

AGREEMENT FOR SALE**Date:****Place:** Kolkata**Parties:****- BETWEEN -**

(1) SRI RANJIT KUMAR ADDYA (PAN ATDPA8088A), Mobile: 91636 36237, son of Late Shyama Charan Addya, by faith-Hindu, by Occupation – Service, by nationality-Indian, **(2) SMT. SANDHYA RANI SEAL (PAN FPJPS1657N)**, (MOBILE 98002 56055) wife of Late Rai Charan Seal, by Occupation – Housewife, residing at Post Office & Village –Gram Kuiltly, District – Burdwan, West Bengal, **(3) SMT. ANIMA DEY (PAN CXEPD6189E)**, (MOBILE 97342 36515) wife of Tulsi Charan Dey, by Occupation – Housewife, residing at Sreeram Park, Swapna Market, Durgapur, **(4) SRI AMIT KUMAR ADDYA (PAN ATKPA0161B)**, Mobile: 90077 67577, by Occupation – Business, son of Late of Jugal Kishore Addya, both by faith – Hindu, both are residing at 46, R.K. Chatterjee Road, Kolkata – 700 042, **(5) SMT. ALPANA DUTTA (PAN CUAPD4439G)**, (MOBILE 91634 85611) wife of Anil Kumar Dutta, by Occupation – Housewife, residing at Matribagan, Post – Sonarpur, Kolkata – 700 084, **(6) SMT. KALPANA DUTTA (PAN CTFPD6838R)**, (MOBILE 90511 12365) wife of Sripati Nath Dutta, by Occupation – Housewife, residing at 5/1A, Abdul Hatim Lane, Kolkata – 700 016 and **(7) SMT. ARPANA ADDYA (PAN BJQPA7931N)**,(MOBILE 70594 88014) daughter of Late Jugal Kishore Addya, by Occupation - spinster, residing at 45, Raj Krishna Chatterjee Road, Police Station – Kasba, Kolkata – 700 042, all by faith – Hindu,,

(Owner, includes successor-in-interest and assigns)**And**

M/S MAJOR AVENUE PROJECTS PVT. LTD. (PAN AAICM7250M) having its registered office at 284/2, N.S.C. Bose Road, 2nd floor, P.S. Netaji Nagar, P.O. – Naktala, Kolkata- 700047, represented by its Directors and authorized signatories **1. Mr. Tushar Kanti Das (PAN NO. ADSPD7485M)**, (MOBILE 98300 72235), son of Late. Premananda Das, by Occupation – Business, residing at 284/2, N.S.C. Bose Road, Ground Floor, P.S. Netaji Nagar, P.O. – Naktala, Kolkata- 700047 and **2. Mr. Roshan Burman (PAN NO.AZLPB3537D)**, (MOBILE NO. 9748067760), son of Mr. Anu Burman by Occupation – Business, residing at 30, New Road, P.S. Alipore, P.O. – Alipore, Kolkata- 700027.

(Promoter ,includes successors-in-interest)**And**

1. **Mr/Ms/Mrs** _____, son/wife/daughter of _____, by Nationality Indian, by Occupation – _____, residing at _____, Post Office - _____, Police Station – _____, Pin– _____, District– _____, State– _____.
[**PAN** _____, **Aadhaar** **No** _____, **Mobile #** _____]
2. **Mr/Ms/Mrs** _____, son/wife/daughter of _____, by Nationality Indian, by Occupation – _____, residing at _____, Post Office - _____, Police Station – _____, Pin– _____, District– _____, State– _____.
[**PAN** _____, **Aadhaar** **No** _____, **Mobile #** _____]

(collectively Allottee, individually and collectively Allottee, includes successors- in-interest)Owners, Promoter and Allottee collectively **Parties** and individually **Party**.

DEFINITIONS:

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

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- c) "**Regulations**" means the Regulations made under the West Bengal Real Estate (Regulation and Development) Act, 2016
- d) "**Section**" means a Section of the Act.

WHEREAS:

- A. The Owners are the absolute and lawful owners of land **ALL THAT** piece and parcel of land containing by estimation an area of 12 Cottahs 13 Chittacks and 19 Sq.Ft. of land including a portion of a Tank as per physical measurement comes to **13 Cottahs 5 Chittacks and 39 Sq.Ft.** and Tank area 02 Cottahs 12 Chittacks and 42 Sq. Ft. more or less, **together with the Under Construction Building** situate lying at and comprised in **C.S. Dag Nos. 690 (part) and 691 (part)**, under **Khatian No. 1127**, J.L. No. 13, Touzi No. 140, **Mouza – Kasba**, being within **Municipal Premises Nos. 45, 46 and 48, Raj Krishna Chatterjee Road, Police Station – Kasba, Kolkata – 700 042** within the limits of **The Kolkata Municipal Corporation, Ward No. 67**, Sub Registry Office at Sealdah in the **District of 24 Parganas (South) (Said Property)**.
- B. The Owners entered into a Agreement for Development dated **17th August 2018 recorded in Book No I, Volume No 1603-2018, Pages from 106781 106837 being No 160303417 for the year 2018 before the District Sub Registrar – III , South 24 Parganas** and appointed the Developer as the constituted attorney to act on their behalf and the Power of Attorney was duly registered **on 17th August 2018 recorded in Book No I, Volume No 1603-2018, Pages from 160955 to 106990 being No 160303421 for the year 2018 before the District Sub Registrar – III, South 24 Parganas** under the certain terms and conditions as contained in the said Agreement empowering inter alia to sign and execute different Agreements for Sale, Deed of Conveyance/s in respect of different units to the intending purchaser and/or purchaser/s thereof on their behalf. (**Development Agreement and Power of Attorney**) for development of residential project on the Said Property.
- C. With intention to develop and construct the Said Complex, the Promoter has got the approval of building plans from the Kolkata Municipal Corporation, vide memo no., dated for construction of the Said Project (**Sanctioned Plan**), which includes all sanctioned/ permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time.
- D. The Owners and the Promoter with an intention and for the purpose of development of a standalone G+..... (Ground plus) storied partly residential partly commercial project upon the Said Property fully described in **Part – I** of the **1st Schedule** hereunder, comprising residential apartments, open/covered garage and common areas intended to be constructed in the complex, named as "**XXX**". (**Project**).
- E. The particulars of the title of the Owners to the Project Land are fully described in **Part – II** of the **1st Schedule** hereto (**Devolution of Title**).
- F. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners regarding the Project.
- G. The Promoter have duly intimated the Competent Authority about commencement of construction of the Project vide its letter dated
- H. The Promoter has registered the Project under the provisions of the Act with West Bengal Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____.

