO THIS AGREEMENT ON THE TERMS AND IN ACCORDANCE WITH THE DEFINITION HEREINAFTER PROVIDED :

1. TERMS :

In accordance with the terms and conditions of this Agreement as mentioned and written hereunder, the Developer in confirmation with the Owners agrees to sell to the Allottee/ Purchaser and the Allottee/Purchaser hereby agrees to purchase ALL THAT the said Flat/Unit at or for the consideration hereunder mentioned and in the manner hereafter specified.

The Total Price for the said Flat/Unit having carpet area of ____ sq. ft. more or less has been settled at Rs. _____ (Rupees -----
---only ("**Total Price**")

Block No . _____ Area . _____ Flat/Unit No. _____ Type . _____ Floor . _____	Rate of Flat/Unit per square feet _____

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AND

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

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification; The total price mentioned above includes the booking amount paid by the Allottee/ Purchaser to the Developer towards the said [Flat/Unit];
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Allottee(s) shall

make the payment as per the payment plan set out in Schedule --- ("Payment Plan"). The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been preponed. 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 Promoter.

- (v) It is agreed and understood by the Purchaser/ Allottee 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 by the request of Purchaser/Allottee. Provided However, the Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act become necessary for convenience of use of the Purchasers/Allottees subject to the Purchaser/ Allottee making advance payment in favour of the developer towards such additions and/or alterations as quoted by the developer.
- (vi) The Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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 any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days. If there is any increase in the Carpet Area allotted to Allottee/Purchaser, the Developer shall demand the additional amount from the Allottee/Purchaser over and above the amount payable as mentioned in the **EIGHTH SCHEDULE** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed by and between the parties herein.
- (vii) The Allottee/Purchaser shall have exclusive ownership of the Flat/Unit along with covered/uncovered car parking space (if acquired or purchased) more fully and particularly described and mentioned in the SECOND SCHEDULE written hereunder;
- (viii) The Allottee/Purchaser shall also have an undivided proportionate share in the Common Areas. Since the share/interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience

or hindrance to them. Further, the right of the Allottee/Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall finally transfer and/or assign undivided proportionate title in the common areas to the association of Allottees/Purchasers as provided in the Act;

- (ix) That the computation of the price of the [Flat/Unit] includes recovery of price of land, construction of [not only the Flat/Unit but also] the Common Areas, internal development charges, external development charges, incidence of taxes, costs of providing electric wiring, fire detection and firefighting equipments in the common areas etc. and includes cost for providing all other facilities for common use and enjoyment as provided within the Project.
- (x) The Developer agrees and the Allottee/Purchaser accept that the [Flat/Unit] along with covered/ uncovered car parking areas more fully and particularly described mentioned in the **SECOND SCHEDULE** hereunder written 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/ Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Purchasers of the Project more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written.
- (xi) It is understood by the Allottee that all other areas, i.e, areas and facilities falling outside the said premises shall not form part of the declaration to be filed with the competent Authority in accordance with the west Bengal apartment ownership act,1972.
- (xii) The Allottee is very well acquainted with the fact that the developer may acquiring more parcel of land adjacent to the said premises, which shall be made part of the said project and Purchaser/ Allottee agrees not to raise an objection in this regard. Furthermore, it is agreed that in the event the developer desires to acquire further more parcel of land in respect of the said project, the Purchaser/ Allottee shall have no objection to the same.
- (xiii) The Developer agrees to pay all outgoings before transferring the physical possession of the Flat/Unit to the Allottee/ Purchasers, which it has collected from the Allottee/Purchasers, 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 Allottee/Purchasers or any liability, mortgage loan and interest thereon before transferring the Flat/Unit to the Allottee/Purchasers, 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.

(xiv) The Allottee/Purchaser has paid a sum of Rs. _____, (Rupees _____)

_____ only) as booking amount being part payment towards the Total Price of the said Flat/Unit **including/excluding** the covered/uncovered car parking space at the time of application. The receipt of which the Developer hereby acknowledges and the Allottee/ Purchaser hereby agrees to pay the remaining price of the [Flat/Unit] as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

- i.** The Developer shall take sincerest efforts to times abide by the time schedule for completion of the construction of the said project as mention in this agreement and Allottee/Purchaser shall make over all payments upon demand and intimation made by the Developer within the stipulated time specifically mention in letter of demand by the Developer through account payee cheque/demand draft and/or online transfer in favour of the Developer .
- ii.** The Allottee/Purchaser shall make over all payments to the Developer upon demand made by the Developer in writing from time to time as per the terms agreed upon by and between the parties more fully and particularly mentioned in the **EIGHTH SCHEDULE** hereunder written.

- iii. The Allottee/Purchaser shall make over all payments by way of cheque/Demand Draft and/or Online payment to the Developer in the account mentioned by the Developer.
- iv. Dishonor of cheque for payment of the installment will make the Allottee/Purchaser liable for additional payment of Rs.5000/- (Rupees: Five Thousand only) to the developer Unless there is a specific written consent from the developer regarding the delay in payment.

HOWEVER, any other statutory payment and/or increased cost towards extra work or otherwise if required to be paid by the Allottee/Purchaser, the same shall be paid by the Allottee/Purchaser directly and/or in the mode as requested by the Developer and/or any concerned person nominated by the Developer.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Developer accepts no responsibility in this regard. The Allottee/Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser 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/Purchaser and such third party shall not have any right in the

application/allotment of the said Flat/Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee/ Purchaser only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

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

5. TIME SHALL BE ESSENCE

Time shall at all material times be the essence of this Agreement with regard to the obligations to be performed by the Developer and the Allottee/Purchaser, respectively, in terms of this agreement.

PROVIDED HOWEVER, the Allottees/Purchasers agrees and undertake shall also make payments due and payable in terms of this agreement more fully and particularly mentioned in the **SIXTH** and **EIGHTH SCHEDULE** hereunder written , and/ or any extra work make done by them.

