

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE ON THIS THE ..... DAY OF  
..... TWO THOUSAND AND TWENTY .....

BETWEEN

(1) **CARDINAL PROJECTS LLP** (having PAN – AAQFC0554R) Vide LLP ID No.: AAU-7602 Converted from **CARDINAL PROJECTS PVT. LTD.** (2) **GANESHDHAM PROJECTS LLP** (having PAN: AAWFG4324K) Vide LLP ID No.: AAV-9900, Converted from **GANESHDHAM PROJECTS PVT. LTD.** (3) **LEGACY TOWNSHIP LLP** (having PAN– AAJFL3716D) Vide LLP ID No.: AAW-3040 Converted from **LEGACY TOWNSHIP PVT. LTD.** and all are registered on due Conversion of Private Limited Companies to Limited Liability Partnership Firm and are Incorporated in Ministry of Corporate Affairs, having all it's registered office at Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, Kolkata – 700 064 and all in Sl. No. (1) to (3) are represented by a Common Partner as well as common Constituted Attorney namely **Mr. Sanjay Gupta** (having PAN No. ADRPG6327Q & Aadhaar No. 7089 5093 7284), son of Sri Gopal Prasad Gupta, by Faith-Hindu, by Nationality-Indian, (4) **TRILOK VINIMAY PVT. LTD.** (having PAN – AADCT0988J) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, Kolkata – 700 064, represented by it's Director as well as common Constituted Attorney **Mr. Sanjay Gupta** (having PAN No. ADRPG6327Q & Aadhaar No. 7089 5093 7284), son of Sri Gopal Prasad Gupta, by Faith-Hindu, by Nationality-Indian, by Nationality Indian, by faith Hindu, (5) **MR. SANJAY GUPTA** (having PAN No. ADRPG6327Q & Aadhaar No. 7089 5093 7284), son of Sri Gopal Prasad Gupta, by Faith-Hindu, by Nationality-Indian, by Nationality Indian, by faith Hindu, residing at Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, Kolkata – 700064, (6) **MR. BANU DAS alias BENU DAS** (having PAN: ALGPD2162D & Aadhaar No: 2949 4590 4104), son of Late Bhagwan Chandra Das, by Nationality Indian, by Faith Hindu, by Occupation: Business, residing at K.D./1, Aswini Nagar, P.O: Aswini Nagar, P.S.: Rajarhat at present New Town P.S., Kolkata – 700059, District: North 24 Parganas, (7) **MRS. CHAMPA DEVI SHAW** (having PAN: KYMPS5198P & Aadhaar No: .....), wife of Sri Kartick Shaw, by Nationality Indian, by Faith Hindu, by Occupation: Business, residing at 5, Dr. Suresh Sarkar Road, Moulali, P.O. & P.S.: Moulali, Kolkata – 700014, all in Sl. No. (5) to (7) are represented by Self and common Constituted Attorney **Mr. Sanjay Gupta** (PAN: ADRPG6327Q, Aadhaar No.: 708950937284) son of Mr. Gopal Prasad Gupta, by Faith Hindu, by Nationality Indian, by Occupation: Business, residing at Dwarka Vedmani, AD-169, Salt Lake City, Sector – I, Kolkata – 700 064 and all above are jointly and collectively hereinafter referred to and called as the "**LAND OWNERS/VENDORS**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their respective successors, legal representatives, executors, administrators and assigns) of the **FIRST PART;**

**AND**

**M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** (having PAN-AALCA5946M) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, Kolkata 700 064 being represented by one of its Director **SRI SANJAY GUPTA** (having PAN: ADRPG6327Q, Aadhaar No.: 708950937284), son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, by nationality: Indian, residing at Dwarka Vedmani, AD-169, Sector-1, Salt Lake City, P.O.-Bidhannagar, P.S. – Bidhannagar North, District – 24 parganas North, Kolkata -700064, hereinafter referred to as the **DEVELOPERS/ BUILDERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the **SECOND PART.**

**AND**

(1) **SRI/SMT** .....  
(PAN ....., Aadhaar No. ....) son/wife/daughter of

Sri ..... , aged about ..... Years,  
 by occupation ..... , **(2) SRI/SMT**.....  
 ..... (PAN ..... , Aadhaar No ..... )  
 son/wife/daughter of Sri..... ,  
 aged about .....Years, by occupation ..... , both by faith..... ,  
 both by Nationality Indian/s, both residing at the .....  
 .....  
 ..... hereinafter referred to as  
 the "**PURCHASER/S**" (which terms or expression shall unless excluded by or repugnant to the  
 context be deemed to mean and include his/her/their/it's successors, legal representatives,  
 executors, administrators and assigns) of the **THIRD PART**.

### ARTICLE I

**DEFINITIONS:** In this Agreement expressions used herein shall unless it be contrary and/or repugnant to the context have the following meanings:-

1. **"Act":** Shall means the Real Estate (Regulation and Development) Act, 2016;
2. **"Rules":** Shall means the West Bengal Real Estate (Regulation and Development) Rules, 2021; made Real Estate (Regulation and Development) Act, 2016;
3. **"Regulations":** Shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
4. **"Section":** Shall means the section of the Act/Rules;
5. **LAND:** Shall mean ALL THAT piece and parcel of land measuring an area of **15 Cottahs 07 Chitacks, 05 Sq.ft.**, be the same a little more or less out of which **02 Cottahs** comprised in part of **R.S/L.R Dag No. 590 under present L.R Khatian No. 1326, 05 Cottahs 03 Chitacks** comprised in part of **R.S/L.R Dag No. 591 under present L.R Khatian Nos. 3121 & 3119, 03 Cottahs 05 Chhitacks** comprised in part of **R.S/L.R Dag No. 595 under present L.R Khatian No. 2859, 02 Cottahs 15 Chhitacks 22 Sq.ft.** comprised in part of **R.S/L.R Dag No. 601 under present L.R Khatian Nos. 2923 & 3267** and **01 Cottah 15 Chhitacks 28 Sq.ft.** comprised in part of **R.S/L.R Dag No. 620 under present L.R Khatian Nos. 3113 & 3205**, lying and situates at **Mouza: Sulanguri, J.L. No. 22, R.S. No. 196, Touji No.178, Police Station: Rajarhat** at present New Town, under Jyangra-Hatiara Gram Panchayet-II, Rajarhat, P.S.- New Town, District: North 24 Parganas, morefully and particularly mentioned, described, explained, enumerated and provided in the **SCHEDULE 'A'** hereunder written.
6. **MEENA AURUM PHASE-IIA PROJECT:** Shall mean development and construction of numbers of Buildings including the 'Said Building' hereunder in the nature of residential flats/units, car parking spaces and others and collectively named '**MEENA AURUM PHASE-IIA**' on and upon the Amalgamated Land hereunder the Schedule 'A' and within a large Housing Complex and in relation therewith the work of development undertaken and also to be done by the Developer herein and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the completed Unit/s/Flat/s/Car Parking Space/s and Others be taken over by the Unit/Flat and occupiers.
7. **CARPET AREA:** Shall according to its context, mean net usable total floor area of the flat/ apartment excluding all outer walls and other super structures services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and shall mean net area of

