

**AGREEMENT FOR SALE This Agreement for Sale ("Agreement") executed on this
__ day of ____ 20__**

THIS AGREEMENT FOR SALE IS EXECUTED ON THIS __DAY OF __, 20

BETWEEN

(1) MR. SHAYAN KUMAR DEY [PAN- EXQPD0238C] S/o. Mr. Madan Mahon Dey, by faith Hindu, by Nationality-Indian, by occupation Student, residing at Rudrapur, Kumra, P.O. Kumra Kashipur, P.S. Habra, District:- North 24-Parganas, West Bengal, India, PIN – 743271 **(2) MR. PRITHVIRAJ PANDEY [PAN- FKWPP4931E]** Son of Sri. Tathagata Pandey, By Faith: Hindu, By Occupation: Student, resident of 53/1/1B, Ballygunge Place, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN – 700019 **(3) KAKALI MONDAL (PAN – AYOPM6072E)** Wife of Sri Sushil Mondal , by faith-Hindu, by nationality Indian, by occupation- Housewife, resident of Bubbud Nutan Pally, P.O.- Bubbud, P.S- Bubbud, Dist-Purba Bardhaman, W.B, India, PIN- 713403 **(4) MR. KANAI LAL PANDEY (PAN – AENPP9190F)** Late Ganapoti Pandey , by faith-Hindu, by nationality Indian, by occupation- Retired Paerson , resident of S-IV/188, Bidhannagar Housing Colony P.O.- A.B.L. Township, P.S- New Township, Dist-Paschim Bardhaman, W.B, India, PIN-713206 **(5) MR. SAYON MUKHERJEE [PAN- BOZPM8846Q]** Son of Late Tapan Kumar Mukherjee, By Faith: Hindu, By Occupation: Service, **(6) MISS. MONAMI MUKHERJEE [PAN- ASRPM9537D]** Daughter of Late Tapan Kumar Mukherjee, By Faith: Hindu, By Occupation: Service, resident of 1/19, Bibekananda Park, Near Mission Hospital, City:- Durgapur, P.O:- Arrah, P.S:- Kanksa, District:- Paschim Bardhaman, State- West Bengal, India, PIN 713212 represent by their constituted **Attorney " ARADHYA SPACE DEVELOPERS "** **represented by its partner MR. AMIT BANERJEE, (PAN – ANAPB0015B)** Son of Debasish Banerjee, by faith Hindu, by occupation Business, by Nationality- Indian, resident of: Village & Post-Fuljhore, P.S.- New Township, District- Burdwan, presently Paschim Barthaman, PIN- 713206, West Bengal, India, **[Vide Power of Attorney no. I-4210 for the year 2020 of A.D.S.R. Durgapur, I-5078 for the year 2020 of A.D.S.R. Durgapur, I- 1253 for the year 2020 of A.D.S.R. Durgapur, I-3636 for the year 2023 of A.D.S.R. Durgapur, I-10346 for the year 2022 of A.D.S.R. Durgapur]** hereinafter refereed to and called as **"LANDOWNER"** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART.**

AND

ARADHYA SPACE DEVELOPERS (PAN – ABQFA0571P) Being a Partnership Firm having its office at: 53, TAPOBAN HOUSING CO-OPERATIVE SOCIETY, POST – Benachity, & P.S.- Durgapur, District- Burdwan presently Paschim Barthaman, PIN- 713213, West Bengal, India Represented by its Partners namely **MR. AMIT BANERJEE, (PAN – ANAPB0015B)** Son of Debasish Banerjee, by faith Hindu, by occupation Business, by Nationality- Indian, resident of: Village & Post-Fuljhore, P.S.- New Township, District- Burdwan, presently Paschim Barthaman, PIN- 713206, West Bengal, India, hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

(1) _____ [PAN - _____], (Aadhar no. 7809279408866) Wife of Mr. _____, by faith-Hindu, by nationality Indian, by occupation Service, (2) _____ [PAN - _____], (Aadhar no. 7809279408866) Wife of Mr. _____, by faith-Hindu, by nationality Indian, by occupation Service, residing at _____ P.O. - _____, P.S. - _____, Dist.: _____, _____. India, PIN- _____, hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). [Please insert details of other allottee(s), in case of more than one allottee] The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "**Party**".