6. CONSTRUCTION OF THE PROJECT/ FLAT/ UNIT

The Allottee/Purchaser has seen the specifications of the Flat/Unit more fully and particularly mentioned and described in the **THIRD, FOURTH** and **FIFTH SCHEDULE** written hereunder and upon satisfaction accepted the specifications mentioned therein and further agreed to make payments in terms of the Payment Terms mentioned in the **EIGHTH SCHEDULE** written hereunder. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. In terms of this Agreement, the Developer undertakes to abide by such plans approved by the competent Authorities and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable law in force 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 these terms by the Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE FLAT/ UNIT

Schedule for possession of the said [Flat/Unit]: The Developer agrees and understands that timely delivery of possession of the

[Flat/Unit] is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the [Flat/Unit] on, _____ unless the delay or failure due to war, flood, drought, fire, cyclone, earthquake, non availability of raw material, labour strikes or disruptions of any nature, non availability of completion certificate due to departmental issue, any statutory order, rule, notification, or order or direction of any Court 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/Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the [Flat/ Unit], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser 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/Purchaser the entire amount received by the Developer from the allotment within 45 days from that date, less the taxes, if any. For the refund of any taxes, the Purchaser/ Allottee shall be required to apply directly to the concerned authority. After refund of the money paid by the Allottee/Purchaser, Allottee/ Purchaser 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 .It is specifically mentioned that when the flat is purchasing by way of obtaining loan from any bank or any financial institution, refund will be subject to the clearance from the banking authority has to provided a documents which will reflect that on refund of the entire deposit amount the bank in all aspects have no right claim over the sale unit/ Flat.

Procedure for taking possession – The Developer, upon obtaining the occupancy certificate from the competent authority shall within a period of _____ days offer in writing to take over possession of the [Flat/Unit], to the Allottee/Purchaser in terms of this Agreement and the Purchaser/ Allottee shall be liable to take such possession of the unit with in 01 (One) months from the date of issue of such notice by executing necessary intemities, undertakings and such other documentation e.g "registration of deed, as prescribed in this agreement hereafter referred to as the " Possession date". Irrespective of whether the Purchaser/ Allottee takes possession of the said flat/unit within the possession date or not, the Purchaser/ Allottee shall be deemed to have taken possession of the said flat/ unit on the possession date and maintenance charges and other applicable charges in respect to the said project and/or said building/s

determined by the Developer shall be applicable from such date when the possession becomes due.

The Purchase / Allottee undertake and agrees to pay the maintenance charges as determined by the developer on and from the date possession taking notice issued by developer, irrespective of whether it takes possession or not given possession for non-registration of the conveyance.

During the time of execution of the deed of conveyance in respect of the said flat, the Purchaser/Allottee will solely liable for payment of the Stamp Duty, Registration Fees and other ancillary charges including legal fees and taxes which applicable on the said transaction .

The Allottee/Purchaser before taking possession of the said Flat/Unit shall make over the payments and/or charges on demand by the Developer in terms of the this present agreement without any deduction and/or delay. In the event of any delay in payment and/or short payment the Developer shall be at liberty to charge interest and Purchaser/ Allottee shall be liable to pay interest until payment is made in full.

Possession for Fit-Out: In case the Purchaser/Allottee seeks permission for carrying out , fit-out within the said Unit/Flat, he will be permitted to do so only upon receiving the completion certificate (or at least after application for grant of CC is made)and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Developer in a designed account till registration. During this time the Purchaser/Allottee will not be entitled to use the apartment, till completion certificate is received and deed of Conveyance is executed.

Failure of Allottee/Purchaser to take Possession of [Flat/Unit]: Upon receiving a written intimation from the Developer, as per the procedure of taking possession written in the preceding clause the Allottee/Purchaser shall take possession of the [Flat/Unit] from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, including payment of the amounts specified in this agreement whereupon the Developer shall give possession of the [Flat/Unit] to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time mentioned in the preceding clause for taking possession, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee/Purchaser – After obtaining the occupancy certificate and handing over physical possession of the [Flat/Unit] to the Allottee/Purchasers, it shall be the responsibility of

the Developer to hand over the necessary Xerox copy documents and plans, including common areas, to the association of the Allottee/Purchasers or the competent authority, as the case may be, as per the prevailing laws and Rules.

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

Provided that where the Allottee/Purchaser unilaterally intends to cancel/withdraw from the intended purchase of unit under the above project, the Developer herein entitled to forfeit the booking amount paid for the Purchaser. The balance amount will be refunded to the Purchase / Allottee, after deducting the due payment of the purchaser on account delay in making any payment of installments or others. The balance amount of money if paid by the Allottee/Purchaser shall be returned by the Developer to the Allottee/Purchaser within 45 days from such cancellation, less the taxes, if any. For the refund of any taxes, Purchaser/ Allottee shall be required to apply directly to the concerned authorities.

Compensation– The Developer shall compensate the Allottee/Purchaser 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 compensation under this provision shall not be barred by limitation provided under any law for the time being in force. But such liability shall cease with the handing over possession of the Unit/Flat to the Purchaser/Allottee and common areas and the common purpose to the Association of Purchaser.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the [Flat/Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason the Developer shall be liable, on demand to the Allottee/Purchasers, in case the Allottee/Purchaser 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 [Flat/Unit], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act but not the taxes, if any paid by the Purchaser/ Allottee for the refund of which the Purchaser/ Allottee shall have to apply directly to the concerned authority. Provided that where if the Allottee/Purchaser does not intend to withdraw from the Project, the Developer shall pay the Allottee/Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Flat/Unit].