the floor and ceiling within the Flat only available to the purchasers and or the occupier of the same.

8. **BUILT-UP AREA/COVERED:** Shall, according to its context, mean the plinth or carpet area of that Unit/Flat including and also the thickness of the outer walls, internal walls and pillars walls and also the half of such outer walls which are common between the adjacent Units/Flats including of the subject flat/unit under the Schedule 'B' and shall according to its context, mean covered area plus Proportionate share of lobby, lift & stair case of the said floor where on the flat is situated.
9. **SUPER BUILT-UP AREA:** Mean in context to the built-up area of an Unit plus proportionate undivided share of all the common areas within the project.

**WHEREAS THE LAND OWNERS AND THE PROMOTER DECLARES THAT:-  
(TITLE OF THE PROPERTY UNDER FIRST SCHEDULE)**

A. The First Party Sl. No. (1) to (7) herein are the Owners of land measuring **area about 15 Cottahs 07 Chitacks, 05 Sq.ft.**, be the same a little more or less, comprised in part of **R.S./L.R Dag Nos: 591, 595, 601, 620 & 590**, under **L.R. Khatian Nos. 3121, 2859, 2923, 3113, 3205, 3267, 1326 & 3119** at **Mouza: Sulanguri, J.L. No. 22**, R.S. No. 196, Touji No.178, Police Station: New Town, under Jyangra-Hatiara Gram Panchayet- II, District: North 24 Parganas.

B. By a Development Agreement **dated 30.01.2019** duly registered with the office of the ADSR Rajarhat, in Book-I, Volume No. 1523-2019, Pages from 49110 to 49154, Being No. 01098/2019, the First Party in **Sl. No. (7)** herein being the **Land Owner therein** appointed '**Astdurga Construction Pvt. Ltd.**' as the Developer/Promoter as also their Sole Agent having full power and authorization to construct and develop multi-storied building/s on and upon their land their aforesaid Sali Land total admeasuring **03 Cottahas, 03 Chittaks** a little more or less and also gave full rights and authorization to sale the Flats and others portions under the Developer as per terms, conditions, obligations and stipulations written therein.

C. Subsequently as per terms and conditions of the said Development Agreement the Land Owner the First Party in **Sl. No. (7)** herein being the **Land Owner** as well the Principal therein executed a Power of Attorney on. 19.02.2019 duly registered with the office of the ADSR Rajarhat, in Book-I, Volume No. 1523-2019, Pages from 80651 to 80670, Being No. 02021/2019, in favour of the said Developer Company '**Astdurga Construction Pvt. Ltd.**' and also it's representing Director **Mr. Sanjay Gupta** to represent them to all statutory authorities, Government/Semi-government and all other authorities concern, to execute and perform all acts & deeds on and behalf of the said Land Owner including exclusive Power to sale, mortgage, gift and or alienate her property including of sale of the Developers Allocations to intending outsider/purchasers/bank/ financial Organizations etc.

D. By another Development Agreement **dated 20.11.2019** duly registered with the office of the ADSR Rajarhat, in Book-I, Volume No. 1523-2019, Pages from 552527 to 552567, Being No. 13727/2019, the First Party in **Sl. No. (6)** herein being the **Land Owner therein** appointed '**Astdurga Construction Pvt. Ltd.**' as the Developer/Promoter as also his Sole Agent having full power and authorization to construct and develop multi-storied building/s on and upon his land their aforesaid Sali Land total admeasuring **02 Cottahas** a little more or less and also gave full rights and authorization to sale the Flats and others portions under the Developer as per terms, conditions, obligations and stipulations written therein.

E. Subsequently as per terms and conditions of the said Development Agreement the Land Owner the First Party in Sl. No. (06) herein, therein as the Principal executed a Power of Attorney on. 02.12.2019 duly registered with the office of the ADSR Rajarhat, in Book-I, Volume No. 1523-2019, Pages from 575282 to 575299, Being No. 14323/2019, in favour of the said Developer Company '**Astdurga Construction Pvt. Ltd.**' and also it's representing Director **Mr. Sanjay Gupta** to represent them to all statutory authorities, Government/Semi-government and all other authorities concern, to execute and perform all acts & deeds on and behalves of the said Land Owner including exclusive Power to sale, mortgage, gift and or alienate his property including of sale of the Developers Allocations to intending outsider/purchasers/bank/ financial Organizations etc.

**F.** By another Development Agreement dated **30.01.2023** duly registered with the office of the A.R.A-IV Kolkata, in Book-I, Volume No. 1904-2023, Pages from 127101 to 127161, Being No. 01975/2023, the First Party in **Sl. No. (1) to (5)** herein being the **Land Owners therein** appointed '**Astdurga Construction Pvt. Ltd.**' as the Developer/Promoter as also their Sole Agent having full power and authorization to construct and develop multi-storied building/s on and upon their aforesaid Sali Land total admeasuring **10 Cottahs 04 Chitacks, 05 Sq.ft.** a little more or less and also gave full rights and authorization to sale the Flats and others portions under the Developer as per terms, conditions, obligations and stipulations written therein.