WHEREAS R.S. Plot No. 7, corresponding L.R. Plot No-59 was Ardhendu Bikash Chakraborty son of Sri Sasanka Sekhar Chakraborty & Smt. Laxmi Chakraborty wife of Sri Ardhendu Bikash Chakraborty vide deed No- 4096 for the year 1984 of A.D.S.R. Durgapur and after that Ardhendu Bikash Chakraborty son of Sri Sasanka Sekhar Chakraborty & Smt. Laxmi Chakraborty wife of Sri Ardhendu Bikash Chakraborty sold the schedule mentioned land in favour of present vendor i.e. Tarun Kumar Sanyal vide deed No- 3680 for the year 2001 of A.D.S.R. Durgapur and mutated his name in L.R.R.O.R. and after that said Tarun Kumar Sanyal son of Late Sunil Kumar Sanyal transferred the same by way of sale vide deed No- 933 for the year 2020 of A.D.S.R. Durgapur in favour of present Vendor No-1 i.e. Shayan Kumar Dey Son of Mr. Madan Mahon Dey and converted the land from Vaid to Commercial Bastu vide conversion case No- CN/2021/2302/1048 of B.L.& L.R.O. Fairdpur Durgapur. And he entered into a Development Agreement with Second Party i.e. Developer vide deed No- 3063 for the year 2020 of A.D.S.R. Durgapur and thereafter Landowner No-1 execute a Development Power of attorney in favour of Second Party i.e. Developer vide deed No- 4210 for the year 2020 of A.D.S.R. Durgapur

WHEREAS R.S. Plot No. 8/72 & 7, corresponding L.R. Plot No-107 &59 was purchased property of Sri Mihir Ruidas Son of Late Radharaman Ruidas, he purchased the same from Shyamakanta Dey vide deed No- 4831 for the year 2003 of A.D.S.R. Durgapur and after that Sri Mihir Ruidas Son of Late Radharaman Ruidas recorded his name in L.R.R.O.R and thereafter Sri Mihir Ruidas Son of Late Radharaman Ruidas transferred the same by way of sale in favour of Utpal Kumar Samanta son of Sri Nabakumar Samanta vide deed No- 3220 for the year 2008 of A.D.S.R. Durgapur and mutated his name in L.R.R.O.R. in L.R. Khatian No- 1458 and after that said Utpal Kumar Samanta son of Sri Nabakumar Samanta transferred the same by way of sale vide deed No- 2660 for the year 2020 of A.D.S.R. Durgapur in favour of Mr. Prithviraj Pandey i.e. Landowners No-2 and converted the land from Vaid to Commercial Bastu vide conversion case No- CN/2021/2302/1051 of B.L.& L.R.O. Fairdpur Durgapur. And he entered into a Development Agreement with Second Party i.e. Developer vide deed No- 3064 for the year 2020 of A.D.S.R. Durgapur and thereafter Landowner No-2 execute a

Development Power of attorney infavour of Second Party i.e. Developer vide deed No- 5078 for the year 2020 of A.D.S.R. Durgapur