Provided further that if the said Flat/Unit is completed in all respect, as/ within the date written herein, then the Purchaser/ Allottee will not be entitled to exercise its aforementioned right of withdrawal.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/ DEVELOPER

The Owners/Developer hereby represent and warrant to the Allottee/Purchaser as follows:

- (i)** The Owners/Developer have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project ;
- (ii)** The Owners/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 with respect to the said Land, Project or the [Flat/Unit];
- (v)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Flat/Unit] are valid and subsisting and have been obtained by following due process of law. Further, the Owners/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 [Flat/Unit] and common areas;
- (vi)** The Owners/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- (vii)** The Owners/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 [Flat/Unit] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- (viii)** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said [Flat/Unit] to the Allottee/Purchaser in the manner contemplated in this Agreement by virtue of the Development Agreement dated 25th NOVEMBER, 2022 ;
- (ix)** At the time of execution of the conveyance deed the Owners/Developer shall handover lawful, vacant, peaceful, physical possession of the [Flat/Unit] to the Allottee/Purchaser.

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or nom in or has any right, title and claim over the Schedule Property;
- (xi) The Owners/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 issued;
- (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 the Developer in respect of the said Land and/or the Project till the date .
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- i. Developer fails to provide ready to move in possession of the [Flat/unit] to the Allottee/Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat/Unit shall be in a habitable condition which is complete in all respects;
- ii. Discontinuance of the Developer's business as a developer on account of suspension or revocation of this registration under the provisions of the Act or the rules or regulations made hereunder.

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

- a) Stop making further payments to Developer as demanded by the Developer. If the Allottee/ Purchaser stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any penal interest; or
- b) The Allottee/Purchaser 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/Purchaser under any head whatsoever to wards the purchase of the Flat/Unit, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice :

Provided that where an Allottee/Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, against the amount paid by the purchaser till date for every month of delay till the handing over of the possession of the [Flat/unit] within 45 (Fourty five) days of it becoming due.

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

- (i) In case the Allottee/Purchaser fails to make payments for 01 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee/Purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the [Flat/unit] in favour of the Allottee/Purchaser and refund the amount money paid to him by the Allottee/Purchaser by deducting the booking amount and the interest liabilities of the Purchaser/ Allottee and this Agreement shall thereupon stand terminated.
- (iii) The Purchaser / Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the said Flat/ Unit in terms of this agreement by the developer or the purchaser, as the case may be, the developer shall be at liberty to act as the constituted attorney of the Purchaser/ Allottee and execute, present for registration and register unilaterally a deed of cancellation in the event Purchaser/ Allottee fails to do so and the Purchaser/ Allottee shall cease to have any right title interest whatsoever in the said Flat/Unit, or said premises or said project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the developer.

10. CONVEYANCE OF THE SAID FLAT/UNIT

The Developer, on receipt of complete amount of the Price of the [Flat/unit] under the Agreement from the Allottee/ Purchaser, shall execute a conveyance deed and convey the title of the [Flat/unit] together with proportionate indefeasible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*.However, in case the Allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/Purchaser authorizes the Developer to

withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee/Purchaser. The Allottee/ Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

The Purchaser/Allottee further agrees to bear and pay all cost charges and expenses including professional charges of the Advocate/Solicitors of the Owners/Developer having mandate for the said project more fully and particularly described and mentioned in **SIXTH SCHEDULE** written hereunder.

11. MAINTENANCE OF THE SAID BUILDING/FLAT/ UNIT/ PROJECT

The Developer shall manage and maintain the common portion and common portion services in the Project till the taking over of the maintenance of the project by the association of the Allottee/Purchasers. The Purchaser/ allottee shall pay charges for management and maintenance from the date of issuing possession letter. The rate of the maintenance charge at any given point of time will be fixed on the then prevailing market prices, cost and/or rates. The maintenance charge and all other charges that the Purchaser/ Allottee will be required to pay will be calculated on " Super- Built-up Area" of the said Flat/ Unit of the Purchaser/ Allottee and shall be subject to change based on the prevailing market prices. In case the purchaser/allottee defaults in making any payment to the developer within the time stipulated to make such payment, developer shall be entitled to withhold all or any of the utilities, facilities and/or services to the allottee till the entire default amount is paid with interest.

12. DEFECT LIABILITY

It is agreed that in case of any structural defector within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over of possession of the sat flat/unit, it shall be the duty of the Developer to rectify such defects without further charge, within a stipulated time, and in the event of Developer's failure to rectify such defects within such time stipulated time, the aggrieved Allottee/Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided however, the Developer shall not be held liable for any defects or responsible for any rectifications in the circumstances and/or instances described in the TEN SCHEDULE written hereunder.

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

The Allottee/Purchaser hereby agrees to purchase the [Flat/unit] on the specific understanding that is/her right to the use of Common Areas more fully and particularly described and mentioned in **FOURTH SCHEDULE** written hereunder subject to timely payment of total maintenance charges more fully and particularly described and mentioned in the **SIXTH SCHEDULE** written hereunder, the Allottee/Purchasers shall not be entitled to the rights and enjoyment of such common areas as the case in default. The Purchaser/ Allottee agrees and undertake to perform of all his/her obligations in respect of the terms and conditions specified by the developer and/or by their representative from time to time.

14. RIGHT TO ENTER THE FLAT/UNIT FOR REPAIRS

The Developer/maintenance agency/association of Allottee/Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee/ Purchaser agrees to permit the association of Allottee/ Purchasers and/or maintenance agency and/ or developer to enter into the [Flat/unit] 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 Service Areas : The service areas, if any, as located within the project ADYA SAROVAR, 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee/Purchasers formed by the Allottee/Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT/FLAT / APARTMENT :

Subject to Clause 12 above, the Allottee/Purchaser shall, after taking possession shall be solely responsible to maintain the [Flat/unit] at his/her own cost, in good habitable condition and shall not do anything nor to the Building, or the [Flat/unit], or the staircases, lifts,

common passages, corridors, circulation areas more fully and particularly described and mentioned in the **THIRD** and **FIFTH SCHEDULE** written hereunder, which may be in violation of any laws or rules of any authority or which can reasonable cause any disturbance and/or inconvenience to any other Purchaser/ Allottee or change or alter or make additions to the said Flat/unit and keep the said Flat/Unit, its walls and partitions, sewers, drains, pipe and appurtenance thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelteretc. Of the said Flat/Unit, and/or said Block, and/or said Projects is not in any way damaged or jeopardized. However, the Purchaser/ Allottee agrees and undertake to be responsible, at its own cost and expense, for any damage and/or inconvenience, which shall be caused to other Allottees in case on non maintainability of its walls and partitions, sewers, drains, pipe and appurtenances, etc.

The Allottee/Purchaser 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 Allottee/Purchasers shall also not change the colour scheme of the outer wall or repainting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the [Flat/unit] or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the [Flat/unit].

The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottee/Purchasers and/or maintenance agency appointed by association of Allottee/Purchasers. The Allottee/Purchaser shall be responsible for any lossor damages arising out of breach of any of the aforesaid conditions. The Purchaser/ Allottee further undertakes to make timely payment to the relevant electricity board towards the electricity consumed by it in respect of its said Flat/ Unit as per the bill raised by such electricity board.

The Purchaser/ Allottee agrees and or undertake that to apply for and obtain separate domestic electric meter at his/ her own cost, without imposing any cost to developer and/or owner, from relevant electricity board / WBSEDCL within 01 months from the date of issuing Possession Notice.

In case the relevant electricity board/ WBSEDCL fails and/or delay in providing individual electricity meter to the Purchaser/ Allottee of the said Flat/Unit, in that event the Developer/ Maintenance Agency shall provide electricity to the Purchaser/ Allottee from the main

construction meter, through a sub meter at the cost of Purchaser/ Allottee. The Purchaser/ Allottee shall be liable to make payment of electricity consumption charges as per the bills and /or the rate per unit of construction and or main meter , raised by the developer or the Maintenance Agency.

The Purchaser/ Allottee agrees and undertake that to apply for and obtain at his/her own cost separate assessment and mutation of the said Flat/Unit in the records of the Rajpur-Sonarpur Municipality and /or any appropriate authority within 03 (three) months from the date of possession notice.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE/PURCHASER

The Allottee/Purchaser is entering into this Agreement for the allotment of a [Flat/unit] with the full knowledge of ALL Laws, rules, regulations, notifications applicable to the Project in general and this project in particular including the Act referred to herein. That the Allottee/ Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Flat/unit], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Flat/unit] at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

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 has been approved by the competent authority (ies) except for circumstances specifically provided in the Act. Provided however the allottee undertakes not to object to further construction, expansion, development and/or modification in the paid project to the approval of the concerned authorities and sanction of the competent authority:

- a) In the event the developer buy any land adjacent to the said premises or enters into any development agreement with the owners of any land adjacent to the said premises, such land, hereafter referred to as the "Other Further Lands", the same may be added to the said premises, and/or said project and the owners and/or Allottees of such other further land shall have the right of ingress to and egress from over such portions of the said premises, and/or the said land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project.
- b) The projects common portions within the said project, and those within the Other further lands, will be deemed to be the project common portions of the said complex, and or the said project, and/or the said premises.

- c) The Developer may construct other blocks or raise further floors to all or any of the blocks shown in the layout plan and the purchaser/allottee gives his consent for any such said change.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE.

After the Developer executes this Agreement he shall not mortgage or create a charge on the [Flat/unit/Building] 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/Purchaser who has taken or agreed to take such [Flat/unit/Building].

20. APARTMENT OWNERSHIP ACT

The Developer has assured the Allottee/Purchasers 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 the State of West Bengal.

21. BINDING EFFECT

This Agreement shall not be binding on the Developer and the Allottee/Purchaser unless the Allottee/Purchaser affixed its signature and make over all payments due as mentioned in the **SIXTH** and **EIGHTH SCHEDULE** hereunder written within 30 days from the date of receipt of the documents and the Allottee/Purchaser upon intimation in writing from the Developer attains the place specified therein for the purpose of registration and execution of this document.

In the event the Allottee/Purchaser fails to attend upon intimation by the Developer to execute and register this Agreement the Developer shall issue a notice to the Allottee/ Purchaser to execute and register the same within 30 days failing which application of the Allottee/Purchaser shall be treated as cancel and all amounts and deposits received by the developer Excluding the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

However, making over of a draft copy and/or forwarding of the said agreement for mere perusal to any intending Allottee/Purchaser shall not be deemed to be having any binding effect on the Developer.

Further, however, if any Allottee/Purchaser upon payment of any advance of booking amount fails to execute this agreement within the stipulated time mentioned by the Developer, the Developer at its own discretion may cancel the agreement and refund such amount after deducting minimum amount of Rs. 10,000/- to the Allottee/Purchaser without any interest and/or compensation, but not the taxes, if any,

paid by the Purchaser/Allottee for the refund of which the Purchaser/Allottee shall have to apply directly to the concerned authority.

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 with regard to the Flat No._____, Block no:___ along with/without covered/uncovered car parking space(if any) in the ground floor of the said Flat.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE/ PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchasers in case of a transfer, as the said obligations shall be binding and enforceable on the subsequent Allottee/ Purchaser for all intents and purposes.

25. WAIVER NOT RESTRICTION TO ENFORCE

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/Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Developer in the case of one Allottee/Purchaser shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottee/Purchasers.

Failure on the part of the Developer 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 and shall continue to be in force unless this agreement is determined and/or cancelled in similar manner.

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project, the same shall be the proportion to the super built up area of the said Flat/Unit bears to the total super-built-up area of all the Flats/Units in the said premises, and/or said project, and/or said buildings as the case may be.

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

This Agreement shall be executed by the Developer on behalf of itself and the Owners by virtue of the Power of Attorney granted in favour of the Developer at the place so desired by the Developer and registered in the Office of the concerned ARA/DSR/ADSR having jurisdiction through the Developer's Solicitors, having mandate for the said project solely.

30. NOTICES

That all notices to be served on the Allottee/Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Developer by Registered Post at their respective address mentioned above in this agreement.

It shall be the duty of the Allottee/Purchaser and the Developer to inform in writing 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/Purchaser, as the case may be and the same shall be treated to be good and proper service.

31. JOINT ALLOTTEE/PURCHASERS

That in case there are Joint Allottee/Purchaser all communications shall be sent by the Developer through Speed Post to the Allottee/Purchaser whose name appears first at the address given by him/her which shall for all intents and purposes be considered to be good and proper service upon the Allottee/Purchasers on receipt of the Acknowledgement by the Developer for the said communication.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be enforceable in accordance with the laws of India for the time being in force including but not limited to Real Estate (Regulation and Development) Act 2016 and the Rules framed thereunder.

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 through the Adjudicating Officer appointed under the Act.

In the event, such mediation through the adjudication officer appointed under the Act does not materialize or resolve the disputes within the prescribed period from the date of its inception, it shall be referred for adjudication through an Arbitration in terms of the provision contained under the Arbitration and Conciliation Act, 1996 as may be amended from time to time including the Rules framed thereunder. For the purpose of Adjudication of such disputes the parties hereto agree to appoint Sri _____ as the Sole Arbitrator and in the event the Sole Arbitrator declines to act as such Arbitrator, either of the parties shall be entitled to nominate its Arbitrator and nominated Arbitrators so appointed by the parties herein shall appoint a Third Arbitrator to constitute the Arbitral Tribunal and the venue of such Arbitration shall be at Kolkata and official language be in English.

The Arbitrator and/or The Arbitral Tribunal as the case may be shall be entitled to make and publish an award and/or shall also be entitled to pass an interim award as the case may be which shall be binding and/or conclusive upon the parties.

Only the Courts having territorial jurisdiction over the premises and/or having pecuniary jurisdiction in terms of the quantum of claim

shall have exclusive jurisdiction in all matters relating to and/or arising out of this agreement.

34. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/ ALLOTTEE

The Purchaser/ Allottee hereby represent and warrants to the developer and the Owners as follows:

- a) The execution and delivery of this agreement and the performance of his/ her/ its obligations hereunder shall not (i) conflict with or result in a breach of the terms of any other contract or commitment to which he/she/it is a party or by which he/she/it is bound; (ii) violate its memorandum of association, articles of association or bye laws or any other equivalent organizational documents (if applicable) ,(iii) conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which he/she/it is bound or (iv) require the consent or approval of any other party to any contract, instrument or commitment to which he/she/it is a party or by which he/she/it is bound.
- b) There are no actions, suits or proceedings existing, pending or to his/its knowledge, threatened against or affecting him/her/it before any court, arbitrator or governmental authority or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect his/her/its ability to perform his/her/its obligations with his/her/its obligations under or in connection with this agreement.
- c) That he/she/it enters into this agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this agreement and agrees that the obligations under this agreement are valid and legal and binding on him/her/it in accordance with the terms hereof.
- d) His/her/its entry into this agreement, and the exercise of his/her/its rights and performance of the compliance with his/her/its obligations under or in connection with this agreement or any other documents entered into under or in connection with this agreement, will constitute private and commercial acts done and performed for private and commercial purpose.
- e) The Purchaser/Allottee has the financial and other resources, to meet and comply with all his/her/its obligations under this agreement, punctually and in a timely manner and that the Purchaser/Allottee, has not used and shall not use "proceeds of crime" as defined in prevention of money laundering Act 2002, for making any payments hereunder.

- f) The Purchaser/Allottee shall observe, perform and fulfill the covenants, situlations, restrictions and obligations required to be performed by the Purchaser/Allottee hereunder. Plants or trees should not be destroyed in landscaped area. The landscaped areas shall always be maintained as open areas.
- g) The Purchaser/Allottee agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit/Flat/ Apartment and/or car parking space by concerned authorities due to non payment by the Purchaser/Alloottee of any taxes/ outgoings etc. payable to the concerned authorities.
- h) The Purchaser/Allottee accepts the architect's certificate of covered space, and other layouts are final and will not raise any issue as such.
- i) Purchaser/Allottee is satisfied with flat layout, toilet ,kitchen and other lay-out and will not complain regarding design etc.
- j) Drainage and other plans prepared by consultants appointed by developer are acceptable to Purchaser/Allottee and Purchaser/Allottee will not raise any issues regarding the same.
- k) The Purchaser/ Allottee has perused himself/herself/ itself about all the rules, regulations and restrictions governing the complex and its common purpose and undertake and declares that he/she/it is acquiring the said Unit/Flat based on the various covenants, rules, regulations and restrictions contained in this agreement.
- l) The Purchaser/ Allottee/ s is aware of the applicability of Tax deduction at siurce (TDS) with respect of the said Unit/Flat. Further, the purchaser/Allottee/s is aware that the Purchaser/Allottee/s has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of developer, whichever is earlier as per sec 194-IA in the income tax act ,1961. Further the Purchaser/Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the IncomeTax Act 1961.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcel of land containing by ad-measurement an area of 36 satak equivalent to 21 Cottahs 12 Chittacks and 22 Sq. Ft. but on actual physical measurement 20 Cottahs 08 Chittacks and 03 Sq. Ft. be the same a little more or less comprising of **BAHUTAL**

ABASAN LAND and situate at Holding No. 30, Das Para Road, Mouza-Jagaddal, J. L. NO. 71 and comprised in RS Dag Nos. 3013 and 3014 appertaining to RS Khatian Nos. 1052 and 1092 corresponding to LR Dag Nos. 3030 and 3031 appertaining to LR Khatian Nos. 4413, 4414, 4415, 4416 P. S. and ADSR-Sonarpur, Ward No. 26, within Rajpur Sonarpur Municipality, P.O. Dakshin Jagaddal, District 24 Parganas (South) and butted and bounded i. e. :

ON THE NORTH : By Public Road known as Daspara Road,
ON THE SOUTH : By CS & RS Dag No. 3013 (Part) & 3012,
ON THE EAST : By Public Road known as School Road And
ON THE WEST : By CS & RS Dag No. 3015.

AND HOWSOEVER OTHERWISE the said premises is described and/or distinguished and delineated and shown in a map or plan annexed hereto and thereon enclosed in red border line.

SECOND SCHEDULE HEREUNDER WRITTEN

(Description of the Flat and the car parking space)

ALL THAT Flat No._____ on the _____ **Floor** of **Block No._____** of the said Project known as "**ADYA SAROVAR**" contained by ad-measurement a **carpet area of _____ sq. ft.** (including balcony) equivalent to a **Super Built Up Area of _____sq. ft.** more or less **Together With/Without** the _____ nos. covered/uncovered Car Parking Space on the ground floor of the said Premises **Together With** the undivided proportionate indefeasible share in the common areas and facilities appertaining thereto as defined under Section 2(n) of the said Act **Together Also With** the undivided proportionate indefeasible share in the land comprised in the Said Premise on which the building containing the said Flat and the covered/uncovered Car Parking Space has been erected and built and attributable to the carpet area contained in the said Flat and the covered/uncovered Car Parking Space hereunder written and hereinafter collectively referred to as "**The Said Flat**".

This schedule are mentioned in order to make the agreement more convenient to the purchaser and the same is not mentioned in the FORM A

THIRD SCHEDULE ABOVE REFERRED TO
(common parts and facilities)

1. Stair case on all the floors.
2. Stair case landing and passages on all floors
3. Lift Well.
4. Lift with all its accessories.
5. Lift machine room, stair room in the roof.
6. Columns foundations and plinths.
7. Common passage and entrance lobby on the ground floor excepting car parking area and any commercial space.
8. Underground and overhead reservoirs.
9. Water pumps and pipe lines leading to the flats.
10. Generator for common services.
11. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks.
12. Guards rooms, caretakers rooms, toilets meter room children's play area[if any] and other rooms and facilities in the ground floor.
13. Boundary wall around the premises.
14. All other amenities that is for common use of all the flat owners.

FOURTH SCHEDULE ABOVE REFERRED TO
(common expenses and deposit)

1. The costs of cleaning and lighting the main entrance passages landing staircases and other part of the said building so enjoyed or use by the purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers and other service staff.
3. The costs of working and maintenance of lifts, generator, and other light and service charges.
4. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.
5. Such other expenses as are deemed by the developer or the Association of flat owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the

- ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube-well, transformer etc.
 7. The fees and disbursements paid to any caretakers/managers/agents if appointed by the developer or association of flat owners in respect of the said building.
 8. Such amount as shall be declared and fixed by the developer in its absolute discretion for administration and other like-purposes (common area).
 9. Deposits of the super built up area on account of electricity, generator, contingency funds towards maintenance, legal fees, club memberships[if any] and all other expenses for common use and benefits.
 10. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.
 11. Costs of appointment of maintenance Company/Association.

FIFTH SCHEDULE ABOVE REFERRED TO :
(particulars and specification for construction and installations)

The quality of the structures as well as the specification, guidelines regarding strength of the building etc. as per Rajpur-Sonarpur Municipality Rules shall be followed by the developer.

1. RCC structures Foundation ;
2. Ornamental and modern architectural Elevation ;
3. Exterior walls with weather proof paints and other decorative finish ;
4. Interior walls with plaster of paris/ Putty,
5. Flooring:-
 - a) Vitrified Tiles in living and dining area ; bedrooms;
 - b) Rectified/Anti skid tiles in kitchen and toilet;
6. Water supply : 24 Hours water supply from deep tubewell with extra cost ;
7. Staircase & lobby with marble/ kota stone/Tiles;
8. Kitchen: Granite top platform with S/S Sink (20") and Glazed tiles upto 2' ft above the platform .

9. Window: Aluminum sliding Windows (with out grill);grills to be fitted by the cost of buyer as per specification of developer from inside.
10. Doors: Entrance flush door with Godraj Lock or equivalent and good quality flush doors in all rooms (only primer paint);
11. Lift: reputed bands (01 nos), for every block ;
12. Toilet :-
 - i) Ceramic tiles upto 6 ft. height;
 - ii) Line of hot & cold water in toilet.
 - iii) European style sanitary fittings (EWC) white colour in both toilets, One (01 nos) wash basin(20"- white colour , with out padistal) in living area and elegant good quality of CP fittings;
13. Electricals :
 - i) Good quality of concealed copper wiring ;
 - ii) MCB of good quality;
 - iii) One (01 nos) AC point in Master bed room;
 - iv) Telephone, T.V. cable point in living and dinning area;
 - v) Geyser point in attached toilet;
 - vi) Sufficient fan and light points ;
 - vii) Modular switches;
14. Power back- up: 24 hours power back up provision of generator in case of power cut, in common passage, with extra cost.

SIXTH SCHEDULE ABOVE REFERRED TO
(Additional Payments and/or deposits)

A. ADDITIONAL CHARGES :

1. Transformer charges @ Rs. _____/- per sq. ft. + 18% GST (payable to Developer)
2. Generator charges @ Rs. _____/- per sq. ft. + 18% GST (payable to Developer)
3. Development fees @ Rs. _____/- per sq ft + 18% GST payable to Developer.

B. DEPOSIT :

1. Sinking fund @ Rs. _____/- per sq. ft. (Payable to Developer)

2. Maintenance @ Rs. _____/ per sq. ft. per annum (advance deposit for 12 months) payable to Developer.

C. MISCELLANEOUS CHARGES :

1. Agreement Charges @ Rs. _____/- per flat.
2. Agreement Registration Charges @ Rs. _____/- per Flat.
3. Deed Of Conveyance Registration Charges @ _____/- per Flat.
(Registration Via Commission charges extra at any point)
3. Mutation charges @ Rs. _____/- per flat (payable to Developer)
4. Society formation charges @ Rs. _____/- per flat (payable to Developer).

SEVENTH SCHEDULE ABOVE REFERRED TO
(STIPULATIONS)

1. **Right of Common Passage on Common Portions :** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities :** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection :** Right of support, shelter and protection of each portion of the said Building/Said Premises by other and/or others thereof.
4. **Right over Common Portions :** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry :** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof:** Right of access to the Common Roof.

EIGHTTH SCHEDULE ABOVE REFERRED TO
(Break up of Consideration)

1.	BOOKING-	---%
2.	AGREEMENT-	---%
3.	FIRST SLAB-	----%
4.	SECOND SLAB-	-----%
5.	THIRD SLAB-	----%
6.	FOURTH SLAB-	----%
7.	FIFTH SLAB-	----%
8.	BRICK WALL-	----%
9.	INSIDE PLASTER-	----%
10.	POSSESSION-	----%

**NINETH SCHEDULE ABOVE REFERRED TO
(DEFINITION)**

1. **ARCHITECT** - shall mean Sanyalson Associates Consultants Pvt. Ltd. of No. P-157, Kanungo Park, Kolkata- 700 084 or such other person or firm who may be appointed as Architect of the project by the Developer.
2. **PREMISES**- shall mean **ALL THAT** pieces and parcel of land containing by ad-measurement an area of 36 satak equivalent to 21 Cottahs 12 Chittacks and 22 Sq. Ft. but on actual physical measurement 20 Cottahs 08 Chittacks and 03 Sq. Ft. be the same a little more or less comprising of **BAHUTAL ABASAN LAND** and situate at Holding No. 30, Das Para Road, Mouza-Jagaddal, J. L. NO. 71 and comprised in RS Dag Nos. 3013 and 3014 appertaining to RS Khatian Nos. 1052 and 1092 corresponding to LR Dag Nos. 3030 and 3031 appertaining to LR Khatian Nos. 4413, 4414 , 4415, 4416 P. S. and ADSR-Sonarapur, Ward No. 26, within Rajpur Sonarpur Municipality, P.O. Dakshin Jagaddal, Kolkata-700151, District 24 Parganas (South).
3. **MAP OR PLAN** - shall mean the plans, designs, drawings and specifications of the building which has been sanctioned by the Rajpur-Sonarapur Municipal Authorities being Building Permit No. SWS-OBPAS/2207/2023/0481 dated 18/04/23 with such alternations or modifications as may be made by the Developer with the written approval of the Owners from to time.
4. **SPECIFICATIONS**- shall mean the specifications of the nature of constructions and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.
5. **COMMON PARTS, PORTIONS, AREAS AND INSTALLATION**- shall mean and include the entrances, Lobbies, staircases, lifts, lift-shafts, stair-lobbies, drive-ways (excepting those reserved for open car parking spaces), gardens, sub-station, pump rooms, machine rooms, water tank, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or

spaces at the said premises more fully and particularly mentioned in the **FIFTH SCHEDULE** hereunder written and expressly or intended by the the Developer for common use and enjoyment of the Purchaser of different portions of the said buildings but shall not include the car parking spaces in the ground floor of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchaser hereby confirms and consents.

6. **COMMON EXPENSES-** shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation intended for rendering common services as are mentioned in the **FOURTH SCHEDULE** hereunder written.
7. **CO-OWNERS** - shall according to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.
8. **BUILDING-** shall mean the new building or buildings constructed on the said premises.
9. **UNDIVIDED SHARE-** shall mean all that the undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.
10. **SHARE OF EXPENSES** - wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.
11. **SUPER BUILT UP AREA** – Super Built Up area has been calculated by including in measurement the thickness of the outer walls, balcony and proportionate share of the common areas including utilities areas.
12. **CARPET AREA** - has been calculated from covered area of the said Flat as certified by the Architects which is 33.33% less than the super built up area.
13. **TRANSFER** - with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.
14. **THE SAID FLAT** - shall mean and include **ALL THAT Flat No. _____** on the _____ **floor** of **Building/Block No. _____** of the said Project known as "**ADYA SAROVAR**" contained by ad-measurement a **carpet area of _____ sq.ft.[including balcony]** equivalent to a **Super**

Built Up Area of _____ sq.ft. more or less **Together With/Without** the _____ Nos covered/uncovered Car Parking Space on the ground floor of the said Building and/or the Said Premises **Together With** the undivided proportionate indefeasible share in the common areas and facilities appertaining thereto as defined under Section 2(n) of the said Act **Together Also With** the undivided proportionate indefeasible share in the land comprised in the Said Premise on which the building containing the said Flat and the covered/uncovered Car Parking Space has been erected and built and attributable to the carpet area contained in the said Flat and the covered/uncovered Car Parking Space hereunder written and hereinafter collectively referred to as "**The Said Flat**".

15. **ASSOCIATION** - shall mean the Association/ Syndicate/Committee or Society that may be formed and registered by the Occupiers of Flats/Units for the common purposes as may be deemed proper and necessary by the Developer.
16. **FORCE MAJEURE** - shall mean and include war, civil commotion, riots, floods, restriction by State, non availability of materials, legal, interference or any other cause or reason beyond the scope, authority and/or control by the Developer.
17. **POSSESSION** - shall mean and include expiration of the period of notice by the Developer to the purchaser calling upon him/them to take possession of the flat/unit notwithstanding such possession being taken by the Purchaser.
18. **SINGULAR** - shall include Plural and vice-versa.

TENTH SCHEDULE ABOVE REFERRED TO
(Defect for which the promoter will not be Liable)

- a. The developer/ Owner will not liable to rectify any defect in the said Unit/Flat or the said block and/or the said complex in the following instances:

If the Purchaser/ Allottee makes any changes, nodifications, and/or alteration and/or misuse /mishandling in the internal plumbing pipes and/or any fittings and/or fixtures, or the wall and/or the floor tiles of the said Unit/Flat, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the said Unit/Flat, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.

If Purchaser/Allottee makes any changes, modifications and/or alteration and/or misuse /mishandling in the electrical lines of the said Unit/Flat the any defect in the electrical lines of the said Unit/Flat that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made include but not limited to the damage to concealed electrical wiring during interior work.

If the Purchaser/Allottee makes any changes, modifications and/or alterations and/or misuse /mishandling to any of the doors, their fittings and/or other related items in the said Unit/Flat then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.

If Purchaser/Allottee makes any changes, modifications and/or alterations and/or misuse /mishandling to any of the windows, their fittings and/or other related items of the said Unit/Flat then, any defect of such window, its lock or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.

If Purchaser/Allottee makes any alterations and/or changes in the said Unit/ Flat during execution of the interior decoration or fit-outs then defects like damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and or changes and/or misuse /mishandlings.

If damages to any glass panel of the window and/or louvers and/or any defects of the doors and/or windows of the said Unit/Flat, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other than the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.

If there are scratches or damages to the floor or wall tilts of the said Unit/Flat due to normal wear and tear or direct or indirect impact on the floor or wall tiles, wall plaster.

If waste pipes or waste lines of the said Unit/Flat from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.

The damage of any nature in the said Unit/Flat due to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.

The damages in pipelines or electrical lines of the said Unit/Flat during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.

The damages due to non-maintenance of such things or items or fixtures of the said Unit/Flat which require regular maintenance and which gets damaged due to such non maintenance.

The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the said Unit/Flat and/or said building/and/or said complex due to different coefficient of expansion and contraction of materials.

If the defects in the materials, fittings, equipment's, and/or fixtures provided are in the said Unit/Flat and/or the said block or buildings and/or the said complex owing to any manufacturing defect or for not proper maintenance thereof or changed by the Purchaser/Allottee in the manner in which the same are required to be maintained or changed , as the case may be or the any defects in these materials.

All materials, fittings, fixtures and/or equipments etc. are provided in the said Unit/Flat and/or block/s and/or complex are comes under warranty of manufacturer, developer are not liable for that.

Fittings related to plumbing, sanitary, electrical, hardware etc. having natural wear and tear.

The terms of work like painting etc. which are subject to wear and tear.

when there is a specific fault on the part of the purchaser or in maintaining the building. The Purchaser/Allottee and/or the association of the Purchaser/Allottee will maintain that said flat and/or the said building or premises on a proper way, so that the same could not be damaged due to any act and action of any individual Purchase/Allottee and/or in common.

Notwithstanding anything therein contained it is hereby expressly agreed and understood that is case the Purchaser/Allottee, without first notifying the developer and without giving the developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Unit/Flat alters the state and condition of the area of the purpoted defect, then the developer shall be relieved of its obligations contained in clause 12 hereinabove.

It is clarified that the above said responsibility of the developer shall not cover defects, damage, or malfunction resulting from (i) misuse, (ii) unauthorized modifications or repairs done by the Purchaser/Allottee and/or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments, (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generator, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Purchase/Allottee of the said Unit/Flat should also pay maintenance charges for maintenance of

the said premises/project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the Purchaser/Allottee and there being discontinuation of proper maintenance in that event the developer should not be held as liable as default on its part under this clause.

The manufacturer warranty and such warranties are covered under the maintenance of the said Unit/Flat and/or said block/building/s, and or said complex and if the annual maintenance contracts are not done/renewed by Purchaser/Allottee and/or the association of Purchaser/Allottee, the developer and/or owner shall not be responsible for any defects occurring due to the same. The said complex/blocks/Units as a whole has been conceived, designed and constructed based on the commitments and warranties given by the manufacturers/ vendors that all equipments, fixtures and fittings shall be maintained and covered maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Said Unit/Flat and/or said complex, and/or said premises and the common amenities wherever applicable.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the ____ day of _____ 2023.

SIGNED SEALED AND DELIVERED by
the OWNERS at Kolkata in the
presence of :

SIGNED SEALED AND DELIVERED by
the DEVELOPER at Kolkata in the
presence of :

SIGNED SEALED AND DELIVERED by
the PURCHASERS at Kolkata in the
presence of :

RECEIVED this day from the within-named Purchaser
Rs. _____/-
(Rupees: _____)

only) as earnest and/or part payment against the total agreed
consideration of Rs. _____/- being the within-mentioned
Consideration in the manner specified hereunder

MEMO OF CONSIDERATION

DATED THE _____ DAY OF _____,
202_____

B E T W E E N

AMIT DAS & ORS.
OWNERS

A N D

BENGAL HOUSING INTRASTRUCTURE
DEVELOPER

A N D

PURCHASER

MEMORANDUM OF AGREEMENT FOR
SALE

T. C. RAY & CO.
Solicitors & Advocates
6, Old Post Office Street,
Kolkata-