**G.** Subsequently as per terms and conditions of the said Development Agreement the Land Owners the First Party in Sl. No. (1) to (5) herein, therein jointly as the Principals executed a Power of Attorney on 28.02.2023 duly registered with the office of the A.R.A-IV Kolkata, in Book-I, Volume No.1904-2023, Pages from 184391 to 184413, Being No. 03253/2023, in favour of the said Developer Company '**Astdurga Construction Pvt. Ltd.**' and also it's representing Director **Mr. Sanjay Gupta** to represent them to all statutory authorities, Government/Semi-government and all other authorities concern, to execute and perform all acts & deeds on and behalves of the said Land Owners including exclusive Power to sale, mortgage, gift and or alienate their property including of sale of the Developers Allocations to intending outsider/purchasers/bank/financial Organizations etc.

**H.** Since after the aforesaid three Development Agreement and three Power of Attorney the Developer/Promoter herein is now seized and possessed of Total Land admeasuring an area about **15 Cottahs 07 Chitacks, 05 Sq.ft.** be the same a little more or less, comprised in **R.S./L.R Dag Nos: 591, 595, 601, 620 & 590**, under **L.R. Khatian Nos. 3121, 2859, 2923, 3113, 3205, 3267, 1326 & 3119** at **Mouza: Sulanguri, J.L. No. 22, R.S. No. 196, Touji No.178, Police Station: New Town, under Jyangra-Hatiara Gram Panchayet- II, District: North 24 Parganas** morefully, particularly and collectively described in the **SCHEDULE 'A'** hereunder written and hereinafter for the sake of brevity referred to as the "**SAID LAND**"; And the Land Owners and the Developer/Promoter herein are jointly seized and possessed thereof and are well and sufficiently entitled thereto free from all charges, claims, demands, attachments, liens, lispenses, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature.

**I.** By virtue of all the aforesaid two registered Deeds of Development Agreement, the Developer have after obtaining the physical possession of the total land under the Schedule 'A' hereto from the Land-Owners, prepared and obtained a Composite Building Sanction Plan from Rajarhat Panchayet Samity under the North 24 Parganas Zilla Parishad, **Vide Plan No. 414/RPS, dated 28/03/2023** and commenced the construction works of multi-storied buildings comprised of Three Blocks all within **MEENA AURUM PHASE-IIA** on and upon the Owners' said amalgamated land under the Schedule 'A' hereto which is under progress.

WHEREAS the **DEVELOPERS/BUILDERS/ CONFIRMING PARTY** has registered the said Housing Project namely '**MEENA AURUM PHASE-IIA**' **Blocks/Buildings- J1, K1, & P1** under the Act with the Real Estate Regulatory Authority of West Bengal and been granted registration number ..... **on dated** .....

WHEREAS by dint of all the said Development Agreement and all the said Power of Attorney in relation thereto, the Promoter is fully competent to enter into this Agreement and to fulfill all the legal formalities in respect of the right and interest of the Promoter regarding the Said Land on which Project is under construction;

**J.** The Allottee had applied for an apartment in the Project vide application no. .... dated ..... and has been allotted Apartment/Flat No. .... having carpet area of ..... square feet, type ....., on the ..... floor in the Block/building ....., '**MEENA AURUM PHASE-IIA**' along with Covered Car Parking Space No..... admeasuring 135 square feet on the Ground Floor, and of pro rata share in the common areas hereinafter referred to as the "Apartment" more particularly and collectively described in the described in **Schedule 'B'** and the floor plan of the apartment is annexed hereto;

**K.** At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its primary satisfaction independent due diligence and title verification in respect of the Said Land as also the compliance and/or non-compliance, if

any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Land, and further after inspecting, examining and perusing all the deeds pertaining inter alia to the freehold interest, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Said Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after satisfying himself/herself/themselves /itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement.

**L.** The Promoter may in future develop further phases on other plots of Land adjacent to said premises, and reserve the right to share common infrastructure i.e. driveway, common passage/pathway, drainages, sewerage network and any other common facility and amenity which may be attached /integrated to the infrastructure in the said Premises together with the infrastructure in the said Premises club and other amenities with such future phase/phases in terms of Rule 10 under the said act.

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

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

**O.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Third Party-Allottee hereby agrees to purchase the Apartment morefully mentioned in The **Schedule 'B'**.

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

**NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:-**

**TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the said Astdurga Construction Pvt. Ltd. as the Promoter as well the constituted Attorney of the Land Owners agree to sell and the Third Party-Allottee hereby agree/s to purchase, the Apartment morefully and particularly mentioned in the **Schedule 'B'**.

1.2 The Total Price payable for the Apartment is morefully mentioned in Part-I of the **Schedule 'C'**;

Block :	<u>Measuring Area:</u>
Apartment/Flat No.:	Carpet area..... Sq.ft.,
Type : Residential	Covered/Built-up area ..... Sq.ft.
Floor :	Super Built-up/Saleable area..... Sq.ft.
Consideration for the Undivided proportionate share of land under the <b>Schedule 'A'</b> .and for construction and completion of the said Flat under the Part-I of Schedule 'B':	Rs.
Consideration for the Covered/Mechanized/Open Car Parking Space under the Part-II of Schedule 'B':	Rs.
<b>Total Agreed Consideration for the Flat &amp; Car Parking Space:</b>	Rs.