- I. The Allottee has applied for allotment of an Apartment in the Project vide Application No. _____ dated _____ and has been allotted Unit No. _____ having carpet area of _____ square feet and built-up area of (_____) square feet, more or less, on the floor (**Unit**) along with the right to () open parking space at the ground level/covered garage in the ground floor of Building (**Garage**), as permissible under applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the Apartment more particularly described in **Part – I** of the **2nd Schedule** and the floor plan is annexed hereto), morefully mentioned in **Part – I** of the **2nd Schedule** hereto to be developed in accordance with the Specifications as mentioned in **Part – II** of the **2nd Schedule** hereto together with the right to enjoy the Common Areas, Amenities and Facilities of the whole Project as and when they are constructed or made ready and fit for use(**Project Common Areas, Amenities and Facilities**, morefully mentioned in **4th Schedule** hereto).
- J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- L. 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.
- M. 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 Allottee hereby agrees to purchase the said Apartment and the garage (if applicable) as specified in para **J**.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment.

The Total Price for the Unit based on the Carpet Area is Rs. _____/- (Rupees _____) only. The

Total Price is inclusive of the Other Charges but exclusive of applicable Goods and Service Tax (GST). The breakup of the Total Price is given below:

SI No.	Description	Rate per Square Feet (Rupees)	Amount (Rupees)
A	Apartment Price:		
	a)Cost of Unit (in Carpet Area)		Rs. _____/-
	b)Cost of exclusive balcony or verandah (in Carpet Area)		Rs. _____/-
	c)Covered Garage/Open Parking Space		Rs. _____/-
	Sub –Total	Rs. _____/-	
B	Other Charges:		
	a)Stand-by power supply to the Said Unit from diesel generators, per1(one)KVA.		Rs. _____/-

b)Security deposit and all other charges of the supply agency for providing Transformer or Mother Meter	Rs. _____/-
To the Building	
c)The Promoter shall provide Intercom facility in the Said Unit, the Allottee shall be liable to give an installation charge.	Rs. _____/-
f)Interest Free advance for proportionate share of the common expenses/maintenance charges for 12 months @ Rs./- per square feet on Unit.	Rs. _____/-
g)Interest Free Sinking Fund @ Rs......./-per sq.ft. on Unit	Rs. _____/-
h)Association Formation Charge.	Rs. _____/-
i)Legal/Documentation charges, excluding stamp duty and registration fees, registration/commission fees and misc .expenses, which shall be paid extra by the Allottee at the time of registration.	Rs. _____/-
Sub –Total	Rs. _____/-
Total Price (A+B)	
Rs. _____/-	
<i>Plus Applicable GST(Goods and Service Tax)</i>	

In addition to the aforesaid Total Price, the following charges shall be paid at actual /or as mentioned by the Promoter as per payment schedule:

- (a) Cost of individual Electricity Meter for the unit;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;

Notes:

- (i) Interest free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actual at the time of possession.
- (ii) The abovementioned advance common area maintenance and sinking fund shall be received by the Promoter on behalf of the Association/Facility Management Company and transferred by the Promoter to the association of the apartment owners upon its formation subject to the provisions of Clause 12 hereunder.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) In addition to the Total Price the Allottee shall also pay the taxes (consisting of tax paid or payable by way of GST and all levies, duties and cess or any other indirect taxes which may be levied for the Project and/or with respect to the Said Apartment as per Law) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottee or the Competent Authority, as the case may be, after obtaining completion certificate of the Project.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated

in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of said Apartment includes recovery of price of land, cost of construction of [not only the said Apartment but also] the Project Common Areas, internal development charges, taxes, cost of providing electrical wiring, electrical connectivity to the said Unit, lift, water line and plumbing, floor/wall tiles, doors, windows in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.1 above and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose details of the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

The Allottee shall make the payment as per the payment plan set out in the **3rd Schedule** hereto (**Payment Plan**).

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the said Apartment or building, as the case may be without the previous written consent of the Allottee as per provisions of the Act.

Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provision of the Act.

The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

The Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the said Apartment 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 the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the said Unit, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **3rd Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause no. 1.1 of this Agreement.

Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the said Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Project. Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants/Allottee of the Project, 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 Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) The computation of the price of the Said Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project but excludes Taxes and maintenance charges.
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/their apartment, as the case may be, however with prior intimation to and permission from the Promoter.

It is made clear by the Promoter and the Allottee agrees that the Unit alongwith the garage (as specified in para J) 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 Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of all the Allottee. It is clarified that all the Common Areas, Amenities and Facilities of the Project shall be available only for use and enjoyment of the Allottee of the said Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, Panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions (if any), which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person

The Allottee has paid a sum of **Rs.** _____ /-(Rupees _____ only) Plus applicable GST (**Booking Amount**) as booking amount being part payment towards the Total Price of the said Apartment 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 said Apartment as prescribed in the Payment Plan 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 as prescribed in the rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e- mail by the Promoter, within the stipulated time as mentioned in the Payment Plan in the **3rd Schedule** hereunder or otherwise, through account payee cheques/demand drafts/ banker's cheques or online payment (as applicable) in favour of „.....“ payable at Kolkata or in the manner mentioned in the demand/email.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided shall be in terms of or in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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 regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME ESSENCE:

The Promoter shall abide by the time schedule for completing the Project, as disclosed at the time of registration of Project with the Authority and towards handing over the said Apartment to the Allottee and the Project Common Areas, Amenities and Facilities shall be completed only upon completion of the Project by the Promoter before handing over of the Project to the Association of the Allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen and accepted the proposed lay out plan of the Apartment and also the floor plan, payment plan and the specifications, amenities and facilities of the said Apartment/Project as mentioned in the **SCHEDULES** hereto 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 such authorities and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of the Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place within (**POSSESSION DATE**) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of 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 extension of time for delivery of possession of the Apartment.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within 2 (two) months from the date of issue of the said Notice Of Possession (**POSSESSION NOTICE**). Provided that the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **3rd Schedule** hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & misc. expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee, as the case may be after the issuance of the completion certificate for the Project. The Promoter shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

Failure of Allottee to take possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (**Deemed Possession**).

Possession by the Allottee – After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended upto date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Allottee formed in the manner provided in the said Act.

Cancellation by Allottee - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entire booking amount (**Cancellation Charge**), paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest/taxes within 45 days of such cancellation.

Such refund shall be made without any taxes, interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to

give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified or 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/it 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 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 said Unit, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter and/or Owners hereby represent and warrant to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the said property and the requisite rights to carry out development upon the said property and absolute, actual, physical and legal possession of the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Phase of the Project.
- (iii) There are no encumbrances upon the said Land, and/or the Project
- (iv) It is also made known to the Allottee that the Promoter has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Said Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances.
- (v) There are no litigation pending before any court of law or authority with respect to the said Land/Project or the Apartment.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project 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, Project Land, buildings and apartment and the Common Areas.
- (vii) 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 created herein, may be prejudicially affected.
- (viii) The Promoter has not entered into any additional agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property/Apartment, which will, in any manner, affect the rights of Allottee under this Agreement.
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (x) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Unit to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of Allottee or the competent authority, as the

case may be, after the completion of the Project.

- (xi) The said Apartment 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 Apartment.
- (xii) 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 completion certificate of the said Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Project Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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 said Unit to the Allottee within the time period specified in para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For the purpose of this para, „ready to move in possession“ shall mean that the said Unit 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 Promoters 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.

In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest, or;
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter, under any head whatsoever towards the purchase of the Apartment, along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum within 45 (forty-five) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid by the Promoter, interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment plan annexed hereto, despite having been issued notice in that regard that Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

In case the Allottee fails to make payment of demands as and when raised by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee.

- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond 2 (two) months after notice from the Promoter in this regard, the Promoter may cancel the Allotment of the Apartment in favor of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and/or taxes and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoter shall intimate to the Allottee about such termination at least 30 (thirty) days prior to such termination.

Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under Clause 9.3 (i) above continues for a period beyond 2 (two) consecutive months, even after several reminders from the side of the Promoter for rectification of default, in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favor of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the booking amount out of the Total Price and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. PROVIDED HOWEVER that the Promoter at least 30 days prior to such cancellation shall issue a Notice for Cancellation (**Cancellation Notice**) intimating the Allottee about its decision to cancel the allotment.

- (iii) On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Property or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties. For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of and refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.1 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with right to use the Project Common Areas, Amenities and Facilities within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottee upon the issuance of the completion certificate or such other certificate by whatever name called issued

by the competent authority of the Project.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the Association of Allottee, as the case may be.

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 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 13.3 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hairline cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- (v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- (vi) If the materials and fittings and fixtures provided by the Promoter are not being Maintained by the Allottee or his/her agents in the manner in which same is Required to be maintained.
- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or o the reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- (viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter

shall be relieved of its obligations contained in clause 14 hereinabove.

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

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking

spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to transformer, DG set, water tanks, pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottee formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT

Subject to Clause 13.2 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Project, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Project is not in any way damaged or jeopardized.

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

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

17. COMPLIANCE OF LAWS, NOTIFICATION SETC BY PARTIES:

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

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he 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 who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee 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, as the case may be.

23. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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:

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 [3rd Schedule] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its Director at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 45 (forty five) days 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 Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address

subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEE:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

[Inserted others Terms and Conditions as per the contractual understanding between the Parties and in conformity with the Terms and Conditions set out above and/or the Act and Rules and Regulations made thereunder, are inserted

hereunder.]

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

- a) In case the Allottee fails to make payment of demands as and when raised by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest on all unpaid amounts from the date the amount is payable by the Allottee.
- b) Without prejudice to the right of the Promoter to charge interest as per Clause 34.1(a) above, in case of default by the Allottee under Clause 34.1
 - (a) above continues for a period beyond 1 (one) month, even after several reminders from the side of the Promoter for rectification of default, in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favor of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the booking amount out of the Total Price and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. PROVIDED HOWEVER that the Promoter at least 30 (thirty) days prior to such cancellation shall issue a Notice for Cancellation (**Cancellation Notice**) intimating the Allottee about its decision to cancel the allotment.
- c) On and from the date of refund of the amount as mentioned in Clauses 34.1
 - (a) and (b) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the Apartment, the Project and/or the Said Property or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties. For the avoidance of doubt, it is

hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of and refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

Defect liability of the Promoter and when the Promoter is not liable to correct the defect (if any found): In addition to Clause 13 above, 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 5 (five) years by the Allottee from the date of handing over possession, save those as mentioned in clause 33.5 sub-clause (a) below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

(i) In addition to Clause 13 above, it is to be understood that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the said Unit and/or the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- If the Allottee after taking actual physical possession of the said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Unit by making any changes in the said Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the said Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or Manufacture thereof.
- If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter

the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Unit and/or the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in Clauses 13, 34.2 and its sub-clauses hereinabove.