WHEREAS R.S. Plot No. 7, corresponding L.R. Plot No-59 was Gopal Chandra Gope, Gopal Chandra Gope transferred the same infavour of Tarapada Chakraborty Son of Late Sasnka Sekhar Chakraborty & Smt Nilima Chakraborty wife of Tarapada Chakraborty vide deed No- 4097 for the year 1984 of A.D.S.R. Durgapur and Tarapada Chakraborty Son of Late Sasnka Sekhar Chakraborty & Smt Nilima Chakraborty wife of Tarapada Chakraborty transferred the same by way of sale to Kakali Mondal Wife of Sri Sushil Mondal vide deed No- 4911 for the year 2001 of A.D.S.R. Durgapur and mutated her name in L.R.R.O.R. i.e. Landowners No-3 and converted the land from Vaid to Commercial Bastu vide conversion case No- CN/2021/2302/1050 of B.L.& L.R.O. Fairdpur Durgapur. And he entered into a Development Agreement with Second Party i.e. Developer vide deed No- 549 for the year 2020 of A.D.S.R. Durgapur and thereafter Landowner No-3 execute a Development Power of attorney infavour of Second Party i.e. Developer vide deed No- 1253 for the year 2020 of A.D.S.R. Durgapur

WHEREAS R.S. Plot No. 7, corresponding L.R. Plot No-59 was purchased property of Sri Ashim Nandi from Sri Asit Baran Chatterjee vide deed No- 5763 for the year 2004 of A.D.S.R. Durgapur and thereafter Sri Ashim Nandi transferred the same infavour of present owner i.e. Sri Kanai Lal Pandey vide deed No- 3850 for the year 2012 of A.D.S.R. Durgapur and mutated his name in L.R. R.O.R. Landowners No-4 converted the land from Vaid to Commercial Bastu vide conversion case No- CN/2021/2302/1272 of B.L.& L.R.O. Fairdpur Durgapur. And he entered into a Development Agreement with Second Party i.e. Developer vide deed No- 8215 for the year 2021 of A.D.S.R. Durgapur

WHEREAS R.S. Plot No. 7, corresponding L.R. Plot No-59 property was recorded property of Gopal Chandra Gope, Gopal Chandra Gope transferred the same in favour of Sri Lakshman Ranjan Roy son of Late Abhayapada Roy vide deed No- 4093 for the year 1984 of A.D.S.R. Durgapur and Lakshman Ranjan Roy son of Late Abhayapada Roy transferred the same by way of sale to Tapan Kumar Mukherjee Son of Late Subal Mukherjee vide deed No- 4039 for the year 2000 of A.D.S.R. Durgapur and mutated his name in L.R.R.O.R. and converted the land from Baid to Bastu vide Con Case No- PFCN/2018/2302/ 13 of B.L. & L.R.O. Faridpur –Durgapur and said Tapan Kumar Mukherjee entered into a Development agreement with "ARADHYA SPACE DEVELOPERS" which was registered before A.D.S.R. Durgapur vide deed No- A.D.S.R. Durgapur, vide deed no. I-020600342 for the year 2020, Serial No- 0206000371 for the year 2020 & also executed a power of attorney vide deed No-589 for the year 2020 of A.D.S.R. Durgapur and after that said Tapan Kumar Mukherjee died leaving behind his son namely Mr. Sayon Mukherjee and daughter namely Miss. Monami Mukherjee as his legal heirs and they enter their name in L.R.R.O.R. and become owner of the schedule mentioned property as per law of inheritance and they i.e. Landowner No- 5 &6 execute

a Development Power of attorney infavour of Second Party i.e. Developer vide deed No-10346 for the year 2022 of A.D.S.R. Durgapur. At persent the land is converted into Baid to Commercial Bastu vide conversion case No- CN/2022/2302/1232 & CN/2022/2302/1227 of B.L.& L.R.O. Faridpur Durgapur

B. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement registered at the office of the A.D.S.R. Durgapur vide deed No-3063 for the year 2020 of A.D.S.R. Durgapur, 3064 for the year 2020 of A.D.S.R. Durgapur, 549 for the year 2020 of A.D.S.R. Durgapur, 8215 for the year 2021 of A.D.S.R. Durgapur , 342 for the year 2020 of A.D.S.R. Durgapur

C. The Said Land is earmarked for the purpose of building Residential project, comprising G+8 multistoried apartment buildings and the said project shall be known as ' Kalpataru' ("Project");

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

E. The Jemua Gram Panchyat has granted the commencement certificate to develop the Project vide Plan No- 39 dated 22.04.2022 and same was approved by Paschim Bardhaman Zilla Parisad vide Memo No- 3809/(I)4/PSBZP DATED 19.10.2022.