**And Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee/s to the Promoter towards the Apartment/Flat.
  - (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Third Party-Allottee by way of G.S.T. and Cess or any other similar taxes levied till date, however, the same excludes any such amount which may be levied at a later date, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Flat to the Third Party-Allottee and the Project to the Association of Allottees with all others Allottees/Purchasers of the other units. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change / modification.
  - (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) 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 finished as per specifications morefully mentioned in **Schedule 'D'** includes recovery of price of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities, and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges and also some mandatory charges towards some necessary installations.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:
- 1.4 The allottee (s) shall make the payment as per the payment plan set out in Part-II of the Schedule 'C' ("Payment Plan").
- 1.5 It is agreed that the Promoter shall not make any major addition and alteration in the sanctioned plans, layout plans and specifications (for residential unit Purchasers) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and the Common Area for the Residential Unit Purchasers are described in **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Flat/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.
- 1.6 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the building is completed 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 Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment

- Plan as provided in Part-II of the Schedule 'C'. All these monetary adjustments shall be made at the same rate as agreed in Part-I of the Schedule 'C' of this Agreement.
- 1.7 Subject to para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Flat as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Flat;
  - (ii) The Allottee/s shall also have right to use the Common Areas to be transferred to the association of Allottee/s. Since the share interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the Association of Allottees after submission of "Application for Occupancy Certificate" to the competent authority for obtaining the Occupancy certificate and reciprocally the Association of Allottees shall duly accept the same to comply with their responsibility; Further, the right of the Allottee/s to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time: AND that the computation of the price of the Completed Apartment finished as per specification morefully mentioned in the Fifth Schedule, includes recovery of price of land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The price excludes Taxes and maintenance charges and the necessary Additional Mandatory Costs togetherwith necessary Deposits as mentioned herein this Agreement so payable by the Purchasers/Allottee
  - (iii) The Allottee/s has/have the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Flat, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- 1.8 It is made clear by the Promoter and the Allottee/s agree/s that the Apartment along with car parking space, if allotted 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 underneath the building and is not a part of any other project or zone and shall not form a part of any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.
- 1.9 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.10 Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances if any paid by the Allottee at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (described in Part -II of the Schedule 'C') as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards



any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:-**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable)] in favor of "ASTDURGA CONSTRUCTION PRIVATE LIMITED" the Promoter payable at Kolkata at its office.

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

- i) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulation made thereunder or any statutory amendments or modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii) The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Flat to the Allottee and the common areas to the Association of allottees subject to the same being formed.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Flat and accepted the floor plan, payment plan and the specification, amenities and facilities as mentioned in the Schedule which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Competent Authority and shall not have an option to make

any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT / FLAT:-**

**7.1** Schedule for possession of the said Apartment of Flat - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the **Apartment on December, 2026**.

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake and Pandemic situation or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 PROCEDURE FOR TAKING POSSESSION:** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **15 days** receiving the occupancy certificate of the Project.

**7.3 Failure of Allottee to take possession of Apartment/Flat-**Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.4 Possession by the Allottee –** After obtaining the occupancy certificate\* and handing over physical possession of all the [Apartment/Plot] to all the Allottees including the Allottee hereto, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: PROVIDED that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be refunded by the promoter to the allottee within 45 days of such cancellation;

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due; Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

The Promoter hereby represents and warrants to the Allottee (s) as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land and 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 Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land and the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building and Apartment and common areas till the date of handing over of the project to the association of allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the Association of Allottee(s) once the same being formed and Registered;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the date of submission of Application for completion certificate and physical possession of apartment or the building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees;
- (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 Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) That the property is not Waqf property.

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

**9.1** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee (s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

**9.2** In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the Allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

**9.3** The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid by the allottee by deducting the booking amount and the interest liabilities togetherwith amount paid towards GST and this Agreement shall thereupon stand terminated, subject to compliance of clause 35.10;

**10. CONVEYANCE OF THE SAID APARTMENT/FLAT:**

The Promoter, on receipt of Total Price of the Apartment as per **Schedule 'C'** as also the necessary Mandatory Charges and the necessary Deposits as payable under under the Agreement from the Allottee, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 1 (One) month from the date of application for the occupancy certificate and the completion certificate, as the case may be, to the Allottee;

However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges and other all incidental costs and expenses for such registration within the

period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges with all incidental costs and expenses thereof and the Allottee shall be bound by its obligations as morefully mentioned in clause 7.3 of this agreement; However the Allottee/Purchaser in such an event shall not be entitle to have possession of the Apartment until the registration is made in favour of the Allottee due to non-payment of stamp duty and registration charges with all incidental costs and expenses thereof.

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

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project.

**12. DEFECT LIABILITY:**

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

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

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

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

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all common areas and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Association of Allottees and/or Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

Use of Ground Floor and service areas: - The Ground Floor and service areas, if any, as located within the Project "MEENA AURUM PHASE-IIA", 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(s) shall not be permitted to use the services areas and the Ground /floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees so to be formed by Allottees for rendering maintenance services And running administration of the Premises.

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

16.1 Subject to Para 12 above, the Allottee (s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, or

- the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she/they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by the Association of Allottees for the time being in force. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
- The Allottee is entering into this Agreement for the allotment of a Apartment/Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment/Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/Flat at his/ her own cost.
- 18. ADDITIONAL CONSTRUCTIONS:**
- The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act; And in case of .additional structures if made by the Promoter all such structures should be regularized by the Promoter at it's own responsibility, cost and expenses from the Competent Authority.
- 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
- After the Promoter executes this Agreement, he/she/they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.
- 20. APARTMENT OWNERSHIP ACT:**
- The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment ownership Act 1972, The Promoter showing compliance of various laws/ regulations as applicable in said Act).
- 21. BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in

connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

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

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

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

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan Schedule 'C' including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercises of discretion by the Promoter in the case of one allottee shall not be construed to be precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

**26. SEVERABILITY:**

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

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

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in

Kolkata after the Agreement is duly executed by the Allottee and the Promoter OR simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar/ District Registrar/Registrar of Assurances at Kolkata.

**30. NOTICES:**

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

<p>In case of the Allottee:</p> <p>Name:</p>    <p>Address:</p>	<p>In case of the Promoter:</p> <p>Name: <b>ASTDURGA CONSTRUCTION PRIVATE LIMITED</b></p> <p>Address: AD-169, Salt Lake City, Sector-1, Kolkata 700 064.</p>
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**31. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the mailing address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

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

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

**34. MISCELLANEOUS:**

**It is further understood and agreed by and between the parties hereto that :**

**34.1** The Allottee(s) aware that the price of the Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee shall not claim, demand or dispute in regard thereto.

**34.2** After the payment of the total consideration and all others amount payable under this Agreement, the Allottee prior to execution of the Deed of Sale nominates his/her/their provisionally allotted apartment unto and in favor of any other person or persons in



- his/her/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges @ 3% (three per cent) of the total price to the Promoter.
- 34.3** The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in **Schedule 'D'** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.
- 34.4** In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.
- 34.5** In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.
- 34.6** In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.7** a) Promoter may also extend the Project in contiguous land in future wherein the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, club, gym, community hall and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee(s) shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Apartment has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed adjacent blocks/buildings of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In adjacent constructed areas made by the Promoter, it can be utilized in the manner the Promoter decides. The Allottee is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this project and in that case the Promoter may decide to provide for a passage way across this project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this project and their Association. The Promoter may extend the size of the project as presently envisaged by causing development of another Project/Phase on land contiguous to the present project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this project with shared infrastructure and common facilities which means that the facilities available in this project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended

Project and or in the earlier adjacent project shall be available for use by the Residents of these present blocks/buildings .

b) The Allottee (s) hereby agrees that the Promoter shall have full and absolute right without any interference to develop the other Phases of the Project on the adjacent land which may either be acquired by the Promoter or suitable arrangements with regard thereto may be entered into by the Promoter and the Allottee(s) shall not raise any objection in the event the Promoter herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Promoter and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added/additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the **Schedule 'A'** land and shall be adhered to by the Allottee(s) herein along with the other co-owners. It is agreed that after execution and registration and Deed of Conveyance and /or handing over possession of the Unit to the Allottee(s) the common amenities of the Project may be situated in any adjacent blocks/buildings in the Project and the nature of use of the said common amenities shall not remain confined to the flat/ unit owners of the Project and it is further clarified that Unit owners of other adjacent blocks/buildings of the Project shall also be entitled to use the common amenities and facilities in the project so as the Allottees herein and other unit Owners may use the facilities such as Club, Swimming Pool etc. erected by the Promoter in the adjacent constructed area in the large Complex Meena Aurum on such terms & conditions as the Promoter may formulate for use and occupation thereof.

c) All construction at "MEENA AURUM PHASE-IIA" irrespective of dwelling unit type and shall have common easement rights in entire common area of the large Complex Meena Aurum and all the Unit owners of the Blocks comprised in the entire large Complex shall have the right to use the approach road and other common areas and facilities Comprised the entire project, for which the Purchaser/s shall not raise any objection of whatsoever nature and it is agreed between the parties that notwithstanding that any particular phase of the Project being completed and the Unit owners of the said phase or part thereof having started to reside therein the right of the Promoter to complete the other phases by utilizing and using the common roads, pathways of the Project for the purpose of carrying men and materials and construction equipment notwithstanding the minor inconvenience that may be caused during the construction stage of various phases of the Project.

D) Prior to entering into this Agreement, it has been mutually understood and agreed by and between the Allottee/Purchasers and the promoter that beside the Agreed consideration, the Allottee/Purchasers shall pay to the Developer the charges for:

i) The promoter has launched a Club within the adjacent area of the larger Complex MEENA AURUM which is oriented by a Community Hall, Multi-GYM along with a Swimming Pool. The Allottee/ Purchaser/s shall be entitled to enjoy all such facilities by registering himself /herself as a member of the said Club upon payment of one time registration Fees of Rs.50,000/- beside annual membership fees of Rs. 3,000/- which is increasable time to time as shall be determined by the Promoter and or the Association for the time being in force. The Allottee undertake to abide by the Rules and Regulation as formulated by the Promoter/Developer as shall be or may be amended by the Developer and or the Association for the time being in force.

ii) Cost of obtaining and providing electricity connection payable by the Purchaser/s at the agreed rate of Rs.10,000/- (Rupees Ten Thousand) only and the cost for the individual meter and the load connection for the Unit/s/Flat/s/Car Parking Space/s.

- iii) Installation of main meter or transformer/electrical equipments costs, non-refundable deposits and others: Rs 60,000/- Before taking over the possession and non refundable.
  - iv) **Power Backup Charges:**  
For (2 Bed rooms - 400 Watts) Rs.45,000/-;  
For (3 Bed rooms - 600 Watts) Rs.50,000/-;
  - v) Legal Charges (Agreement for Sale): Rs10,000/-;
  - vi) Intercom connection (with Telephone base model): Rs.5,000/-;
- E) Prior to obtaining possession Allottee/ Purchaser shall have to deposit to the Developer the amounts on account of :
- i) A six months Security deposit to be paid in advance to the Developer on account of the Common Maintenance Cost payable by the Purchaser/s per month @ Rs. 2.50 per square feet w.e.f. the date of possession which shall be refunded by the Developer after hand over the project by developer to the "Owners' Association"/ "Syndicate"/ "Maintenance Committee" after adjusting there from all dues if there would be any on account of such purposes.
  - ii) A sum of Rs.10,000/- (Ten Thousand) only as and by way of Security Deposit towards the common maintenance charges which will bear no interest and will be adjusted to the credit of or refunded to the purchaser/s on the determination of the Agreement, if so by any reason whatsoever.
  - iii) Prior to obtain possession, pay and deposit a sum of Rs.10,000/- only to the Developer as a Security Deposit towards temporary consumption of electricity for his/her/their own flat from the Main Service connection and such deposit shall be refunded by the Developer to the Purchaser/s after installation of the individual meter in the name of the Purchaser/s by the WBSEDCL after adjusting there from all dues if there would be any on account of such purposes.
  - iv) The actual amount of Security Deposit and cost of installation charged by the WBSEDCL Authority is payable by the purchaser.

All such agreed costs mentioned in item nos. (D) to (E) above togetherwith GST/services taxes wherever are applicable shall be paid by the Purchaser/s to the Developer herein before possession.