- (ii) The Promoter/maintenance agency/Association of Allottee shall have the right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter / Association of Allottee and/or maintenance agency to enter into the said Unit and/or the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

Covenants of The Allottee: The Allottee covenants with the Promoter (which expression includes the body of unit/apartment holders of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

- (i) Allottee Aware of and Satisfied with Common Portions and Specifications: The Allottee, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Building to the extent already constructed and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Building **save and except** the Apartment.
- (ii) Allottee to Mutate and Pay Rates & Taxes: The Allottee shall **(1)** pay the Rates & Taxes (proportionately for the Building and wholly for the Apartment, from the Date Of Possession and until the Apartment is separately assessed in the name of the Allottee), on the basis of the bills to be raised by the Promoter or the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and **(2)** have mutation completed at the earliest. The Allottee further admit and accept that the Allottee shall not claim any deduction or abatement in the bills of the Promoter or the Association (upon formation). If the Allottee delay in paying the Rates & Taxes, the Allottee shall pay compound interest @ 2% (two percent) per month or part thereof (compoundable monthly), from the date of default till the date of payment.
- (iii) Allottee to Pay for Common Expenses/Maintenance Charges: Subject to the provisions of Clause 1.2 above, the Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter or the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admit and accept that **(1)** the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and **(2)** the Common Expenses/ Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter or the Association (upon formation).
- (iv) Allottee to Pay Interest for Delay and/or Default: The Allottee shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Association, within 7 (seven) days of presentation thereof, failing which the Allottee shall pay compound interest @2% (two percent) per month or part thereof (compoundable monthly) from the date of default till the date of payment, to the Association. The Allottee also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services to the Allottee shall be discontinued and the Allottee shall be disallowed from using the Common Portions.
- (v) Promoter Charge/Lien: The Promoter shall have first charge and/or lien over the Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the Said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
- (vi) No Obstruction by Allottee to Further Construction: The Promoter shall be entitled to construct further floors on and above the top roof of the Building and the Allottee shall not obstruct or object to the same. The Allottee also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
- (vii) No Obstruction by Allottee for Addition of Plots in the Said Property: The Promoter shall be entitled

to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property and amalgamate the same with the Said Property and construct additional building/buildings therein and the Allottee shall not obstruct or object to the same in any manner whatsoever with regard thereto.

- (viii) No Right of or Obstruction by Allottee: All open areas in the Said Property proposed to be used for Independent Parking Spaces do not form part of the Common Portions within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.
- (ix) Variable Nature of Land Share and Share In Common Portions: The Allottee fully comprehend and accept that **(1)** the Land Share and the Share In Common Portions is a notional proportion that the Apartment bears to the currently proposed area of the Building**(2)** if the area of the Building is increased/recomputed by the Promoter, the Allottee shall not question any variation (including diminution) of the Land Share and the Share In Common Portions **(3)** the Allottee shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and**(4)**the Land Share and the Share In Common Portions are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
- (x) Allottee to Participate in Formation of Association: In addition to Clause 12 and its sub-clauses above, the Allottee admits and accepts that the Allottee and other Intending Allottee of Units/Apartments in the Building shall form the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/ Maintenance Deposit paid by the Allottee (after adjustment of all amounts then remaining due and payable) shall be transferred by the Promoter to the Association. The deposits shall thereafter be held by the Association in the account of the Allottee. The Association shall look after the maintenance of the Common Portions of the Building and the Said Property.
- (xi) Parking Allotment: Parking spaces will be demarcated by the Promoter, in the ground floor of the Complex and/or in the ground level of the Complex. These parking spaces will be allotted to the Allottee only after a lottery has been conducted by the Promoter for the same. The said lottery will be conducted by the Promoter at an appropriate time. Independent/Dependent Parking Spaces allotted after the lottery will be final and binding. The Allottee shall have no right to approach the Promoter for a different Independent/Dependent Parking Space, after the lottery.
- "Independent Parking Space/s" means open and/or covered parking spaces with unrestricted ingress or egress for vehicles;
 - "Dependent Parking Space/s" means covered and/or open parking spaces, ingress or egress for vehicles dependent on adjacent Parking Space;

Obligations of the Allottee: On and from the Date of Possession, the Allottee shall:

- Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Building and the Said Property by the Association.
- Observing Rules: observe the rules framed from time to time by the Promoter/Association for the beneficial common enjoyment of the Building and the Said Property.
- Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the said Unit and/or the Apartment and the Common Portions.
- Meter and Cabling: be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Allottee or to the other Intending Allottee. The main electric meter shall be installed only at the common meter space in the Said Property. The Allottee shall under no circumstances be entitled to affix, draw or string

wires, cables or pipes from, to or through any part or portion of the Building, the Said Property and outside walls of the Building save in the manner indicated by the Promoter or the Association (upon formation).

- Residential Use: use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service unit/apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Unit, without the permission in writing of the Promoter or the Association (upon formation). In the event the Allottee makes the said alterations/changes, the Allottee shall compensate the Promoter/ Association (as the case may be) as estimated by the Promoter/ Association.
- No Structural Alteration: not alter, modify or in any manner change the structure or any civil construction in the said Unit and/or the Apartment or the Common Portions of the Building
- No Sub-Division: not sub-divide the Apartment and the Common Portions, under any circumstances.
- No Changing Name: not change/alter/modify the name of the the Building from that mentioned in this Agreement.
- No Nuisance and Disturbance: not use the Apartment or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- No Storage in Common Portions: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- No Obstruction to Developer/Association: not obstruct the Promoter/ Association(upon formation) in their acts relating to the Common Portions and not obstruct the Promoter in constructing on the top roof of the Building and selling and granting rights to any person on any part of the Building/Said Property (excepting the Said Unit/Apartment).
- No Obstruction of Common Portions: not obstruct pathways and passages or Use the same for any purpose other than for ingress to and egress from the Apartment.
- No Violating Rules: not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment or the Common Portions.
- No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Apartment.
- No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the said Unit/Building **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a standardized name plate outside the main door of the said Unit.
- No Floor Damage: not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.

- No Installing Generator: not install or keep or run any generator in the Apartment.
- No Use of Machinery: not install or operate any machinery or equipment except household appliances.
- No Misuse of Water: not misuse or permit to be misused the water supply to the said Unit.
- No Overloading Lifts: not overload the passenger lifts and move goods only through the staircase of the Building
- Damages to Common Portions: not damage the Common Portions in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

Notification Regarding Letting: If the Allottee let out or sells the said Unit and/or the Apartment, the Allottee shall immediately notify the Promoter or the Association (upon formation) of the tenant's / transferee's address and telephone number.

Roof Rights: A demarcated portion of the top roof of the Building shall remain common to all co-owners of the Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance portion of the top roof of the Building shall common use of all co-owners of the Said Building along with the Promoter.

Nomination: The Allottee admits and accepts that before the execution and registration of conveyance deed of the Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

- The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
- The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owner and the Promoter.
- The Allottee shall pay an additional legal fee of Rs./- (..... only) to the Promoter's legal advisors towards the tripartite Nomination Agreement.
- Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

Common Expenses/ Maintenance Charges:

- i. Common Utilities: All charges and deposits for supply, operation and maintenance of common utilities.
- ii. Electricity: All charges for the electricity consumed for the operation of the common machinery and equipment of the Building.
- iii. Association: Establishment and all other capital and operational expenses of the Association.
- iv. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
- v. Maintenance: All costs for maintaining, operating, replacing, repairing, white- washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Unit) walls of the Said Building
- vi. Operational: All expenses for running and operating all machinery, equipment and installations

comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their

license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

- vii. Rates and Taxes: Property Tax, surcharge, Water Tax and other levies in respect of the Building **save** those separately assessed on the Allottee.
- viii. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

1st Schedule
Part-I
(Said Property)

ALL THAT piece and parcel of land containing by estimation an area of 12 Cottahs 13 Chittacks and 19 Sq.Ft. of land including a portion of a Tank as per physical measurement comes to **13 Cottahs 5 Chittacks and 39 Sq.Ft.** and Tank area 02 Cottahs 12 Chittacks and 42 Sq. Ft. more or less, **together with the Under Construction Building** situate lying at and comprised in **C.S. Dag Nos. 690 (part) and 691 (part)**, under **Khatian No. 1127**, J.L. No. 13, Touzi No. 140, **Mouza – Kasba**, being within **Municipal Premises Nos. 45, 46 and 48, Raj Krishna Chatterjee Road, Police Station – Kasba, Kolkata – 700 042** within the limits of **The Kolkata Municipal Corporation, Ward No. 67**, Sub Registry Office at Sealdah in the **District of 24 Parganas (South)** and butted and bounded in the following manner:-

ON THE NORTH : By 39/7, R.K Chatterjee Road and 12' wide R.K Chatterjee Road

ON THE SOUTH : By R.K Chatterjee Road

ON THE EAST : By 49 and 47 (part) R.K Chatterjee Road

ON THE WEST : By 44, R.K Chatterjee Road

Together with all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the Said Property.

Part-II
(Devolution of Title)

- A. That by virtue of a Sale Deed executed by one Joybati Debi being dated 18th November, 1921 A.D. in favour of Nilmoni Addya and Sri Bipin Behari Addya and Gosto Behari Addya and Sri Akhil Chandra Addya.
- B. That by virtue of another Sale Deed executed by one Sheikh Abdoor Rahaman being dated 5th Poush, 1333 B.S. in favour of Bipin Behari Addya and Gosto Behari Addya and Pulin Behari Addya and Panchanan and Monmotho Nath Addya and Shyama Charan and Raj Kishore and Jugal Kishore Addya.
- C. That by virtue of a further Sale Deed executed by one Satya Charan Adhikari being dated 26th Magh, 1323 B.S. in favour of Nilmoni Addya and Bipin Behari Addya and Gosto Behari Addya and Akhil Chandra Addya.
- D. That the said Akhil Chandra Addya with other co-owners by virtue of aforesaid Deeds had jointly purchased several properties comprised in Mouza – Kasba, the then Village – Beniapara and Police Station – Sadar Tollygunge under the Sub Registry Office Alipore, District 24 Parganas and subsequently because of disputes and

differences of opinion amongst the legal heirs of Akhil Chandra Addya with other co-owners by virtue of Final Partition Decree in Title Suit No. 281 of 1928 passed by the Learned 1st Court of the Subordinate Judge, Alipore, on 31.01.1930 the legal heirs of the said Akhil Chandra Addya has been allotted with ALL THAT demarcated 1/4th share of the landed property measuring about more or less 12 Cottahs 13 Chittaks and 19 sq.ft. and the building standing on the same having brick wall and floor with Raniganj tiles with a verandah on the outer side with stair case brick built boundary wall and privy etc. including part of the pond and all other appurtenances lying and situated in Mouza – Kasba the then Village – Beniapara and Police Station – SadarTollygunge under the Sub Registry Office Alipore which was subsequently mutated and known and numbered as Municipal Premises No. 45, 46 and 48, Raj Krishna Chatterjee Road, Police Station – Kasba, Kolkata – 700042.

- E. That said Akhil Chandra Addya and his wife Indu Bala Dasi (Addya) both died intestate leaving behind three sons namely Shyama Charan Addya, since deceased, Jugal Kishore Addya, since deceased and Rai Kishore Addya, since deceased as their only legal heirs and successors and no other person or persons as their legal heirs and successors.
- F. That the said property after demise of Akhil Chandra Addya devolved upon the 3 (three) sons of Akhil Chandra Addya viz. Shyama Charan Addya, Jugal Kishore Addya and Rai Kishore Addya in equal undivided One Third Share each.
- G. That Rai Kishore Addya, who was a Bachelor died intestate on 16.07.1949 and as such his undivided one Third Share of the said property devolved upon his two living brothers namely Sri Shyama Charan Addya and Sri Jugal Kishore Addya.
- H. That Shyama Charan Addya died intestate on 18.03.1974 leaving behind surviving him his wife Smt. Bimala Addya, two sons namely Sri Ranjit Addya and Sri Bablu Addya and two daughters namely Smt. Sandhya Rani Seal wife of Late Rai Charan Seal and Smt. Asima Dey wife of Sri Tulsi Charan Dey as his only legal heirs and successors and no other person or persons as his heirs and successors.
- I. That Jugal Kishore Addya died intestate on 16.12.2001 leaving behind surviving him his wife Smt. Sukriti Addya, two sons namely Sri Ajit Addya and Sri Amit Addya and three daughters namely Smt. Alpana Dutta wife of Anil Kumar Dutta, Smt. Kalpana Dutta wife of Sri Sripatinath Dutta and Smt. Arpana Addya as his only legal heirs and successors and no other person or persons as his heirs and successors. His wife Smt. Sukriti Addya also subsequently died intestate on 06.11.2005.
- J. Subsequently said Ajit Addya, who was a bachelor died intestate on 16.11.2010 leaving behind surviving him his living brother Sri Amit Addya and three sisters namely Smt. Kalpana Dutta, Smt. Alpana Dutta and Smt. Arpana Addya as aforesaid.
- K. Under the circumstances referred to above, the legal heirs of Akhil Chandra Addya, since deceased being the present Owners herein (1) Smt. Bimala Addya, (2) Sri Ranjit Addya, (3) Sri Bablu Addya, (4) Smt. Sandhya Rani Seal, (5) Smt. Anima Dey, (6) Sri Amit Addya, (7) Smt. Alpana Dutta, (8) Smt. Kalpana Dutta and (9) Smt. Arpana Addya thus became entitled to as the joint owners of ALL THAT the said 12 Cottah 13 Chittack and 19 sq.ft. of land along with two storied of dilapidated building as standing thereon including a portion of the Tank as per allotment made in Partition Suit No. 281 of 1928, but as per physical measurement comes to 13 Cottahs 5

Chittaks 39 sq.ft. more or less, comprised in C.S. Dag Nos. 690 (part) and 691 (part), under Khatian No. 1127, J.L. No. 13, Touzi No. 140, Mouza – Kasba, being Municipal Premises No. 45, 46 and 48, Raj Krishna Chatterjee Road, Police Station – Kasba, Kolkata – 700 042 at present within the limits of The Kolkata Municipal Corporation, Ward No. 067, Sub Registry Office at Sealdah, District 24 Parganas South, each having undivided shares therein and are at present jointly enjoying the same paying taxes regularly.

- L. The Landowners and/or their predecessor-in-interest had earlier entered into an Development Agreement on 19th January, 2014 being No. 00482 for the year 2014 registered in Book I, CD Vol. No. 2 before District Sub Registrar III and the Landowners and/or their Constituted Attorney also executed a Power of Attorney in favour of the previous Developer and the Development Agreement has since been cancelled by a mutual Deed of Cancellation between the Landowners herein and the said Developer and the said cancellation has been registered on even date and the said Power of Attorney has been mutually revoked and to confirm such cancellation the authorised signatory has subscribed his signature in this Agreement. However, no construction work has been undertaken by the previous Developer on the Schedule Property.
- M. The said *smt. Bimala Addya*, wife of Late Shyama Charan Addya, died intestate on 9/11/2016 leaving behind her legal heirs being the Owner /Vendor Nos. 1, and 2 to inherit her share in the properties below
- N. Owners and the Developer have approached each other for finalizing the development agreement and Developer agrees to undertake development of the said entire property after amalgamation of the aforesaid three premises into a single premises identified as **ALL THAT** two storied brick built messuage tenement or dwelling house together with the demarcated piece or parcel of land or ground thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of 12 Cottahs 13 Chittacks and 19 Sq.Ft. of land including a portion of a Tank be the same a little more or less as per allotment made in partition Suit No. 281 of 1928, but as per physical measurement comes to **13 Cottahs 5 Chittacks and 39 Sq.Ft.** and Tank area 02 Cottahs 12 Chittacks and 42 Sq. Ft. more or less, situate lying at and comprised in **C.S. Dag Nos. 690 (part) and 691 (part)**, under **Khatian No. 1127**, J.L. No. 13, Touzi No. 140, **Mouza – Kasba**, being within **Municipal Premises Nos. 45, 46 and 48, Raj Krishna Chatterjee Road, Police Station – Kasba, Kolkata – 700 042** within the limits of **The Kolkata Municipal Corporation, Ward No. 67**, Sub Registry Office at Sealdah in the **District of 24 Parganas (South)**.
- O. By a Development Agreement dated 17.08.2018 registered before the Office of District Sub Registrar-III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2018, Pages from 106781 to 106837, Being No. 160303417 for the year 2018 the Landowners abovenamed nominated and appointed the Developer to develop the Schedule Property on such terms & conditions as contained in the said Development Agreement.
- P. In furtherance to the terms & conditions of the said Development Agreement the Landowners also nominated and appointed the Developer as its Attorney by a Power of Attorney dated 17.08.2018 registered before the Office of the District Sub Registrar-III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2018, Pages from 106955 to 106996, Being No. 160303421 for the year 2018.
- Q. The parties have proposed to abide by the terms & conditions of the said Development Agreement and reviewed their respective allocations under the said Development Agreement and the said allocation shall stand revised as recorded in the second column in the table below.

- R. One of the original Landowners namely Bablu Addya died intestate as a bachelor on 18.02.2021 leaving behind his two sisters, Sandhya Rani Seal and Anima Dey and one brother, namely Ranjit Kumar Addya to inherit his share in the Schedule Property whereupon the development and construction shall be undertaken.
- S. In view of the death of said Bablu Addya his legal heirs and the other co-owners entered into a Supplementary Deed Demarcating Allocations between the Developer and the Landowners.

2nd Schedule
Part I
(Said Apartment)

- (a) The Said Apartment, being Residential Apartment No., on the floor, having carpet area of _____() square feet, more or less and built-up area of ____ (_____) square feet, more or less, in Block , in the complex named "**XXX**", to be constructed on a portion of land, The layout of the Said Apartment is delineated in **RED** colour on the Plan annexed hereto;
- (b) The Said covered garage/open parking space, being the right to park() medium sized car in the ground Floor of any block in the Said Complex and/or the open space at the ground level of the Said Complex;
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Schedule below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; and
- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment.

Part II
(Specifications)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the architect and including the following:

1. BRICK WORK

External wall: 200/250mm thick brickwork with cement mortar in proportion (1:6) by using 1st class mechanized bricks.

Partition Wall: 75/125mm thick brickwork with sand cement mortar in proportion (1:6) by using 1st class kiln burnt bricks and in case of 75mm thick wall, wire mesh shall be used at every 3rd /4th layer.

2. PLASTERING

- i) Rough brick surface by 19mm thick (1:6) cement sand prop.
- ii) Finished brick surface by 19mm thick (1:6) cement sand prop.
- iii) Ceiling by (1:4) cement sand prop.

3. FINISHING

- i) All internal surfaces are to be finished with plaster of paris punning.
- ii) Front side of the entire building shall be painted with latest available permanent finish and painting on all other external side of the building shall be painted with weather coat of reputed make (Berger etc.)
- iii) Gates and grills are to be painted with anti-corrosive zinc primer beneath 2 coats of oil based paint/synthetic enamel paint of Berger or of like company.

4. FOUNDATION

The foundation would be of reinforced RCC combined footings/raft as per the structural design with prior and proper anti-termites treatment.

5. SUPER STRUCTURE

The super structure of building shall have RCC framed structure with RCC columns, beams and slabs as per soil test report and the structural design.

6. CONCRETE WORK

- i) All RCC will be proportion 1:1, 5:3
- ii) Ground floor covered area would be of kota stone/chequered tiles.

7. GRILLS

MS flats/10mm square bar will be used as per design agreed and approved by the developer and the owners.

8. STAIRCASE RAILING

At least 75mm cross-section wood railing with 10mm MS square bar.

9. DRAINAGE

Solid and liquid waste rain water etc will be disposed through Supreme/Oriplast HDPE pipes in network above GL and through SW pipe in network below GL.

10. Flooring

Flooring inside the entire flat area of the owners shall be of good quality marble/at least 2'x2' seamless vitrified ceramic tiles with prior approval of the owners.

Flooring in the staircase and lobbies shall be of good quality marble.

11. DOORS

All door frames shall be seasoned and treated sal wood. Shutters will be made of hot pressed factory made solid core phenol bonded flush doors with superior quality paint thereon. Doors shall be 35mm thick with oxidized steel hinges tower bolts, door stoppers, Godrej mortise lock/cylindrical lock.

12. WINDOWS

Aluminium sliding/UPVC sliding window with glass panes. Windowsills are to be covered with marble cuttings.

13. ROOF TREATMENT

Roof tiles finishing after waterproof treatment with SIKA.

14. TOILET FITTINGS

Each toilet in the flats shall have Antiskid Tiles flooring with wall tiles up to 7 feet height, as per choice of owner of each flat.

Each toilet shall have one mixer shower with tap, one basin, one commode (western/Indian as per choice), geyser line and a master stop cock. Concealed piping with hot and cold supply to the shower and tap shall be installed. Commode and basin would be of Hindware/other reputed make and shower, tap, etc. would be of good quality.

15. KITCHEN

All taps etc. would be of quality make with concealed PVC piping for hot and cold water supply with mixing provision. Flooring would be of Antiskid Tiles with ceramic walls tiles of up to 2 feet. Kitchen slab will be of good quality galaxy granite. Sink would be of Stainless Steel. Water and electrical provisions should be made of exhaust fan, Aquaguard, mixer and kitchen hood/chimney.

16. ELECTRICALS

Concealed Havels reputed make (ISI marked) copper wiring from ground floor to each unit with adequate points (both 5A and 15A) and modular switches (Anchor/Crabtree/the like) for light, fans, geysers, TV, fridge, washing machine, air conditioners, exhaust fans and other appliances, with MCB and main switch (legrand/Haveli/of like make), junction box, bass bar, best quality switchgear etc. Adequate and proper earthing must be ensured with MS concealed switchboxes.

17. WATER ARRANGEMENT

Underground reservoir for Kolkata Municipal Corporation water, one centrifugal pump (BE or of like make) for overhead water tank with all necessary plumbing, valve and delivery pipelines for maintaining uniform flow of water in each unit have to be installed. Tanks would be of RCC. OH tank would be placed over staircase headroom as per structural design. All pipes would be PVC Supreme make.

18. ELECTRICAL METER

Proportionate cost for procurement of 440V main service line and full cost for procurement of electrical meter for individual unit from CESC shall be on account of the owners and other flat purchasers.

19. OTHER FACILITIES

- i) One Cable connection in each flat.
- ii) EPABX system connecting all flats with the reception lobby and with each other.
- iii) One landline telephone point in each flat with concealed wiring from ground floor to each flat.
- iv) 15A point as required, in each flat.
- v) Fully furnished reception lobby with seating arrangements.
- vi) Personal mail box.
- vii) Caretaker's room with common toilets for drivers and servants.
- viii) One A.C. points in each flat.
- ix) One lift of reputed make.

3rdSchedule (Total Price)

The Total Price payable for the Unit is Rs./-(Rupees _____)only and Rs. _____/- (Rupees _____) only, for right to () Covered Garage/Open Parking Space, thus totaling to **Rs.** _____/- (Rupees _____) for the Apartment.

PAYMENT PLAN

The Apartment Price shall be paid by the Allottee to the Promoter in the manner mentioned in the

chart below, time being the essence of contract. The Allottee agrees and covenants not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee has paid the entirety of the Apartment Price and in addition to the Apartment Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts of Other Charges, as mentioned above, proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon.

Sl.	Payment Description	Percentage/Amount
1.	Booking Amount on/or before the date of Agreement% of Apartment Price plus applicable GST
2.	On Foundation Casting of Building% of Apartment Price plus Applicable GST
3.	On Ground Floor Roof Casting of Building	..% of Apartment Price plus applicable GST
4.	On 1 st Floor Roof Casting of Said Block% of Apartment Price plus Applicable GST
5.	On 2 nd Floor Roof Casting of Building	...% of Apartment Price plus applicable GST
6.	On 3 rd Floor Roof Casting of Building% of Apartment Price plus applicable GST
7.	On 4 th Floor Roof Casting of Building% of Apartment Price+ Transformer Charges & Electricity plus applicable GST
8.	On Brickwork of Said Unit	15% of Apartment Price + Diesel Generator + Central Security System plus applicable GST
9.	On Inside Plaster of Said Unit% of Apartment Price + Intercom + GST
10.	On Possession of Said Unit% of Apartment Price + Maintenance Charges + Sinking Fund + Legal Charges + Association Formation Charges Plus applicable GST

**4th Schedule
Part I
(Common Portions)**

- Lobby at the ground level of the Said Complex
- Lift machine room(s) and lift well(s) of the Said Building
- Water supply pipeline in the Building (save those Inside any Unit)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Building
- Lobbies on all floors and staircase(s) of the Said Building
- Water reservoirs/tanks of the Building
- Drainage and sewage pipeline in the Building (save those Inside any Unit)
- Electricity meter (s) for common installations and space for their installation

- External walls of the Said Complex
- Electricity Cable for common installations in the Building/Said Complex, if any
- Lift(s)
- Demarcated portion of the roof above top floor of Building
- Boundary walls and main gate
- Common Meter Room

5thSchedule (Covenants)

The Allottee covenant with the Promoter which expression includes the body of apartment holders of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("**Association**"), wherever applicable) and admits and accepts that:

1. **Allottee Aware of and Satisfied with Common Portions and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Building to the extent already constructed and has agreed that the Allottee shall neither Have nor shall claim any right over any portion of the Building **save and except** the Said Apartment.
2. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall **(1)** pay the Rates & Taxes (proportionately for the Building and wholly for the Said Apartment, from the Date Of Possession and until the Said Apartment is separately assessed in the name of the Allottee), on the basis of the bills to be raised by the Promoter or the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and **(2)** have mutation completed at the earliest. The Allottee further admit and accept that the Allottee shall not claim any deduction or abatement in the bills of the Promoter or the Association (upon formation). If the Allottee delay in paying the Rates & Taxes, the Allottee shall pay compound interest @ 2% (two percent)per month or part thereof (compoundable monthly), from the date of default till the date of payment.
3. **Allottee to Pay for Common Expenses /Maintenance Charges:** Subject to the provisions of Clause 1.1 above, the Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter or the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admit and accept that **(1)** the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/ Maintenance Charges and **(2)** the Common Expenses/ Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter or the Association (upon formation).
4. **Allottee to Pay Interest for Delay and/or Default:** The Allottee shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Association, within 7 (seven) days of presentation thereof, failing which the Allottee shall pay compound interest @ 2% (two percent) per month or part thereof (compoundable monthly) from the date of default till the date of payment, to the Association. The Allottee also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services to the Allottee shall be discontinued and the Allottee shall be disallowed from using the Common Portions.
5. **Promoter Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
6. **No Obstruction by Allottee to Further Construction:** The Promoter shall be entitled to construct further floors on and above the top roof of the Building and the Allottee shall not obstruct or object to the same. The Allottee also admit and accept that the Promoter and/or

employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

7. **No Obstruction by Allottee for Addition of Plots in the Said Property:** The Promoter shall be entitled to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property and amalgamate the same with the Said Property and construct additional building/buildings therein and the Allottee shall not obstruct or object to the same in any manner whatsoever with regard thereto.
8. **No Rights of or Obstruction by Allottee:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
9. **Variable Nature of Land Share and Share In Common Portions:** The Allottee fully comprehend and accept that **(1)** the Land Share and the Share In Common Portions is a notional proportion that the Said Unit bears to the currently proposed area of the Building**(2)** if the area of the Building is increased/recomputed by the Promoter, the Allottee shall not question any variation (including diminution) of the Land Share and the Share In Common Portions **(3)** the Allottee shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and **(4)** the Land Share and the Share In Common Portions are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
10. **Allottee to Participate in Formation of Association:** The Allottee admit and accept that the Allottee and other Intending Allottee of Units/Apartments in the Building shall form the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/ Maintenance Deposit paid by the Allottee (after adjustment of all amounts then remaining due and payable) shall be transferred by the Promoter to the Association. The deposits shall thereafter be held by the Association in the account of the Allottee. The Association shall look after the maintenance of the Common Portions of the Building and the Said Property.
11. **Obligations of the Allottee:** On and from the Date Of Possession, the Allottee shall:
 - (a) **Co-operate in Management and Maintenance :** co-operate in the management and maintenance of the Building and the Said Property by the Association.
 - (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Association for the beneficial common enjoyment of the Building and the Said Property.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment and the Common Portions.
 - (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Allottee or to the other Intending Allottee. The main electric meter shall be installed only at the common meter space in the Said Property. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Said Property and outside walls of the Building save in the manner indicated by the Promoter or the Association (upon formation).
 - (e) **Residential Use:** use the Said Unit for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Unit to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Unit to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel,

boarding house, restaurant, nursing home, club, school or other public gathering place.

- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Unit , without the permission in writing of the Promoter or the Association (upon formation). In the event the Allottee makes the said alterations/changes, the Allottee shall compensate the Promoter/ Association (as the case may be)as estimated by the Promoter/ Association.
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment or the Common Portions of the Building
- (h) **No Sub-Division:** not sub-divide the Said Apartment and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the name of the Said Complex or the Building from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Unit/Apartment or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or door permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association:** not obstruct the Promoter/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Promoter in constructing on the top roof of the Building and selling and granting rights to any person on any part of the Building/Said Property (excepting the Said Unit/Apartment).
- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit/Apartment.
- (n) **No Violating Rules :** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- (o) **No Throwing Refuse :** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (p) **No Injurious Activities :** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit/Apartment, or the Common Portions.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit/Apartment.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Unit/Building **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers from displaying a standardized name plate outside the main door of the Said Unit.
- (s) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Unit/Apartment.
- (u) **No Use of Machinery :** not install or operate any machinery or equipment except household appliances.

- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Unit/Apartment.
 - (w) **No Overloading Lifts:** not overload the passenger lifts and move goods only through the staircase of the Building
 - (x) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
12. **Notification Regarding Letting:** If the Allottee let out or sells the Said Unit/Apartment, the Allottee shall immediately notify the Promoter or the Association (upon formation) of the tenant's/ transferee's address and telephone number.
13. **Roof Rights:** A demarcated portion of the top roof of the Building shall remain common to all co-owners of the Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance portion of the top roof of the Building shall common use of all co-owners of the Said Complex along with the Promoter.
14. **Nomination:** The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Unit/Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:
- (a) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
 - (b) The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
 - (c) The Allottee shall pay an additional legal fee of Rs...../- (Rupees) only to the Promoter's legal advisors towards the tripartite Nomination Agreement.
 - (d) Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

6th Schedule
(Common Expenses/ Maintenance Charges)

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Building.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white- washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Unit) walls of the Building].

6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** Property Tax, surcharge, Water Tax and other levies in respect of the Building **save** those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on these presents, the day, month and year first above written.

SIGNED AND DELIVERED by the Owner herein in the presence of

WITNESSES:

1.

2.

SIGNED AND DELIVERED by the Developer herein in the presence of:

WITNESSES:

1.

2.

SIGNED AND DELIVERED by the Allottee herein in the presence of:

WITNESSES:

1.

2.