F. The Promoter has obtained the final layout plan approvals for the Project from Jemua Gram Panchyat. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Allottee had applied for an apartment in the Project on _____ and has been allotted apartment no. 3D having carpet area of _____ **square feet, type - ___BHK** on _____ **floor** at "**Kalpataru**" ("Building") along with stilt parking admeasuring _____ square feet as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as described in Third Schedule.

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

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

J. 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;

K. 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 second schedule mentioned flat & parking space as specified in paragraph G;

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 [second schedule mentioned flat & parking space as specified in paragraph G;

The Total Price for the [Apartment/ flat] based on the carpet area is **Rs. _____/- (Rupees _____-) Only** ("Total Price") (Give break up and description):

Block/Building/Tower No. – N.A.	Rate of apartment per square feet*
Apartment no. ____	_____ Sq. Feet @ Rs. _____/- per Sq. Feet
Type Residential	
Floor ____ Floor	
Total price (in rupees)	Rs. _____/- (_____) (Round)

[AND]

Underneath / Stilt/Open Parking	Rs- _____/-
Garage/ Stilt/Open Parking 2	N.A.
Total Price (in rupees)	Rs- _____/- (_____)

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Flat];
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Flat]: 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;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Flat] includes: 1) pro rata share in the Common Areas; and 2) stilt parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges or Taxes payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect

along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment/Flat];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/flat] includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. It is made clear by the Promoter and the Allottee agrees that the [Apartment/flat] along with Stilt parking shall be treated as a single divisible unit for all purposes.

It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely Kalpataru shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the 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 3,09,815/- (Rupees Three Lac Nine Thousand Eight hundred Fifteen Only)** as booking amount being part payment towards the Total Price of the

[Apartment/flat] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Flat] 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 for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' "ARADHYA SPACE DEVELOPERS"' payable at Durgapur.

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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. 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 the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment 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/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the

project and handing over the [Apartment/Flat] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT The Allottee has seen the specifications of the [Apartment/flat] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] 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. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Jemmua Gram Panchyat & Paschim Bardhaman Zilla Parishad and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/FLAT

7.1 Schedule for possession of the said [Apartment/Flat]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/flat] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Flat] on 31.12.2025 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Flat], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/flat], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/flat] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on

part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 60 (Sixty) days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of [Apartment/flat]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/flat] 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/flat] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/flat] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/flat], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/flat].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

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

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

(iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Flat];

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

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

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

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/flat] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/flat] to the Allottee and the common areas to the Association of the Allottees;

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

(xi) The 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;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has

been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

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

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

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

(i) Stop making further payments to 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 penal 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 under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Flat].

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 two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Flat] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT The Promoter, on receipt of complete amount of the Price of the [Apartment/flat] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/flat] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT The Promoter shall be responsible to provide and maintain essential services in the Project till the handover of the schedule mentioned flat to the allottees. The cost of such maintenance has not been included in the Total Price of the [Apartment/flat].

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, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES The Allottee hereby agrees to purchase the [Apartment/flat] on the specific understanding that his/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/flat] 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: The service areas, shall be earmarked for purposes such as parking spaces and services including but not limited to electric transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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 allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/flat] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/flat], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Flat] and keep the [Apartment/flat], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/flat] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/flat]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE : The Allottee is entering into this Agreement for the allotment of a [Apartment/Flat] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Flat], all the requirements, requisitions, demands and repairs which are required

by any competent Authority in respect of the [Apartment/Flat]/ at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS : The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/flat] 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/Flat].

20. APARTMENT OWNERSHIP ACT: The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Promoter showing compliance of various laws/regulations as applicable in the State of 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 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 Registrar/Sub-Registrar/ registrar of Assurance 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/ Flat/building, as the case may be.

23. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed

by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/flat], in case of a transfer, as the said obligations go along with the [Apartment/flat] 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 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 Allottees. Failure on the part of the Promoter 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Flat] bears to the total carpet area of all the [Apartments/Flats] 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Durgapur 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 Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Durgapur.

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 specified below: **(1)** _____ [PAN - _____], (Aadhar no. 7809279408866) Wife of Mr. _____, by faith-Hindu, by nationality Indian, by occupation Service, **(2)** _____ [PAN - _____], (Aadhar no. 7809279408866) Wife of Mr. _____, by faith-Hindu, by nationality Indian, by occupation Service, residing at _____ P.O. - _____, P.S. - _____, Dist.: _____, _____, India, PIN- _____, (Allottee Address) & **"ARADHYA SPACE DEVELOPERS"** (PAN - **ABQFA0571P**) Being a Partnership Firm having its office at: 53, Tapoban Housing Co-Operative Society, POST – Benachity, & P.S.- Durgapur, District- Burdwan presently Paschim Barthaman, PIN- 713213, West Bengal, India (Promoter Address) It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES: That in case there are Joint Allottees all 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 to consider as properly served on all the Allottees.

32. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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

through the Adjudicating Officer appointed under the Act. [Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

THE FIRST SCHEDULE ABOVE REFERRED TO:
ENTIRE PREMISES

All that piece of parcel of Bastu land measuring an area 29.8 Decimal more or less under **Mouza- Tetikhola**, J.L No-96, L.R. J.L.No- 111, Under the jurisdiction of Jemua Gram Panchayet, P.S.- New Township, Dist- Paschim Bardhaman, State- West Bengal,

R.S. Plot no.	L.R. Plot no.	L.R. Khatian no.	Area in Decimal
07	59	2068	6.6
07	59	2070	1.0
8/72	107	2070	4.0
07	59	1463	6.6
07	59	1646	5.0
07	59	2129	3.3
07	59	2130	3.3

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART - I

'SAID UNIT/FLAT'

Complex Name: " Kalpataru "

Flat No. : _____

Floor : _____

Carpet Area : _____

Balcony : _____

Covered area : _____

Super Built Up/ saleable area : _____

Type of Parking space: Stilt

Area of the Parking space: 120 (One Hundred Twenty) Square Feet

ON THE NORTH : 16 Feet wide Metal Road
ON THE SOUTH : 30 Feet wide Metal Road
ON THE EAST : Aryanak Apartment
ON THE WEST : 16 Feet wide Metal Road

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON PORTIONS)

SECTION A:

Common Areas and Installation in respect whereof only right of user in common shall be granted:

- ✓ Open space
- ✓ Stair case & landing
- ✓ Lift & Lobby
- ✓ Drive way from rear and front
- ✓ Temple

THE FOURTH SCHEDULE ABOVE REFERRED TO:

FLOOR PLAN



THE FIFTH SCHEDULE ABOVE REFERRED TO:

PAYMENT SCHEDULE

State of Completion	Payment Terms
At the time of Booking Amount	Rs. 1,00,000/-
At the time of Agreement of Sale (Less Booking Amount)	10%
Foundation	15%
Ground Floor roof casting	15%
On start of 2 nd floor slab	10%
On start of 4 th floor slab	10%
On start of 6 th floor slab	10%
On start of 8 th floor slab	10%
On Brick work	10%
On starting of external plaster	5%
On notice of registry	5%

GST or any TAX will be payable by the allottee extra as per GOVT. rules as applicable.