**F) PURCHASER/S HERE BY COVENANTS WITH THE DEVELOPER/PROMOTER:**

On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:

- i) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
- ii) Permit the OWNER-VENDOR herein/Developer herein, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
- iii) Deposit the amounts for various purposes as required by the Owner-Vendor herein/ Developer herein/Maintenance Agency or the Association;
- iv) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
- v) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner and occupants of the Buildings;
- vi) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;

- vii) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise;
- viii) Use and enjoy the limited and specified Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
- ix) Sign and deliver to the Owner-Vendor herein/Developer herein all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit/Flat from the WBSEB whatever the case may be in the name of the Purchaser/s and until the same be obtained, the Owner-Vendor herein/Developer herein shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Purchaser/s herein an electric sub-meter in or for the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and the Purchaser/s herein shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s and Space/s;
- x) Bear and pay the common expenses and other outgoings in respect of the premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
- xi) Pay the municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Municipality;
- xii) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- xiii) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner the right to easements and/or quasi-easements;
- xiv) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
- xv) Observe and comply with such other covenants in respect of the common purposes as be deemed reasonable by the Owner-Vendor herein/ Developer herein and subsequently by the Association/Holding Organization for the time being in administration.
- xvi) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s;
- xvii) Not to install any additional window or any grill box or fix grill or ledge or cover or any other apparatus encroaching or infringing outside or the exterior part of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- xviii) Not to decorate the exterior of the Building/s otherwise than in the manner agreed by the Developer herein in writing or in the manner as near as may be in which it was previously decorated;
- xix) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas previously decorated;

- xx) Not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
  - xxi) Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
  - xxii) Not to claim any right over and/or in respect of the roof (except the right to use and enjoy the portion of the roof which is directly above the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s) or any open land at the premises or in any other open or covered areas of the Building/s and the premises reserved or intended to be reserved by the Developer herein for its own exclusive use and enjoyment and not meant to be a common area or portion and not obstruct any Development or further development or additional construction which may be made by the Developer herein or on any part thereof (except on that portion of the roof which is directly above the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s);
  - xxiii) Not to permit installation of any new window, door, opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Developer herein and/or the Association for the time being in administration;
  - xxiv) Not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser/s herein;
  - xxv) Not to let out or part with possession of the Car Parking Space/s/, if so agreed to be acquired by the Purchaser/s herein hereunder, independent of the said Unit/Flat and/or Space/s to use the same only for the purpose of parking of a medium size motor car.
  - xxvi) The Purchaser/s herein agrees, undertakes and covenants not to make or cause, any objection interruption interference hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Developer herein including any further constructions, additions or alterations that may be made from time to time.
  - xxvii) The Purchasers acknowledge at or before executing these presents that the Developer have made known to the Purchasers that the Developer shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said land under the **Schedule 'A'** hereto (hereinafter referred to and called as the additional area) and shall be entitled to provide all the facilities and/or utilities existing hereto (excluding the common facilities provided within the said building) to the residents and or owners/ occupiers of any new building and/or buildings which may be or shall be constructed and/or promoted on the said additional area including any access and/or for the purpose of ingress in and egress from and/or through the common passages, paths and or roads area provided hereto to the such new building and/or buildings which shall be or may be constructed and/or built and/or promoted on the additional area including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided within the said Housing Complex.
- 34.8** The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee(s) are linked inter-alia to the progress of construction, and the same is not a time linked plan.
- 34.9** The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or

interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

- 34.10** In the event of cancellation of allotment The balance amount of money paid by the Allottee (other than the booking amount and the interest liabilities along with Taxes paid by the Allottee as stated in Clause 9.3 sub clause (ii) and/or stamp duty and registration charges incurred by the Allottee) shall be refunded by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The Allottee shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- 34.11** If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 34.12** The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some other than standard fittings provided by the Promoter fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- 34.13** The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 34.14** The cost of maintenance will be paid/borne by the Allottee from the date of obtaining possession of the Apartment till handover of maintenance of the project to the association of Allottees and thereafter to the association of Allottees. The Allottee shall before taking possession of the apartment pay in advance six months monthly maintenance charges together with applicable GST and also Rs.10000/- as Security Deposit towards monthly maintenance charges which are mentioned herein this Agreement. However, Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder.
- Establishment and all other capital and operational expenses.
  - All charges and deposits for supplies of common utilities.
  - All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.

- Cost of operating the fire fighting equipments and personnel, if any.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- Costs and Expenses for running administration of the premises.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, Firefighting equipment, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment/unit of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable if to the agency, appointed for the looking after the maintenance services including all the statutory taxes.
- That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

**34.15** It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

**34.16** That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project "MEENA AURUM PHASE-IIA" and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity,

any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

- 34.17** After taking possession of the subject unit the purchaser/s herein however shall not be entitle to fix any dish antenna on the roof and or anywhere of the building or in the premises save and except on the balcony of his/her/their flat.
- 34.18** That on and from the date of possession of the said Residential Apartment/unit, the Allottee shall:
- a. Co-operate in the management and maintenance of the said project “MEENA AURUM PHASE-IIA”.
  - b. Observe, comply and abide by the rules framed time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
  - c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
  - d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 6% p.a. on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the “Said Project” and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
    - i) to discontinue the supply of electricity to the “Said Unit”.
    - ii) to disconnect the water supply.
    - iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
    - iv) to discontinue the facility of DG Power back-up.
    - v) to discontinue the usage of all amenities and facilities provided in the said project “MEENA AURUM PHASE-IIA” to the Allottee and his/her /their family members/guests.
  - e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.
  - f. Use the said Apartment/unit for residential purpose only.
  - g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
  - h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
  - i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s
  - j. Not to place or cause to be placed any article or object in the common area.
  - k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
  - l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
  - m. Not to make any addition, alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.



- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.
- o. Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.
- p. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the "Said Apartment" which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.
- q. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- r. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns a Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- t. Not to encumber the said Apartment / Unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment / unit in favour of the Allottee.
- u. Use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment Owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project "MEENA AURUM PHASE-IIA" for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.
- v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association for the time being in force

with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.

- w. To ensure that all interior work of furniture, fixtures and furnishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

**THE SCHEDULE 'A' ABOVE REFERRED TO:**

**(THE SAID LAND OWNED BY THE PARTIES IN FIRST PART HEREIN)**

**ALL THAT PIECE OR PARCEL OF AN 'AMALGAMATED PROPERTY'** consisting of the Plots of Land admeasuring a total Land area about **15 Cottahs 07 Chitacks, 05 Sq.ft.**, be the same a little more or less out of which **02 Cottahs** comprised in part of **R.S/L.R Dag No. 590 under present L.R Khatian Nos. 1326, 05 Cottahs 03 Chitacks** comprised in part of **R.S/L.R Dag No. 591 under present L.R Khatian Nos. 3121 & 3119, 03 Cottahs 05 Chhitacks** comprised in part of **R.S/L.R Dag No. 595 under present L.R Khatian Nos. 2859, 02 Cottahs 15 Chhitacks 22 Sq.ft.** comprised in part of **R.S/L.R Dag No. 601 under present L.R Khatian Nos. 2923 & 3267 and 01 Cottah 15 Chhitacks 28 Sq.ft.** comprised in part of **R.S/L.R Dag No. 620 under present L.R Khatian Nos. 3113 & 3205**, togetherwith rights of ingress and egress through common passages abutting the "Said Land" and all the rights, properties, benefits, easements and appurtenances in connection thereto, lying and situates at **Mouza: Sulanguri, J.L. No. 22**, R.S. No. 196, Touji No.178, Police Station: Rajarhat at present New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas. The Said Land butted and bounded by:

ON THE NORTH : By part of R.S./L.R. Dag Nos. 601, 620 10' wide  
kuncha common passage;

ON THE SOUTH : By 10' wide kuncha common passage;

ON THE EAST : By land in R.S./L.R. Dag No. 594;

ON THE WEST : By land in R.S./L.R. Dag No. 619;

**SHORT DESCRIPTION OF TITLE DOCUMENTS OF THE SAID LAND UNDER ABOVE:**

Sl. Nos	Name of the Owners	Name of the Sellers	Deed Nos.	Mouza	Dag No. L.R.	Area of land (K-Ch-Sq.ft.)
1	Cardinal Projects LLP	Tanmoy Das	10679/16	Sulanguri	519	02-00-00
2	Ganeshdham Projects LLP	Keya Roy	01076/21	Sulanguri	620	00-03-06
3	Ganeshdham Projects LLP	Keya Roy	01077/21	Sulanguri	601	00-10-00
4	Legacy Township LLP	Lalbihari Kumar	11659/19	Sulanguri	601	02-05-22
5	Trilok Vinimoy Pvt. Ltd.	Krishna Khan	11011/19	Sulanguri	595	03-05-00
6	Sanjay Gupta	Rekha Rani Biswas	08597/20	Sulanguri	620	01-12-22
7	Banu Das	Narayan Chandra Halder	04554/08	Sulanguri	590	02-00-00
8	Champa Devi Shaw	Prasanta Bhuiya	09331/09	Sulanguri	591	03-03-00
Total Land under Development & Construction of the Project						15-07-05

**THE SCHEDULE 'B' ABOVE REFERRED TO:**

**PART-I**  
**'SAID UNIT/FLAT'**

ALL THAT a self-contained Residential Flat being **Flat No.** ..... on the.....**floor**, measuring a **Carpet Area of** ..... **Sq. Ft.**, Covered/Built-up, built up area about ..... **sq. ft.** and salable or super built up area (as defined above) of .....**sq. ft.** more or less consisting of ..... (**.....**) Bed Rooms, 1 (one Living-cum-Dining space, 1 (One ) Kitchen, 2 (two) Toilet/s, 1 (one) Verandah in the **Block – '.....'** Building with undivided proportionate share of land underneath written in the Schedule 'A' hereinabove and common easement rights in specified common areas and facilities described in the SCHEDULE 'E' hereunder and in the said Residential-cum-Commercial Building and also in the said Housing Complex named "**MEENA AURUM PHASE-IIA**". The layout of the Said Apartment/Flat is specified and delineated in red Border in a Plan annexed hereto forming part of this Agreement;

**PART II**  
**SAID CAR PARKING SPACE**

ALL THAT **Car Parking Space No.:** ..... , in the **Block – '.....'** Building, measuring salable or super built up area **135 sq. ft.** little more or less for right to park one medium size motor car hereby agreed to be purchased by the Purchaser/s for use and enjoyment in common manners within Covered Common Car Parking Zone on the Ground floor/within Open Car Parking Zone and in any portion therein as shall be specified and be allotted by the Developer at its sole discretion within the said Housing Project namely '**MEENA AURUM PHASE-IIA**'.

**THE SCHEDULE 'C' ABOVE REFERRED TO:**

**PART I**

**AGREED CONSIDERATION:**

Consideration for the Undivided proportionate share of land under the Schedule 'A' and for construction and completion of the said Flat under the Schedule 'B':

Rs. \_\_\_\_\_

Consideration for the said Car Parking Space under the Schedule 'B':

Rs. \_\_\_\_\_

**Total Agreed Consideration for the Flat & Car parking Space:**  
(GST Extra)

Rs. \_\_\_\_\_

**(Rupees**.....)

.....) only and payable as per payment schedule hereunder.

**PART II**  
**PAYMENT SCHEDULE**

The Agreed Consideration mentioned in **PART-I** above is to be paid to the Developer and the Owners-Vendors through the Developer herein in the following manner:

- |  |                               |
|--|-------------------------------|
| 1. At the time of booking  | Rs.1,00,000/- + GST           |
| 2. Within 20-30 on execution of Agreement for sale (After deduction of booking amount) | 20 % of the total price + GST |
| 3. Within 50 - 60 days of booking  | 10 % of the total price + GST |
| 4. At the time of ground floor roof casting  | 10 % of the total price + GST |
| 5. At the time of 1st floor roof casting   | 10 % of the total price + GST |
| 6. At the time of 2nd floor roof casting   | 10 % of the total price + GST |
| 7. At the time of 3rd floor roof casting   | 10 % of the total price + GST |
| 8. At the time of 4th floor roof casting   | 10 % of the total price + GST |
| 9. At the time of Brick Wall & Plaster   | 15 % of the total price + GST |
| 10. Balance before Possession of Flat  | 05 % of the total price + GST |

**THE SCHEDULE 'D' ABOVE REFERRED TO:**  
**(SPECIFICATIONS, AMENITIES, FACILITIES FOR RESIDENTIAL UNIT PURCHASERS)**

**1. DOOR & WINDOW:**

All doorframes (size 4"x 2 ½" ) would be made of Sal/Hard wood, doors shutter would be flush doors made of commercial ply (Brahmaputtra ply or similar brand), all doors thickness 32 mm fitted with cylindrical locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour aluminium sliding (two tracks) transparent plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI or similar brand).

**2. FLOORING:**

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

**3. SANITARY & PLUMBING:**

Standard Toilet would be provided with C.P. Shower, one EWC white commode (Parryware or other similar brand) with P.V.C. cistern (Reliance Co.). All taps & C.P. fittings of Essco or similar brand (base model). There would be concealed line and geyser line in bathrooms. There would be one basin in common toilet (18"x12") Parryware or other similar brand) in each flat.

**4. KITCHEN:**

Black Granite counter top, Stainless steel sink (17" x 20"), glazed wall tiles up to 2 ft above black granite counter.

**5. ELECTRICAL WORKS:**

a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)

b. Each flat will be provided with the following electrical points:

(All switches modular type, Mylinc of legrand or other similar brand)

- |      |                 |   |
|------|-----------------|---|
| i)   | Bed room (each) | 2 Light points<br>1 Fan point<br>1 Plug point (5 Amp.)  |
| ii)  | Dining/Drawing  | 2 Light points<br>1 Fan points<br>1 Plug points (15 Amp.)<br>1 TV Power point<br>1 Cable Point without Wire<br>1 phone Point without Wire |
| iii) | Kitchen         | 1 Light point<br>1 Exhaust Fan Point<br>1 Plug point (15 Amp.)  |
| iv)  | Toilet          | 1 Light point<br>1 Exhaust Fan Point<br>1 Plug point (15 Amp.) for Geyser   |
| v)   | Verandah        | 1 Light point   |
| vi)  | Entrance        | 1 Door Bell point   |

**6. WATER** : Overhead water tank is to be constructed for supply of water (24 hours).

**7. PAINTING** : Plaster of Paris inside walls.

**8. OUTSIDE PAINTING** : Snowcem 2 coats painting.

**9. RAILING OF STAIR CASE** : Railing of iron.

**10. STAIR CASE PAINTING** : Plaster of Paris.

**11. LIFT** : One MCD (Manual Collapsible Door) lift in each Block.

**THE SCHEDULE 'E' ABOVE REFERRED TO:**  
**(COMMON PORTIONS, AMENITIES & FACILITIES)**

**SECTION A:**

1. The land measuring **15 Cottahs 07 Chitacks, 05 Sq.ft.** be the same a little more or less on which the buildings known as '**MEENA AURUM PHASE-IIA**' and all easements and quasi-easement rights and appurtenances belonging thereto save and except the portion of the open space enmarked and reserved by the Developer herein for providing open car parking spaces to such purchaser/s intending to purchase the same.
2. Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
3. Main gate of the said premises and common passages from main road to the Complex and leading to the staircase & lift of the ground floor of the said Building/Block for ingress and egress.
4. Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
5. Limited rights of the ultimate roof for the purpose of; overhead tank, smooth outlet of rain water, etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the building.
6. Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.
7. 24 hours supply of water by pump and motor from submersible deep tube-well through overhead tank on the roof attached with an iron-remover to the respective units/flats.
8. Common Staircases lift, landing with fire-extinguishers, lobbies etc.
9. Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
10. Common electric meter boxes.
11. Open space surrounding the said building at the said premises (save and except the portions of open spaces en-marked and reserved by the Developers and or its respective nominee/s for open space car parking.
- 12) Club with multi-gym facilities and Community Hall subject to obtaining membership upon payment for the purpose thereof as agreed hereto.
- 13) Common toilets in the Ground Floor.
- 14) Security Guard Room/Outpost.
- 15) All other part of the said building necessary for its existence maintenance and safety for normally in common use of the Purchasers with the Landowners/Vendors herein and the Developer herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchasers' covenants portion hereinabove.

**SECTION B:**

**(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE PURCHASER/S)**

1. Stand-by diesel generator set of reputed make of requisite capacity for enlighting the common area, for operation pump and for supply of power in the said Unit/s to the extent of quantum required and/or in the other Units during power failure and generator room, if any, in the ground floor of the building.
2. Transformer for the complex including the space for the transformer.
3. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

**IN WITNESS WHEREOF** the parties hereto have hereunto executed these presents on the day, month and year first above written.

**SIGNED AND DELIVERED**  
by the **OWNERS-VENDORS** at Kolkata  
in the presence of:

**WITNESSES:**

1.

2.

---

**OWNERS/VENDORS**

**SIGNED AND DELIVERED**  
by the **PURCHASER/S** at Kolkata  
in the presence of  
**WITNESSES:**

1.

2.

---

**PURCHASER/S**

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

1.

2.

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**DEVELOPER**

RECEIVED of and from the within-mentioned PURCHASER/S the within-mentioned sum  
 Rs.....(Rupees.....  
 .....) only in terms of this agreement as part/full payment as par memo below:

**MEMO OF CONSIDERATION**

Ch.No.	Date	M/Receipt No.	A/c Head	Amount	SGST	CGST
TOTAL Rs.						

(Rupees.....  
 .....) only.

WITNESSES:

1.

2.

\_\_\_\_\_  
 LANDOWNERS

1.

2.

\_\_\_\_\_  
 DEVELOPER

**Annexure:**

**Floor Plan of the Apartment/Flat .**

DRAFT