SIXTH SCHEDULE

Specifications, of Building

Structure	:	RCC framed construction with infill brick walls or block wall.
WALLS	:	Conventional brickwork, Internal Walls Cement Plastering overlaid with smooth,
WALL FINISH	:	Interior – Wall Putty Exterior – Combination of weather coat
FLOORING	:	Vitrified Tiles in all bedrooms, Living-cum-Dining, In Kitchen and Balcony anti skid ceramic Tiles.
KITCHEN	:	Kitchen platform made of Granite Slab, Glazed tiles, up to the height of two feet from the platform. Stainless steel sink.
TOILET	:	Anti skid ceramic Tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 6 feet. ISI/ISO branded sanitary and CP fittings (as per supply), Concealed plumbing and pipe work.
DOORS	:	Door with tough timber frames and solid-core flush shutters, and PVC door in toilet.
WINDOWS	:	Aluminum frames with fully glazed shutters and quality fittings.
WIRING	:	Standard concealed wiring for electricity. Average 25/30 Nos Points for 2 BHK/3 BHK
ELECTRIC METER	:	Individual meter for each unit by individual cost.
AMENITIES	:	Adequate standby generator for inside Flats (Commercial), Common areas, services. Lift provided for every floor in the building.
WATER SUPPLY	:	DMC water supply and other sources.
ELEVATOR	:	Elevator with Reputed makes.
DG POWER	:	Alternate power back-up for common area and lift only and Inside of the flats.
Fire Protection	:	Fire Extinguishing Equipment at Common Space and Commercial Units.

SEVENTH SCHEDULE

(Covenants)

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

1. Satisfaction of Allottee: The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Transferor, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Transferor and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.
2. Allottee Aware of and Satisfied with Common Areas and Specifications: The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project save and except the Said Apartment And Appurtenances.
3. Facility Manager: The Promoter shall hand over management and upkeep of all Common Areas to a professional kid lily management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and renderspecified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3)the Allottee shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and(6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Allottees of the Said Complex/Whole Project.
4. Allottee to Mutate and Pay Rates & Taxes: The Allottee shall (1) pay the Panchyat Tax, surcharge, levies, cess etc. (collectively "Rates & Taxes")(proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2)

have mutation completed at the earliest The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

5. Allottee to Pay Common Expenses/Maintenance Charges: The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. Allottee to Pay Interest for Delay and/or Default: The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Transferor/Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Transferor/Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.
7. Transferor/Promoter's Charge/Lien: The Transferor shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Transferor provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Transferor shall stand extinguished on the financial institution clearing all dues of the Transferor.
8. No Obstruction by Allottee to Further Construction: Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of block/building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
9. No Rights of or Obstruction by Allottee: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the

Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. Variable Nature of Land Share and Share In Common Portions: The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
11. Allottee to Participate in Formation of Association and Apex Body: The Allottee admits and accepts that the Allottee and other intending Allottees of apartments in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all block/building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("Apex Body"). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment Allottee will be entitled to cast a vote irrespective of his/her/it's size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body.
12. Obligations of Allottee: The Allottee shall:
 - (a) Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
 - (b) Observing Rules: observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said agreement.
 - (c) Block/Building, the Real Estate Project, the Whole Project and the Said Complex.
 - (d) Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Apartment and Appurtenances and the Common Areas from the possession date.
 - (e) Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only

through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment Allottees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/Building save in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee

- (f) Residential Use: use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- (g) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.

- (h) No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The

Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (i) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (j) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Agreement
- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, 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 Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to Promoter/Facility Manager/Association/ Apex Body:**
not
- (n) obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property (excepting the Said Apartment and the Said Parking Space, if any).
- (o) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (p) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (q) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- (r) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (s) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.

- (t) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said Complex save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment
- (u) No Floor Damage: not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (v) No Installing Generator: not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (w) No Use of Machinery: not install or operate any machinery or equipment except home appliances.
- (x) No Misuse of Water: not misuse or permit to be misused the water supply to the Said Apartment.
- (y) No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (z) No Hanging Clothes: not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (aa) Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory.

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendors, Developer & Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these will be treated as part of this deed.

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

SIGNED AND DELIVERED by the **OWNERS /FIRST PART** at **DURGAPUR** in the presence of:

SIGNED AND DELIVERED by the **DEVELOPER /SECOND PART** at **DURGAPUR** in the presence of:

SIGNED AND DELIVERED by the **PURCHASER /THIRD PART** at **DURGAPUR** in the presence of:

WITNESSES: