

**ANNEXURE 'A'**  
[See rule 9]

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("AGREEMENT") IS EXECUTED ON THIS**  
**\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

**AMONGST**

**(1) MR. GOPAL TAMBULI (having PAN – ANJPT1457E, AADHAR NO. – 3321 9776 2670, VOTER ID NO. – DDZ1757418, MOBILE NO. – 8617486158), son of Late Kalipada Tambuli, by Nationality Indian, by Occupation – Business, residing at Vivekananda Nagar, Uttarpara, Babla Gobindapur, Post Office – Gobindapur, Police Station – Santipur, PIN – 741404, District – Nadia, West Bengal, India,**

**(2) MR. BIKRAM KUNDU (having PAN – EOC PK7015F, AADHAR NO. – 6320 3083 6856, VOTER ID NO. – XZF2718955, MOBILE NO. – 9002411318), son of Mr. Tapas Kundu, by Nationality Indian, by Occupation – Business, residing at J.N. Biswas Lane, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,**

**(3) MR. SUKDEB HALDER (having PAN – AFPPH3399D, AADHAR NO. – 3879 1575 8723, VOTER ID NO. – DMB2071058, MOBILE NO. – 9775047390), son of Late Biplab Halder, by Nationality Indian, by Occupation – Business, residing at Dharmatala Lane, Malopara, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,**

**(4) MR. SRIBAS DALAL (having PAN – ARQPD2133C, AADHAR NO. – 2580 7444 9662, VOTER ID NO. – DMB2388056, MOBILE NO. – 9749467735), son of Late Mangal Chandra Dalal, by Nationality Indian, by Occupation – Business, residing at B.K. Modok Lane, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,**

**(5) MR. SUBHASH HALDER alias SUBHASH HALDAR (having PAN – ACIPH1773P, AADHAR NO. – 4890 2489 5592, VOTER ID NO. – DMB1621366, MOBILE NO. – 9474335173), son of Late Bishwanath Haldar, by Nationality Indian, by Occupation – Business, residing at Khetrnath Drakhi Road, Malopara, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,**

**(6) MR. ARUN KUMAR DEY (having PAN – AXSPD1216C, AADHAR NO. – 4445 0144 0286, VOTER ID NO. – XZF2696953, MOBILE NO. – 7908087941), son of Late Biswanath Dey, by Nationality Indian, by Occupation – Business, residing at M.G. Road, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,**

**(7) MR. PROKASH DAS (having PAN – AVQPD9475P, AADHAR NO. – 3642 9572 6250, VOTER ID NO. – DMB2354636, MOBILE NO. – 9832700325), son of Mr. Prabir Das, by Nationality Indian, by Occupation – Business, residing at M.G. Road (Momin Park), Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,**

**M/s. VALUE HOMES HOUSING .**

*Kajal Kumar Nath*  
Partner

**(8) MR. BISWAJIT BAGCHI (having PAN – AKRPB7429B, AADHAR NO. – 8810 9543 9255, VOTER ID NO. – WB/11/075/318734, MOBILE NO. – 7908986621)**, son of Mr. Samar Bagchi, by Nationality Indian, by Occupation – Business, residing at Sadhak Ramprasad Road, Najirpara, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India,

**(9) MR. TILAK GHOSH (having PAN – AKPPG6977M, AADHAR NO. – 2386 2576 4107, VOTER ID NO. – DMB2086247, MOBILE NO. – 9733672534)**, son of Mr. Bhadreswar Ghosh, by Nationality Indian, by Occupation – Business, residing at S.K Basu Road, Banasree Para, Post Office – Krishnanagar, Police Station – Kotowali, PIN – 741101, District – Nadia, West Bengal, India, **AND**

**(10) MR. SANDIP BAGUI (PAN AJIPB0634L, AADHAR NO. 7096 8012 4492, VOTER ID NO. – GGC2206100, MOBILE NO. 9830640022)**, son of Late Kartik Bagui, by Nationality Indian, by Occupation – Business, residing at CC 55/D, Narayantala East, Rajarhat - Gopalpur (m), Aswini Nagar, Kolkata – 700159, Post Office – Aswininagar, Police Station - Baguiati, North 24-Parganas, West Bengal, India,

hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall where the context so admit include their respective heirs, successors, successors-in-interest, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

The Owners herein are duly represented by their lawful constituted Attorneys namely, **(1) MR. KAJAL KUMAR MALLICK (PAN – ALVPM1173C, Aadhar No. – 3408 3316 0287, Mobile No. – 9681868699)**, son of Late Nilkamal Mallick, residing at Jyotinagar, Post Office - Gourangonagar, Police Station - Newtown, Kolkata – 700159, West Bengal, India, **(2) MR. SWAPAN KUMAR DAS (PAN - AHOPD3494Q, Aadhar No. – 6314 6745 9814, Mobile No. – 9874310375)**, son of Mr. Amar Chandra Das, residing at Ramkrishna Pally, Post Office -Gourangonagar, Police Station - Newtown, Kolkata-700159, West Bengal, India, **AND (3) MR. RABISANKAR KAYAL (having PAN – ANRPK0502B, Aadhar No. – 9015 3117 1153, Mobile No. – 8918254474)**, son of Mr. Satyaranjan Kayal, by Nationality Indian, by Occupation Business, residing at B.D. Mukherjee Lane, Khoro Para, Krishnanagar – I, Krishnanagar PIN - 741101, Post Office – Krishnanagar, Police Station – Kotowali, District – Nadia, West Bengal, India, being the nominees and as well as the partners of **M/s VALUE HOMES HOUSING (having PAN – ABVFM1835B)** by virtue of a **General Power of Attorney dated 19<sup>th</sup> day of January, 2023**, which was registered in the office of the Additional District Sub Registrar, Krishnanagar, Nadia and recorded in Book No. - I, Volume No. - 1302-2023, Pages from 29603 to 29635, Being No.130200647, for the year 2023.

**AND**

**M/s VALUE HOMES HOUSING (having PAN – ABVFM1835B)**, a Partnership Firm incorporated under the Partnership Act, 1932, having its office at C/o, Avijit Sarkar, Patra Bazar, M.M Ghosh Lane, Holding No. – 4/2, Krishnanagar Municipality Ward No. – 23, PIN - 741101, Post Office – Krishnanagar, Police Station – Kotowali, District – Nadia, West Bengal, India and represented by its Partners **(1) MR. KAJAL KUMAR MALLICK (PAN – ALVPM1173C, Aadhar No. – 3408 3316 0287, Mobile**

**No. – 9681868699**), son of Late Nilkamal Mallick, by Nationality Indian, by Occupation Business, residing at Jyotinagar, Post Office - Gourangonagar, Police Station - Newtown, Kolkata – 700159, West Bengal, India, **(2) MR. SWAPAN KUMAR DAS (PAN - AHOPD3494Q, Aadhar No. – 6314 6745 9814, Mobile No. – 9874310375)**, son of Mr. Amar Chandra Das, by Nationality Indian, by Occupation Business, residing at Ramkrishna Pally, Post Office -Gourangonagar, Police Station - Newtown, Kolkata-700159, West Bengal, India, **(3) MR. RABISANKAR KAYAL (having PAN – ANRPK0502B, Aadhar No. – 9015 3117 1153, Mobile No. – 8918254474)**, son of Mr. Satyaranjan Kayal, by Nationality Indian, by Occupation Business, residing at B.D. Mukherjee Lane, Khoro Para, Krishnanagar – I, Krishnanagar PIN - 741101, Post Office – Krishnanagar, Police Station – Kotowali, District – Nadia, West Bengal, India, **AND (4) MR. AVIJIT SARKAR (having PAN – AZIPS2409J, Aadhar No. – 5251 2476 3366, Mobile No. – 6296827822)**, son of Mr. Ashim Kumar Sarkar, by Nationality Indian, , by Occupation Business, residing at M.G. Road, Krishnanagar – I, Krishnanagar, PIN - 741101, Post Office – Krishnanagar, Police Station – Kotowali, District – Nadia, West Bengal, India, hereinafter referred to as the “**DEVELOPER/PROMOTER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/ or successors in office/interest) of the **SECOND PART.**

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (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).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), 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).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owners, Developer/Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. By virtue of a **Sale Deed dated 23.09.1955** which was registered in the office of the District Sub Registrar Sadar, Krishnanagar, Nadia and recorded in Book No. – I, Volume No. – 200, Page – 55 to 59, being No. – 19244, for the year 1955, one Ram Chandra Banik, Nishikanta Banik and Nibaran Chandra Banik, all are son of Late Hari Charan Banik jointly purchased and seized possessed and well sufficiently entitled to **ALL THAT** piece and parcel of Viti (Homestead) land totally measuring about **41 Decimal** in Mouza – Krishnanagar, J.L. No. – 92, R.S Khatian No. – 59, comprised in (a) land measuring about **26 Decimal in R.S Dag No. – 24** in Touzi No. – 3858-3861 and (b) land measuring about **15 Decimal in R.S Dag No. – 26/290** in Touzi No. – 917-920, under jurisdiction of Police Station – Kotowali and Krishnanagar Municipality Ward No. – 1 and Krishnanagar Municipality Holding No. – 86, District – Nadia, West Bengal, from one Puspalata Dasi Biswas, wife of Hajarilal Biswas together with all easement and quasi easement rights, free from all encumbrance and liability for a valuable consideration.
- B. Afterward said Ram Chandra Banik, Nishikanta Banik and Nibaran Chandra Banik had applied for the mutation of their names in the record of the concerned BL&LRO in respect of the abovementioned **41 Decimal** land. At the time of mutating their names, it was revealed that in the **Sale Deed dated 23.09.1955** the R.S Dag No. - 24/290 was erroneously written as R.S Dag No. - 26/290 to the inadvertence of the parties concerned. As per the rules of making the Bata-Dag, the Bata-Dag 26/290 is not possible. It is also evident that in the list of Bata-Dag mentioned in the R.S. Mouza Map, that there is no existence of the R.S Dag No. - 26/290 but R.S Dag No. - 24/290 is there. Hence, the concerned BL&LRO authority mutated the name of Ram Chandra Banik, Nishikanta Banik and Nibaran Chandra Banik in their record in respect of (a) land measuring about **26 Decimal in R.S Dag No. – 24** and (b) land measuring about **15 Decimal in R.S Dag No. – 24/290** and they were

continuing to pay khajna, all outgoings in respect of the said **41 Decimal** land regularly. It is to be mentioned that no Deed of Rectification or Deed of Declaration was executed by the parties concerned for that unintentional mistake.

- C. Subsequently, by the renumbering of the land record the **R.S Dag No. 24/290** became **L.R Dag No. 201 AND R.S Dag No. 24** became **L.R Dag No. 202**. And also by the renumbering the Krishnanagar Municipality Ward No. – 1 became Ward No. – 27 and the Krishnanagar Municipality Holding No. – 86 became Holding No. – 53.
- D. By virtue of a **Sale Deed dated 12.12.1997** which was registered in the office of the Additional District Sub Registrar (Sadar), Krishnanagar, Nadia and recorded in Book No. – I, Volume No. – 1302-2022, Page from 262086 to 262108, being No. – 130207264, for the year 1997, one Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar jointly purchased and seized possessed and well sufficiently entitled to said **ALL THAT** piece and parcel of Viti (Homestead) land totally measuring about **41 Decimal** in Mouza – Krishnanagar, J.L. No. – 92, comprised in (a) land measuring about **26 Decimal in L.R Dag No. – 202** (corresponding **R.S Dag No. – 24**) and (b) land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding **R.S Dag No. – 24/290**), under jurisdiction of Police Station – Kotowali and Krishnanagar Municipality Ward No. – 27 and Krishnanagar Municipality Holding No. – 53, District – Nadia, West Bengal, from the respective legal heirs of said Ram Chandra Banik, Nishikanta Banik and Nibaran Chandra Banik together with all easement and quasi easement rights, free from all encumbrance and liability for a valuable consideration.
- E. Said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar mutated their name in the record of the office of the concerned BL&LRO in respect of (a) land measuring about **26 Decimal in L.R Dag No. – 202** (corresponding **R.S Dag No. – 24**) and (b) land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding **R.S Dag No. – 24/290**) and was assigned **L.R Khatian No. – 39519 and L.R Khatian No. – 39520** respectively.
- F. Said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar also mutated their name in the record of the Krishnanagar Municipality in respect of the said **41 Decimal** land and was assigned new Holding No. – 866 and the Ward No. – 24.
- G. Subsequently said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar constructed several **RT Sheds** totally measuring about **8000 Square Feet** on the said 41 Decimal of land.
- H. Thus said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar became lawful joint owner and seized possessed and well sufficiently entitled to **ALL THAT** piece and parcel of **Viti (Homestead)** land totally measuring about **41 Decimal** in **Mouza – Krishnanagar**, J.L. No. – 92, **L.R Khatian No. - 39519 & 39520**, comprised in (a) land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding R.S Dag No. – 24/290) **AND** (b) land measuring about **26 Decimal in L.R Dag No. – 202** (corresponding R.S Dag No. – 24), under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 24 and Krishnanagar Municipality Holding No. – 866, District –

Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights, along with about **8000 Square Feet RT Sheds** standing thereon free from all encumbrance and liability, hereinafter referred to as the said “**Demised Land**”, more fully and particularly mentioned in the **Schedule – A** written below.

- I. Due to widening the adjacent roads about **4.8 Decimal** land in **L.R Dag No. – 202** (corresponding R.S Dag No. – 24) of the about **26 Decimal** out of the said **Demised Land** fell into the said adjacent roads. No compensation was given to said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar by the concerned authorities for that. So said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar were still the joint owners of entirely the said **Demised Land**. Therefore in Physically measurement there is about **36.20 Decimal** land comprises in (a) land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding R.S Dag No. – 24/290) **AND (b)** land measuring about **21.20 Decimal in L.R Dag No. – 202** (corresponding R.S Dag No. – 24)
- J. It is recently eventually revealed by said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar that unintentionally some typographical mistakes were occurred in the **Sale Deed dated 12.12.1997** which are enumerated below:
  - (i) In the Line No. – 6 in the “Schedule of Property” written in Page – 6 of the **Sale Deed dated 12.12.1997**, the “**Dag No. – 26/290**” was erroneously written.
  - (ii) In the Line No. – 6 in the continuing part of the “Schedule of Property” written in Page – 7 of the **Sale Deed dated 12.12.1997**, the “**Dag No. – 26/290 and its in words description**” was erroneously written.
  - (iii) In the heading of the Plan of the **Sale Deed dated 12.12.1997** the “**R.S. PLOT NO 24 (PART) & 24/290 (P)**” was erroneously written.
- K. On a reply to one Right to Information (RTI), the BL&LRO, Krishnanagar - I is pleased to intimate vide Memo No. 1793/RTI/BLLRO(Kri-I/22 dated 29.11.2022 that **R.S Dag No. – 24/290** is renumbered as **L.R Dag No. – 201** and having land area measuring about **15 Decimal AND R.S Dag No. – 24** is renumbered as **L.R Dag No. – 202** and having land area measuring about **26 Decimal**. The R.S Recoded owners of above mentioned two Dags were Bijoy Krishna Banik, Binoy Krishna Banik both are son of said Ram Chandra Banik; Pran Krishna Banik, Jiban Krishna Banik, Debashis Banik all are son of said Nishikanta Banik; and Kamal Krishna Banik, Bimal Krishna Banik both are son of said Nibaran Chandra Banik, who were the vendors of the abovementioned **Sale Deed dated 12.12.1997**.
- L. In consideration of abovementioned bonafide and undeliberated mistakes occurred in the **Sale Deed dated 23.09.1955 and Sale Deed dated 12.12.1997**, said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar have sworned a **Notarised Declaration dated 17.01.2023**, to rectify those undeliberated mistakes and to render the right, title and interest of the said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar good, perfect and sacrosanct in law and equity.

- M. By virtue of a **Sale Deed dated 19.01.2023** which was registered in the office of the Additional District Sub Registrar, Krishnanagar, Nadia and recorded in Book No. – I, Volume No. – 1302-2023, Pages from 28354 to 28396, Being No. - 130200603, for the year 2023, the Owners herein jointly purchased and seized possessed and well sufficiently entitled to said **Demised Land** along with about **8000 Square Feet RT Sheds** standing thereon in following undivided proportion from said Mr. Shyamal Tarafdar and Mr. Suvo Tarafdar together with all easement and quasi easement rights, free from all encumbrance and liability for a valuable consideration.

SL No	Name of the Owners	Said Demised Land Purchased			RT Shed (in Square Feet)
		Dag No. 201 (in Decimal)	Dag No. 202 (in Decimal)	Total (in Decimal)	
1.	Gopal Tambuli	2.5714	4.4571	7.0285	1372
2.	Bikram Kundu	1.2857	2.2286	3.5143	685
3.	Sukdev Halder	1.2857	2.2286	3.5143	685
4.	Sribas Dalal	0.8572	1.4857	2.3429	457
5.	Subhash Halder	0.8572	1.4857	2.3429	457
6.	Arun Kumar Dey	2.5714	4.4571	7.0285	1372
7.	Prokash Das	2.1427	3.7144	5.8571	1143
8.	Biswajit Bagchi	0.8572	1.4857	2.3429	457
9.	Tilak Ghosh	1.7143	2.9714	4.6857	915
10.	Sandip Bagui	0.8572	1.4857	2.3429	457
		<b>15</b>	<b>26</b>	<b>41</b>	<b>8000</b>

- N. Said Owners herein had mutated their names in the record of the concerned BL&LRO office and were allotted **L.R Khatian No. - 59225, 59188, 59192, 59193, 59226, 59228, 59187, 59194, 59195 and 59227** respectively in respect of their respective undivided share in the said **Demised Land** and cleared Khazna respectively upto date.
- O. Said Owners herein had mutated their names in the record of the Krishnanagar Municipality in respect of the said **Demised Land** and was allotted **Assessee ID – KMSWQZPFGE B** and cleared taxes and other outgoings upto date.
- P. A public notice was published in two newspapers and also give on the said **Demised land** physically in inviting the public to raise any claim or objection in respect of the said **Demised Land** or the title of the Owners herein but no claim was registered/made.

#### **BACK GROUND OF PLAN OF DEVELOPMENT AMONGST THE OWNERS OF DEMISED LAND**

- Q. The Owners herein are desirous of developing the said **Demised Land**, herein after referred to as the said “**PROJECT LAND**”, more fully and particularly described in the “**Schedule – A**” written below, by constructing several residential-cum-commercial building/buildings consisting of several flats/apartments, shops, commercial spaces, Parking Space s and portions etc. along with common areas and facilities and amenities after demolishing existing structures, hereinafter referred to as the said “**PROJECT**” after

demolishing of said **8000 Square Feet RT Sheds** standing on the said **Project Land**.

- R. The Owners herein due to their incapacity of technical knowledge and paucity of funds and time have decided to develop the said **Project Land** with a suitable developer who has got the adequate experiences and also all capability and/ or means to undertake development of such **Project**.

#### **BACK GROUND OF THE JOINT VENTURE DEVELOPMENT AGREEMENT**

- S. The Owners herein of the **Project Land** and the Developer/Promoter herein had a detailed discussion about the prospects of the said **Project** and they have agreed to work on a “Principal-to-Principal” basis for mutual benefit and have decided on the roles and responsibilities in respect of development of the said **Project Land** and implementation of the said **Project** thereon.
- T. The Owners herein executed a **Joint Venture Development Agreement dated 19<sup>th</sup> day of January, 2023**, duly registered in the office of the Additional District Sub Registrar, Krishnanagar, Nadia and recorded in Book No. – I, Volume No. – 1302-2023, Pages from 28768 to 28818, Being No. - 130200620. for the year 2023 in favour of the Developer/Promoter in respect of their share in the said **Project Land** for development of the said **Project Land** and implementation of the said **Project** thereon subject to the terms and conditions mentioned therein.
- U. To give effect to said **Joint Venture Development Agreement dated 19<sup>th</sup> day of January, 2023** and to facilitate the said development work along with all related and incidental work in the said the **Project Land**, the Owners herein executed a **General Power of Attorney dated 19<sup>th</sup> day of January, 2023**, which was registered in the office of the Additional District Sub Registrar, Krishnanagar, Nadia and recorded in Book No. - I, Volume No. - 1302-2023, Pages from 29603 to 29635, Being No.130200647, for the year 2023, in favour of nominees the Developer/Promoter herein to authorize and enable the Developer/Promoter herein to do and caused to be done all and every deeds and things for the purpose of giving effect to the said Registered **Joint Venture Development Agreement dated 19<sup>th</sup> day of January, 2023**, along with the right to execute and register Agreement for Sale, Deed of Sale, all other Deed of Transfer, agreements etc and to receive all booking/earnest money, total considerations money and other money in respect of Developer’s Allocation in the said **Project** and any part thereof together with the right to handing over the khas physical possession of the sold flats/apartments, shops, commercial spaces, Parking Space s and portions to the intending purchasers.
- V. Afterward the Developer/Promoter herein obtained all required consents, approvals, sanctions, clearance, NOCs and permissions, etc. in respect of the said **Project** and also obtained **Building Sanctioned Plan vide No. .... dated .....** approved by the Krishnanagar Municipality. The Developer/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with



Section 14 of the **Real Estate (Regulation and Development) Act, 2016** (hereinafter the “**ACT**”) and other laws as applicable.

- W. The said **Project** is named as “**CANVAS**”.
- X. Upon executing a **Supplementary Agreement dated .....**the Owners herein and the Developer/Promoter herein have duly demarcated their respective allocation in the said **Project** in the light of said **Joint Venture Development Agreement dated 19<sup>th</sup> day of January, 2023**.
- Y. The Krishnanagar Municipality has granted the commencement certificate to develop the **Project** vide approval dated bearing no. \_\_\_\_\_;
- Z. The Developer/Promoter herein has registered the said **Project** under the provisions of the said Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_; on \_\_\_\_\_ under registration no. \_\_\_\_\_
- AA. The Developer/Promoter herein is constructing the said **Project** in accordance with the said **Building Sanctioned Plan** as per the specification mentioned in the said abovementioned two registered **Joint Venture Development Agreement dated 19<sup>th</sup> day of January, 2023** at their cost and expenses.
- BB. The Developer/Promoter herein is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Promoter regarding the said **Project Land** on which the said **Project** is to be constructed have been completed.
- CC. The Allottee herein had applied for an **Apartment & Parking Space** in the said **Project** vide Application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted the following out of **the Developer’s Allocation:**

**Apartment:**

- (i) **Apartment No. – .....**  
 (ii) **Block No. - .....**  
 (iii) **Building No. - .....**  
 (iv) **Carpet Area of the Apartment – about .....Square Feet**  
 (v) **Type of Apartment –.....BHK**  
 (vi) **Floor – .....**

hereinafter referred to as the said "**Apartment** "

**Parking Space :**

- (i) **Covered Parking Space No. - .....**  
 (ii) **Area of Parking Space – about .....Square Feet**  
 (iii) **Floor - .....**

hereinafter referred to as the said "**Parking Space** "

as permissible under the applicable law and of pro rata share in the common areas (hereinafter the "**Common Areas**") as defined under Clause (n) of Section 2 of the Act, hereinafter jointly referred to as the said "**Unit**", more fully and particularly described in **Schedule – B** written hereunder and the Floor Plan of the **Apartment & Parking Space** are annexed hereto and marked as **Annexure** written hereunder and delineated in **RED border**.

- DD. The Parties herein are fully legally competent to enter into this Agreement.
- EE. The Parties herein have gone through all the terms and conditions set out in this Agreement and fully understood the mutual rights and obligations detailed herein.
- FF. The Parties herein hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the **Project**.
- GG. The right, title, interest of the Owners herein in the said **Project Land** have been thoroughly examined and verified by the Allottee and/or his/her advocate to his/her fullest satisfaction and the Allottee agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.
- HH. The Allottee herein have seen, inspected and verified the various Plans sanctioned by the Krishnanagar Municipality and all other Permissions and NOCs relating to the said **Project** and have fully satisfied themselves about the validity and all other aspects thereof and agree and covenant not to raise any objection with regard thereto. The Allottee also consents and confirms that the Developer/Promoter herein shall be at liberty to have the Plan modified and/or altered from time to time.
- II. The Allottee have also seen, inspected and verified the technical construction specifications mentioned in the **Schedule – D** written below relating to the said **Project** and have fully satisfied him/herself and agree and covenant not to raise any objection with regard thereto.
- JJ. 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.
- KK. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter herein hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in paragraph CC and **Schedule - B**.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE – 1 - TERMS**

**PRICE AND PAYMENT**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell and the Allottee hereby agrees to purchase, the said Unit, together with undivided proportional share of land in the said **Project Land**, pro rata share in the Common Areas along with facilities and amenities in the said **Project**.
- 1.2 The Price of the said **Apartment** based on the Carpet Area is **Rs. ....../-** **AND** the Price of the said **Parking Space** is **Rs. ....../-**.

The Total Price of the said Unit is the sum of **Rs. ....../-** hereinafter referred to as the said “**Total Price**”, to be payable to the Promoter by the Allottee. The breakup of **Total Price** is given below on **Schedule – C** written below.

**EXPLANATION:**

- (i) The **Total Price** above includes the **Booking Amount** paid by the Allottee to the Promoter towards the said Unit.
- (ii) The **Total Price** includes Taxes (consisting of tax paid or payable by the Promoter by way of SGST, 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 said Unit.
- 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 (Demand Notice) to the Allottee, the amount payable as stated in Clause 1.2 above as per the **Payment Plan** set out in **Schedule – C** 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 the said Unit includes construction as per specifications more fully mentioned in **Schedule - D** written below, undivided proportional share in the **Project Land**, pro-rata share in the Common Areas, the facilities, amenities in the **Project**, includes the abovementioned taxes but excludes the Property Taxes and Maintenance Charges.

- 1.3 The **Total Price** is escalation-free, save and except increases which the

Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The 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.

- 1.4 The Allottee shall make the payment of the **Total Price** as per the payment plan, herein after referred to as the "**Payment Plan**" set out in **Schedule – C** written below.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ .05 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1.6 If the Allottee wants to replace the specified flooring, fittings, wiring, electrical points etc. mentioned in the **Schedule – D** written below with his requirement and wants to remodel the interior of the said Apartment as per his choice (which would be done in conformity of the prevailing laws and rules) then he shall pay the extra amount to the Promoter as and when it is demanded by the Promoter.

#### **THE PROMOTER COVENANTS WITH THE ALLOTTEE**

- 1.7 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 therein in respect of the Unit or the **Project**, as the case may be, without the previous written consent of the Allottee. 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 provisions of the Act.
- 1.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the **Project** is complete and the Occupancy Certificate (Completion Certificate) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The **Total Price** payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.9 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Unit;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas facilities and amenities in the said **Project**. Since the share / interest of Allottee in the Common Areas facilities and amenities in the said **Project** is undivided and cannot be divided or separated, the Allottee shall use the Common Areas facilities and amenities in the said **Project** 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 facilities and amenities in the said **Project** 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 Unit 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 and amenities as provided within the **Project**.
- 1.10 The Promoter will not entertain any request for modification in the basic structure and layout of the said **Apartment** and external façade of the building and Common Areas including common facilities and amenities in the said **Project**.
- 1.11 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, panchayet/municipal/corporation 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 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 COVENANTS WITH THE PROMOTER**

- 1.12 The Allottee agrees that the said Unit 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 **Project Land** and is not a part of any other project or zone and shall not form a part of and/or linked/combined with

any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that **Project's** facilities and amenities shall be available only for use and enjoyment of the Allottees of the **Project**.

- 1.13 After receiving the Completion Certificate from the competent authority in respect of the said **Project**, the majority of purchasers of the said **Project** shall establish Apartment Owners' Association in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.14 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the **Project**, 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.
- 1.15 The Allottee has the right to visit the **Project** site to assess the extent of development of the **Project** and his/her Apartment, upon giving prior intimation of 3 (three) days to the Promoter and subject to prior consent of the Project Engineer and complying with all safety measures while visiting the site. The Developer including **Project** staff shall not be liable for any untoward incident or accident.
- 1.16 The Allottee has paid a sum of **Rs...../-, (Rupees ..... only)** as **Booking Amount** being part payment towards the **Total Price** of the said Unit 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 Unit 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.
- 1.17 The Allottee agrees and consents to the fact that in case at any time additional constructions /floors are sanctioned by the concerned competent authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and agrees not to raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to undivided proportionate ownership of the **Project Land** and common user of the common areas, facilities and amenities.

#### **ARTICLE – 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** alongwith the interest and penalty, as applicable as per this Agreement, through A/c Payee cheque/demand draft or any types of online payment (as applicable) in favour of '**M/s VALUE HOMES HOUSING**'.

#### **ARTICLE – 3 - COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- (1) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 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.
- (2) 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.

#### **ARTICLE – 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

#### **ARTICLE – 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 said Unit to the Allottee and the common areas, amenities and facilities of the Project 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 **Payment Plan**.

#### **ARTICLE – 6 - CONSTRUCTION OF THE PROJECT/ UNIT**

The Allottee has seen the specifications of the said Unit 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 concerned Building Rules 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.

## **ARTICLE – 7 - POSSESSION OF THE SAID UNIT**

### **7.1 Schedule for possession of the said Unit :**

The Promoter agrees and understands that timely delivery of possession of the said Unit is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the said Unit within ..... **Months (“Completion Date”)** from this Agreement unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the said **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 said Unit 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.

If the said Unit is made ready prior to the Completion Date, the Allottee undertakes and covenant not to make or raise any objection as the payment obligations of the Allottee is linked inter alia to the progress of construction, and the same is not a time linked plan.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

### **7.2 Procedure for taking possession of the said Unit**

Subject to the Allottee has paid the entire **Total Price** and is not in breach of any of his/her/their obligations under this Agreement, the Promoter, upon



obtaining the Occupancy Certificate (Completion Certificate) from the competent authority shall offer in writing the possession of the said Unit to the Allottee in terms of this Agreement to be taken within **3 (Three) months** from the date of issue of such intimation of Possession.

The Promoter shall give possession of the said Unit 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 Allottee, as the case may be, from the date of the possession letter, whether the Allottee actually takes physical possession or not.

The Promoter on its behalf shall offer the possession to the Allottee in writing within ..... days of receiving the Occupancy Certificate (Completion Certificate) of the **Project**.

The Deed of Conveyance in favour of the Allottee in respect of the said Unit may be executed by the Promoter simultaneously with the handover of the possession OR within One months from the date of issue of the possession letter.

### **7.3 Failure of Allottee to take Possession of the said Unit**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of said Unit 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 (Completion Certificate) and handing over physical possession of the said Unit 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 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 (except the taxes paid by the Allottee and/or

stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, within 45 days of such cancellation. The Allottee at his/her/their own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Provided that such refund shall not include any amount paid by the Allottee on account of Taxes and/or stamp duty, registration charges, legal expenses, brokerage and the interest and the penalty for non-payment as mentioned in Clause 9.3(i) in this affair.

Also provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer. The Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

Upon the intimation of termination of this agreement by the Allottee to the Promoter, The Allottee shall have no claim of any nature whatsoever on the Promoter and on the said Unit and the Promoter shall be entitled to deal with and/or dispose of the said Unit to any other person in the manner it deems fit and proper.

#### **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 said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the **Project**, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Unit 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 said Unit.

### **ARTICLE – 8 - REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Owners herein have the absolute, clear and marketable title in respect

to the said **Project Land**;

- (ii) The Promoter herein has the requisite rights to carry out development upon the said **Project Land** and absolute, actual, physical and legal possession of the said **Project Land** for the **Project**;
- (iii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the **Project**;
- (iv) There are no encumbrances upon the said **Project Land** or the **Project**;
- (v) There are no litigations pending before any Court of law with respect to the said **Project Land**, **Project** or the said Unit;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the **Project**, said **Project Land** and the said Unit 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 **Project Land**, Building and the said Unit and 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 prejudicially be affected;
- (viii) 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 **Project Land**, including the **Project** and the said Unit 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 Unit 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 to the Association of the Allottees;
- (xi) The **Project Land** 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 **Project Land**;
- (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;
- (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 **Project Land** has been

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

- (xiv) That the **Project Land** is not Waqf property.

### **ARTICLE – 9 - EVENTS OF DEFAULTS AND CONSEQUENCES**

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

Promoter fails to provide ready to move in possession of the said Unit to the Allottee within the time period mentioned in Clause 7.1 of this Agreement. 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;

Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

#### **9.2 In case of Default by Promoter under the conditions mentioned in Clause 9.1, the Allottee is entitled to the following:**

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

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 said Unit, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.

Provided that where an Allottee 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 said Unit.

#### **9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:**

- (i) In case the Allottee fails to make payments as per the **Payment Plan** annexed hereto, within **Thirty Days** from the date of issuing Demand Notice by the Promoter in that regard, the Allottee shall be liable to pay such interest which is equivalent to present prevailing prime lending rate of interest of the State Bank of India plus two percent per annum on the unpaid amount Alongwith a penalty of Rupees Five Hundred only per day delay in payment to the Promoter.
- (ii) In case of Default by Allottee under the condition listed in Clause 9.3(i) above continues for a period beyond **30 (Thirty) Days** from the

abovementioned Demand Notice from the Promoter, the Promoter may cancel the allotment of the said Unit by issuing a Termination Letter and refund the amount money paid by the Allottee till date without interest by deducting the Booking Amount within **60 Days** from such Termination Letter and this Agreement shall thereupon stand terminated and upon executing and registration of the Deed of Cancellation thereof, as the case may be.

Provided that such refund shall not include any amount paid by the Allottee on account of Taxes and/or stamp duty, registration charges, legal expenses, brokerage and the interest and the penalty for non-payment as mentioned in Clause 9.3(i) in this affair.

Also provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter. The Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

The Allottee shall at his/its own costs and expenses, execute all necessary documents required by the Promoter in this regard.

Upon the intimation of termination of this agreement. The Allottee shall have no claim of any nature whatsoever on the Promoter and on the said Unit and the Promoter shall be entitled to deal with and/or dispose of the said Unit to any other person in the manner it deems fit and proper.

#### **ARTICLE – 10 - CONVEYANCE OF THE SAID UNIT**

The Promoter, on receipt of complete amount of the **Total Price** of the said Unit under this Agreement and all other amounts mentioned in this Agreement from the Allottee, shall execute a Deed of Conveyance deed and convey the title of the said Unit together with undivided proportional share of land in the said **Project Land** along with pro-rata share in the Common Areas, facilities and amenities within a period mentioned in Clause 7.2 of this Agreement OR even before obtaining the Completion/Occupational certificate from the competent authority. But in this case the Developer shall not hand over the physical possession of the said Unit to the Allottee.

The Allottee shall bear Stamp Duty, Registration Fees, documentation cost, advocate fees and other incidental expenses etc. for the said registration. However, in case the Allottee fails to deposit the same so demanded within the period mentioned in the demand letter issued by the Promoter. In such event the Purchaser shall also be deemed to be under condition of Default under Clause 7.3 and 9.3 mentioned herein-above.

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).

### **ARTICLE – 11 - MAINTENANCE OF THE SAID BUILDING / UNIT / PROJECT**

The Promoter shall be responsible to provide maintenance and maintain essential services in the **Project** at the rate which will solely be fixed by the Promoter till the handing over the common areas, installations, amenities and facilities of the said **Project** to the Apartment Owners' Association. After receiving the Possession Letter as mentioned in Clause 7.2 of this Agreement the Allottee shall pay the the Maintenance Charges as determined by the Promoter/Apartment Owners' Association, as the case may be, from the date of the Possession Letter, whether the Allottee actually takes physical possession or not.

After formation of the Apartment Owners' the common areas, facilities and amenities of said **Project** would be handed over to the Association and the purchasers/transferees shall be liable to pay the Maintenance Charges fixed by the Association to the Association.

The terms conditions covenants restrictions etc, pertaining the use and enjoyment of the Common Areas, facilities and amenities of the **Project** are contained **Schedule – E, F, G, H and I** written below and all the purchasers of the apartments, shops, commercial spaces, parking spaces etc shall be bound and obliged to comply with the same.

### **ARTICLE – 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 **05 (Five) Year** 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 Allottee shall be entitled to receive appropriate compensation.

Provided that the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Apartment Owners' Association and/or any other persons **OR** in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determining the nature of such defect, alter the state and condition of such defect or if the related annual maintenance contracts and other licenses are not validly maintained, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

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

The Allottee hereby agrees to purchase the said Unit on the specific understanding that is/her right to the use of Common Areas, facilities and amenities of the **Project** shall be subject to timely payment of total maintenance charges to the Promoter, as determined by the Promoter till the formation of the Association of the Allottees and handing over the common areas, installations, facilities and amenities of the said

**Project** to the Association of the Allottees.

After that the Allottee shall pay the Maintenance Charges, as fixed by the Association, to the Association of Allottees or the maintenance agency appointed by the Association of Allottees.

#### **ARTICLE – 14 - RIGHT TO ENTER THE SAID UNIT FOR REPAIRS**

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

#### **ARTICLE – 15 - USE OF SERVICE AREAS**

The basement(s) and service areas, if any, as located within the **Project**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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 Promoter and afterward Apartment Owners Association formed by the allottees for rendering maintenance services.

#### **ARTICLE – 16 - GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT**

Subject to Clause 12 above, the Allottee shall, after taking possession of the said Unit:

- (i) be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and
- (ii) shall not do or suffer to be done anything in or to the Building, 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
- (iii) shall not change or alter or make additions to the said Unit 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
- (iv) shall ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (v) shall 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.
- (vi) 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.



- (vii) shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common passages or staircase of the Building.
- (viii) shall also not remove any wall, including the outer and load bearing wall of the said Unit.
- (ix) 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.
- (x) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **ARTICLE – 17 - COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement in respect of said Unit 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 Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Unit at his/ her own cost.

#### **ARTICLE – 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) or permitted by any law for the time being in force.

#### **ARTICLE – 19 - PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Unit 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 said Unit.

The Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment for all the amounts payable hereunder and otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free from all such mortgages and charges created by the Promoter.

#### **ARTICLE – 20 - WEST BENGAL APARTMENT OWNERSHIP ACT, 1972**

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 Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

#### **ARTICLE – 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,



- (i) 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
- (ii) secondly, appears for registration of the same before the concerned Registry Office 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 concerned Registry Office 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 07(Seven) 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.

#### **ARTICLE – 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 and/or any third parties in regard to the said Unit, as the case may be.

#### **ARTICLE – 23 - RIGHT TO AMEND**

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

#### **ARTICLE – 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 **Project** shall equally be applicable to and enforceable against any subsequent purchasers of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

#### **ARTICLE – 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.

#### **ARTICLE – 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.

**ARTICLE – 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 apartments, shops, and commercial spaces, Parking Spaces ect. in the Project.

**ARTICLE – 28 - FURTHER ASSURANCES**

The Parties herein 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.

**ARTICLE – 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.

After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registry office at the cost of the Allottee. Hence this Agreement shall be deemed to have been executed at the Promoter's Office.

**ARTICLE – 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 Speed Post at their respective addresses specified above OR electronically at the following address:

**Promoter:**  
Email – .....  
Whatsapp - .....

**Allottee:**  
Email – .....  
Whatsapp - .....

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 Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee and the Promoter, as the case may be.

#### **ARTICLE – 31 - JOINT ALLOTTEES**

That in case there are joint allottees all communications shall be sent by the Promoter to the purchaser whose name appears first and at the address given by him/her and the email ID and whatsapp address given by him which shall for all intents and purposes to consider as properly served on all the allottees.

#### **ARTICLE – 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.

#### **ARTICLE – 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.

#### **ARTICLE – 34 - DOCUMENTATION AND LEGAL FEES**

All documentation and registration of all deeds and documents would be done by the **Mr. Subhabrata Das, Advocate**, advocate of the Promoter and the Allottee shall bear all the legal fees and ancillary expenses thereof.

#### **ARTICLE – 35 - MISCELLANEOUS**

- 35.1 The Allottee prior to execution of the Deed of Conveyance may nominates any other person or persons in respect of the said Unit in his/her/their place. The Allottee may do so with the permission of the Developer/Promoter subject to payment of administrative charges @ 20% of the **Total Price** to the Developer/Promoter.
- 35.2 The Allottee shall pay the amount required to be paid by way of Security deposits, proportional Installation charges of Transformer cost and other expenses to the authority concern through the Promoter for obtaining separate electric meter for the said Unit and obtaining HT/LT electric supply for the said **Project** separately over and above the said **Total Price**.
- 35.3 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Unit agreed to be constructed will be as per specifications mentioned in **Schedule – D** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise

any claim for such variation.

- 35.4 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Developer shall not assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank / Financial Institution.
- 35.5 In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the said Unit in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.
- 35.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Allottee shall pay the difference cost of the substituted materials as mentioned in the Schedule.
- 35.7 The Promoter may also extend the **Project** in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps and other amenities shall all be part of a common integrated development and amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee shall not have any objection to it.
- 35.8 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the **Project** and/or transferring and disposing of the other apartments/shops/parking spaces in the **Project** and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 35.9 The Allottee shall be entitled to transfer, let out, grant, lease and mortgage the said Unit till the full payment of the **Total Price** and other amounts as per this agreement are done and the Deed of Conveyance is registered. All the provisions contained herein and the obligations arising hereunder of the **Project** shall equally be applicable to and enforceable against any subsequent leasees/purchaser(s)/transferee(s) of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 35.10 The **Krishnanagar Municipality** granted sanction of the car parking spaces but the sanctioned car parking spaces or Parking Space s will not adequate to all the flat owners who will acquire the apartment/unit in the proposed building and the Promoter shall have every liberty to transfer car parking spaces beyond the sanction of the building plan to the apartment/unit owners for their benefit and the Allottee shall not raise any objection in transferring car parking spaces in the ground floor beyond the sanction plan of the proposed building.

35.11 The Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas, amenities, facilities, Installations and for rendition of services in common to the Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the allottee/purchaser of the said **Project** including those mentioned hereunder. However, the first-year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges. The Allottee shall pay the proportionate share of the undernoted Common expenses along with other allottees/purchasers of the **Project** :

- Establishment and all other capital and operational expenses of the Apartment Owners' Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not in side any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant if any, Firefighting equipment and other common installations including their AMC, license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said apartment/unit of allottee/purchaser.
- Creation of sinking funds for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staffs to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Housekeeping Staff, Plumbers, electricians, Gardener etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

35.12 The Promoter have estimated the cost for maintenance charges till the hand over of the Common Areas, installations, amenities and facilities to the Apartment Owners' Association, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee.

35.13 It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Promoter or their

nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same.

- 35.14 The **Project** as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said **Project**, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the apartments/shops/parking spaces/saleable areas and in the workmanship executed.
- 35.15 The Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room in the said **Project** and the Developer shall have exclusive right over the same to install Hoardings/Neon Sign/ Bill Boards/ Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, the Developer shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.
- 35.16 The Allottee shall use the common areas, installations, facilities and amenities of the said **Project** in common with all the Promoter, Owners and co-owners and occupiers of the said **Project**. The Purchaser may, upon permission of the Promoter and subsequently the Apartment Owners' Association, as the case may be, use the common areas by making temporary pandal for any occasion or ceremony, but the Purchaser shall have no right to make any additional permanent construction on the roof or any common areas, parts, open space in the said **Project**.
- 35.17 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the **Project** and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the **Project** by way of neon-sign, hoardings, advertisement,

publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Developer in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Developer and the Allottee or the Apartment Owners' Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

- 35.18 The headings/captions of the several Articles of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.

**ARTICLE – 36 - FROM THE DATE OF POSSESSION OF THE SAID UNIT , THE ALLOTTEE SHALL**

- a. Co-operate in the management and maintenance of the said **Project**.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Apartment Owners' Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said **Project**.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until formation of the Apartment Owners' Association including the GST.
- d. The Allottee shall co-operate with the other Co-purchaser, Owners and the Promoter and Apartment Owners' Association (in any form) in management and maintenance of the **Project**.
- e. regularly and punctually make payment of the Monthly Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever, which shall be raised on every English calendar month, within **Seven Days** from the date of issue of the Monthly Maintenance Charge Demand Notice by the Developer and in the event of any default the Allottee shall be liable to pay such interest which is applicable as per the Act and Rule on the unpaid amount Alongwith a penalty of Rupees One Thousand only per day delay in payment to the Developer and if such default shall continue for a period of **30 Days** from the date of issue of the Monthly Maintenance Charge Demand Notice then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said **Project** and the Developer/Apartment Owners' Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
  - (i) To discontinue the supply of electricity, water to the **Apartment**.
  - (ii) Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help, guest and visitors.
  - (iii) To discontinue the usage of all amenities and facilities provided in the said **Project** to the Allottee and his/her/their family members/guests.
  - (iv) The aforesaid discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Apartment Owners' Association to realize the due amount from the Allottee.
  - (v) Use the said **Apartment** for residential purpose only.

- (vi) Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer/Promoter or the Apartment Owners' Association, upon formation, in writing.
- (vii) Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area, save at the provisions made thereof.
- (viii) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- (ix) Not to place or cause to be placed any article or object in the common area.
- (x) Not to injure, harm or damage the Common Area, amenities and facilities in this **Project** or any other apartments/shops/commercial areas/parking spaces in the New Building by making any alterations or withdrawing any support or otherwise.
- (xi) Not to park any vehicle 2/4-wheeler, in the said **Project**, unless the facility to park the same is obtained and/or acquired by Allottee.
- (xii) Not to make any addition, alteration in the structure of the building, internally within the apartment or externally within the **Project**, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building/elevation, duly approved and finalized by the architect of the **Project**.
- (xiii) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said **Project**.
- (xiv) Not to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other apartments in the said **Project**.
- (xv) Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandas, lounges or any external walls or the fences of external doors and windows including grills of the said **Apartment** which in the opinion of the Developer/Apartment Owners' Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer/ Apartment Owners' Association may affect the elevation in respect of the exterior walls of the said building.
- (xvi) Not to use the said **Apartment** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and



- shall not raise or put any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the Parking Space /car parking space.
- (xvii) Not to use the Parking Space /car parking space, if allotted or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- (xviii) Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else or excepting to a person who owns a Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Parking Space /car parking space will be used only for the parking of cars.
- (xix) Not to encumber the said Unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said Unit in favour of the Allottee.
- (xx) To ensure that all interior work of furniture, fixtures and furbishing of the said apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-allottee(s)/purchaser(s).

**SCHEDULE - A**  
**(SAID DEMAISED LAND/PROJECT LAND ABOVE REFERRED TO)**

**ALL THAT** piece and parcel of **Viti (Homestead)** land totally measuring about **41 Decimal** in **Mouza – Krishnanagar**, J.L. No. – 92, **L.R Khatian No. - 59225, 59188, 59192, 59193, 59226, 59228, 59187, 59194, 59195 and 59227** respectively, comprised in **(a)** land measuring about **15 Decimal in L.R Dag No. – 201** (corresponding R.S Dag No. – 24/290) **AND (b)** land measuring about **26 Decimal in L.R Dag No. – 202** (corresponding R.S Dag No. – 24), under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 24 and Krishnanagar Municipality Holding No. – 866, and **Assessee ID – KMSWQZPFGE** on M.G Road, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights, along with about **8000 Square Feet RT Sheds** standing thereon free from all encumbrance and liability, more particularly shown in RED border in the annexed Plan and butted and bounded by as follows:

**On the North** : Bye Road  
**On the South** : 33 Feet Wide M.G Road  
**On the East** : Plot of Mr. Suvo Tarafdar  
**On the West** : 40 Feet Wide M.G Road

**SCHEDULE – B**  
**(SAID UNIT ABOVE REFERRED TO)**

**APARTMENT**

**ALL THAT** one under construction self-contained Residential Apartment being No.....measuring about ..... **Carpet Area**, being the Apartment name, **CANVAS**, situated on the ..... **Floor** of the said **Project out of the Developer's Allocation** in the **Project** known as "**CANVAS**" Together with undivided proportionate share of the land underneath the building described in the **Schedule "A"**, along with right to common uses of the common area, amenities and facilities in the said **Project**, delineated with "Red" border in the Floor Plan marked as **Annexure – A**.

#### **PARKING SPACE**

**ALL THAT** one under construction Parking Space being No. -....., measuring about ..... **Square Feet**, situated on the **Ground Floor** of the said **Project out of the Developer's Allocation** in the **Project** known as "**CANVAS**" Together with undivided proportionate share of the land underneath the building described in the **Schedule "A"**, along with right to common uses of the common area, amenities and facilities in the said **Project**, delineated with "Red" border in the Floor Plan marked as **Annexure – B**.

#### **SCHEDULE – C**

**(SAID TOTAL PRICE & PAYMENT PLAN ABOVE REFERRED TO)**

#### **PART – I** **TOTAL PRICE**

The **Consideration/Total Price** of Rs.....(**Rupees.....**) only payable by the Allottee to the Developer/Promoter for sale of the said Unit shall be as follows:-

<b>Description</b>	<b>Price/Cost</b>	<b>GST</b>
Apartment		
Proportionate Common Area		
Preferred Location Charges		
Parking Space		
Facilities & Amenities		

#### **PART – II** **PAYMENT PLAN**

The said **Total Price** of **Rs...../- (Rupees .....**) only mentioned in this Agreement shall be paid by the Allottee to the Developer/Promoter by cheques/Pay Orders/ Demand Drafts drawn in the name of "**M/s VALUE HOMES HOUSING**" or by online payment (as applicable) as follows:

Sl. No.	Particulars	Amount / (Rs.)
(1)	Booking Amount	Rs. ....../-
(2)	On execution of this Agreement for Sale	.....% of the <b>Total Price</b> (after adjusting Booking Amount)
(3)	Payable on or before completion of foundation work and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(4)	Payable on or before completion of casting of the Ground Floor and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(5)	Payable on or before completion of casting of the First Floor and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(6)	Payable on or before completion of casting of the Second Floor and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(7)	Payable on or before completion of casting of the Third Floor and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(8)	Payable on or before completion of casting of the Forth Floor and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(9)	Payable on or before completion of casting of the Fifth Floor and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(10)	Payable on or before completion of casting of the Sixth Floor and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(11)	Payable on or before completion of brick work and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(12)	Payable on or before completion of Flooring and POP and within 30 days from the date of Demand Letter	.....% of the <b>Total Price</b>
(13)	Payable on the date of the Possession Letter or or at the time of execution and registration of the said <b>Apartment and Parking Space</b> whichever is earlier.	.....% of the <b>Total Price</b> and Documentation Fees, Legal Fees, Stamp Duty, Registration Fees, Transformer Cost (on actual pro-rata basis) and other incidental cost and expenses.

**SCHEDULE - D  
(SPECIFICATIONS OF CONSTRUCTION ABOVE REFERRED TO)**

<b>SL</b>	<b>ITEM</b>	<b>GENERAL SPECIFICATION</b>
1	Foundation	Isolated column footings along with Tie Beam frame structure by Conc. Gade – M20 and Steel- Fe – 415/500.
2	Substructure & Superstructure	P.P.C Cement will be used of any standard make(ISI)& T.M.T Bar will be used as Reinforcement of Grade Fe-415/500 of any standard make(ISI) for Substructure & Superstructure Slab, Beam, column, Lift well, Chajja, Lintel, Staircase, Mummy room, Lift M/C room, UGR, OH Tank,. External & intermediate Brick work (1:5) will be done by Flyash Brick (1 <sup>st</sup> Class – Modular)
3	Flooring	Vitrified Flooring will be done by 600mmx600mm size 9mmth Vitrified Tile at Bed Room, Living Dining, Verandah, Drawing Room. Kota Stone will be used by 600mmx600mm size 16mmth Kota Stone at Stair Case Steps, Half Landing, Stair Lift lobby only, Stair Case Risers will be mended by Ceramic Tile. Toilet Flooring will be done by Antiskid Ceramic Tile of Size 300mmX300mm at Bathroom/Toilet Floor & Dado will be maintained by Ceramic Tile up to a Height of 1800mm. Kitchen Flooring will be done by Antiskid Ceramic Tile of Size 300mmX300mm with 100mm th Ceramic Skirting at peripheral wall. 600mm wide Counter Top Slab will installed by Black Granite (Pre-polished) on Black Stone with Cement, Sand mortar (1:5). Ceramic Dado will be maintained by Ceramic Tile of Height 600mm (2') on Counter Top Slab.
4	Kitchen Sink	18"X24" Size (Non Board) Standard Make Sink will be fitted at Countertop Slab.
5	Door & Door Frame	100mmX65mm Maloyasian Sal will be used for Door Frame. Flush Door of 35mmth & 32mmth will be installed for main door & intermediate door with all accessories i.eHinze, Hasp Bolt, & Door Stopper.
6	Windows	Aluminum sliding shutter (Pre Anodized) of Standard Brand(ISI) Louvered Glass Panes will be used in Toilet Aluminum windows.
7	Sanitary & Plumbing Fittings	CPVC & UPVC Pipe (ISI) will be used for Internal & External Plumbing line. White Color Non pedestal Basin with Pillar cock & Non cascade white colored Porcelain Commode with Seat cover & P.V.C Flushing tank will be supplied & installed. CP Fittings (ISI) i.e Pillar Cock for Basin along with a angular stop cock &

		connector pipe, Bib Cock, Shower with shower arm with conceal stop cock, Two in one Bib Cock with a health faucet will be supplied and installed in each bath room.
8	Sewerage	150mm & 200mm diameter Stone Wire Pipe will be used for sewerage line for Pit to Pit connection. 450mm dia R.C.C Manhole Cover to be used as Pit cover. 450mm dia R.C.C Manhole Cover to be used as Pit cover. One 80 users Septic Tank will be executed for disposing of solid waste.
9	Electrical	<p>ISI Branded electrical wire will be used for Electrical wiring through PVC conduit pipe (concealed). Branded DP Board (Distribution Panel Board), Receptacle, MCB &amp; Switches will be provided.</p> <p>Bed Room: 2Light points, one 5Amp plug point, one Fan point in each Bed Room &amp; one A.C Point &amp; one T.V Point will be given to Masters Bed room only.</p> <p>Living/Dining Room: 2 Light points, 1 Fan points, one 15 Amp plug point, one 5 Amp plug point, will be provided.</p> <p>Kitchen: One light point, one 5/15 Amp plug point &amp; one 5 Amp plug point for exhaust will be installed.</p> <p>Toilet: One light point, one 15 Amp plug point for Geyser connection (at Masters Bed Room) &amp; one 5 Amp plug point for exhaust will be installed.</p> <p>Verandah: One Light point &amp; one 15 Amp plug point will be installed for Washing Machine.</p> <p>One calling bell point to be installed at Main Door of the Flat.</p>
10	Common Area	<p>Ceiling Lights will be provided at corridor of Ground Floor shop.</p> <p>Ceiling Lights will be installed at each floor Stair, Lift lobby &amp; corridor. Stair, Lift lobby &amp; corridor.</p> <p>2 Lights will be given at Roof Terrace.</p>
11	Drive way	Net cementing will be laid by Cement Sand mortar(1:5) at Ground Floor entire drive way.
12	Water Supply	Ferule connection by Krishnanagar Municipality for 24 hours water supply through U.G.R.
13	Internal Wall	Putty of a Branded make (ISI) will be implemented at inner walls,
14	External Wall	Two coats External Emulsion Paint (ISI) on Two coats cement based paint (ISI) will be applied.
15	Railing	M.S (Mild Steel) Railing will be installed up to a height of 1Meter at Staircase & Balcony duly painted by Synthetic Enamel Paint on Red oxide primer.

10	Lift	4 – Passengers Lift will be installed of a reputed company.
11	Roof Treatment	Water Proofing Treatment will be done by a authorized applicator of any reputed Water Proofing Company.

**SCHEDULE – E**  
**(COMMON AREAS, AMENITIES & FACILITIES ABOVE REFERRED TO)**

**A. COMMON AREAS:**

- (i) the entire land for the real estate **Project** or where the **Project** is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) All staircases of the **Project** along with their full and half landings with stair covers on the ultimate roof, lifts, staircase and lift lobbies;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) Common entrance and exit gates of the said **Project**;
- (v) Paths, passages and driveways in the said **Project** other than those reserved for exclusive use of any Co-owner;
- (vi) Decorated drop-off in the ground floor entrance of the blocks;
- (vii) Exclusive Entrance Lobby in the Ground Floor of each Block;
- (viii) Exclusive lounge in the Ground floor;
- (ix) Reserved space in the open compound of the said **Project** for parking of two motor cars for visitors to the Apartment/Shop/Commercial Space holders;
- (x) Ultimate roof of the building with decorations and beautification;
- (xi) Residents' Club with well-equipped Gymnasium;
- (xii) Swimming pool, office with toilet facility;
- (xiii) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s;
- (xiv) Demarcated space for Diesel Generator set of sufficient capacity.
- (xv) Effective Fire fighting system with fire escapes and Fire pump Rooms;
- (xvi) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to different apartments/shops/commercial spaces;
- (xvii) Underground and Over head water reservoir;
- (xviii) Water waste and sewerage evacuation pipes from the apartments/shops/commercial spaces to drains and sewers, common to the **Project** and from there to the municipal drain;
- (xix) Balancing Tank and Filtration plant in the ground floor for the swimming pool;
- (xx) Electrical rooms in the ground floor;
- (xxi) DG panel room in the ground floor;
- (xxii) Security control Room for darwan / security guards in the ground floor of each block;
- (xxiii) Drivers seating benches in the car parking area;
- (xxiv) Common toilets in the Ground Floor;
- (xxv) Iron removal plant;

- (xxvi) Space earmarked for Electrical transformer with transformer installed thereat of requisite rating to cater to need of electrical power in the premise to the extent of quantum mentioned herein;
- (xxvii) Boundary walls.
- (xxviii) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (xxix) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (xxx) all community and commercial facilities as provided in the real estate **Project**;
- (xxxi) all other portion of the **Project** necessary or convenient for its maintenance, safety, etc., and in common use;
- (xxxii) Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Apartment,) (c) Water Treatment Plant (d) all the pipes and fittings provided for sewage and drainage line including connection to the Krishnanagar Municipality main drain;
- (xxxiii) Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Pump and Motor, (c) Lift with all its installations.

**B. FACILITIES AND AMINITIES:**

- a. Diesel Generator Set with its installations
- b. CCTV
- c. AC Community Hall
- d. AC Multi Gym
- e. Fire Fighting
- f. Iron Removal Plant
- g. Roof Top Swimming Pool
- h. Roof Top Garden

Others: Other common area and installations and/or equipment as may be provided in the **Project**, which are not included in the aforesaid schedule, for common use and enjoyment.

\*\*\* Disclaimer- all amenities are indicative and subject to changes

**SCHEDULE – F**  
**(COMMON EXPENSES ABOVE REFERRED TO)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the Said Building/s and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the co-owners in common as aforesaid and the boundary walls of the said **Project**, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said **Project** so enjoyed or used by the co-

owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (Including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well etc., as applicable) and also the costs of repairing, renovating and replacing the same and also including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) Including their bonus, other emoluments, benefits etc.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said **Project** (save those assessed separately in respect of any apartment/flat, shop room, commercial space, Parking Space etc.).
5. **INSURANCE:** Insurance premium, If incurred for insurance of the said Building/s/**Project** and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the presently Promoter and subsequently Apartment Owners' Association for the common purposes.

**SCHEDULE – G**  
**(DISCLOSURES & ACKNOWLEDGMENTS)**

1. All payments shall be made by the Allottee against proper receipts by the Developer/Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment.
2. **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Developer and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Developer within **07 Days** of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the



Developer, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

3. The Developer/Promoter has been empowered and authorized to receive all amounts from Allottee.
4. The Developer/Promoter duly explain and Allottee understand and agrees that as per law the extra F.A.R. is permissible apart from areas mentioned in sanction plan and the Allottee hereby grant consent and appoint the Developer as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the Developer/Promoter to make additional floors/addition or alteration in the **Project** with change in location of size and parking space and amenities provided however, the super builtup area of that said **Apartment** allotted to the Allottee will remain unchanged.
5. The Allottee acknowledges and confirms that the Developer shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the **Project** Provided that the Developer shall make any such additional construction upon obtaining approval of plans by Bidhannagar Corporation and upon complying with the applicable provisions of the Act and/or Rules.
6. Upon construction of the **Project** the Developer shall finally identify and demarcate portions of the common amenities and facilities in the **Project** including the driveway, pathway and passage, services and installations for common use and also such areas.
7. Fittings & Fixtures: Except those provided by the Developer/Promoter, all fit outs to be put-up, erected and installed at or inside the said **Apartment** including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the said **Apartment**.
8. The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Developer due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the said Unit and/or the Common Areas, amenities and facilities).
9. The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
10. The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if

- any.
11. Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
  12. In case of any amount (including Monthly Maintenance Charges and other charges) being due and payable by the Allottee to the Promoter and/or the and/or the Apartment Owners' Association, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the and/or the Apartment Owners' Association, as applicable.
  13. The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said **Project** and also the covered spaces in the **Project** (including parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
  14. The Promoter would convey proportionate undivided indivisible share in the Common Areas, installations, facilities and amenities in the said **Project** in favour of the Allottee and if the laws for the time being in force otherwise requires such transfer to be carried out in favour of the Apartment Owners' Association, to which the Allottee hereby agrees.
  15. Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or Parking Space /car parking spaces at the said **Project** and the Developer/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Developer/Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer/Promoter and/or the Owners exclusively.
  16. The Developer/Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining/contiguous to the said **Project Land** thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas, facilities, amenities and installations in the said **Project** in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the apartment-owners/occupiers/shop owners/commercial area owners of the said **Project** of the Common Areas facilities, amenities and installations comprised in such adjoining/ contiguous property.
  17. The ownership and enjoyment of the said Unit by the Allottee shall be Subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also Rules and Regulation as stipulated in different schedules hereto.
  18. The Allottee shall have no connection whatsoever with the all allottee(s)/purchaser(s) of the other salable areas and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other allottees/purchasers (either express or

- implied) and the Allottee shall be responsible to the Developer for fulfillment of the Allottee's obligations and the Allottee's obligations and the Developer's rights shall in no way be affected or prejudiced thereby.
19. The properties and rights hereby agreed to be sold to the Purchaser are and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Developer in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
  20. The Allottee shall be and remain responsible for and indemnify the Owners and the Developer/Promoter and the Apartment Owners' Association against all damages costs claims demands and proceedings occasioned to the said **Project** or any other part of the **Project** or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Developer/Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and the Developer/Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
  21. The Developer/Promoter shall at all times also be entitled to put or allow anyone to put the name of the **Project** and/or the name, design and/or logo of the Developer and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Developer in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Developer and the Allottee or the Apartment Owners' Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
  22. The **Project** shall bear the name "**CANVAS**" or such other name as be decided by the Developer/Promoter from time to time. The name of the Project cannot be changed unless permitted by the Developer/Promoter in writing and it shall not be necessary for the Developer to grant any such permission.
  23. The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for all portions of the Building shall be prepared by Developer's Advocate, **Mr. Subhabrata Das ("Project Advocate")**. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Allottee of all the constructed spaces of the Building.

**SCHEDULE – H**  
**(COMMON RULES)**

- a) The lobbies, entrances and stairways of the **Project** shall not be obstructed and used for any purpose other than ingress to and egress from the **Apartment** in the Building.
- b) No occupier in the **Project** shall make or permit any disturbing noises in the

Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in his apartment with such intensity as will disturb or annoy other occupants of the Building.

- c) No article shall be allowed to be placed on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer and after formation of the Apartment Owners' Association such approval are to taken from the Apartment Owners' Association.
- d) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer or Apartment Owners' Association or FMC, as the case may be;
- e) Water-closets and other water apparatus in the **Project** shall not be used for any purpose other than those for which that were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the owners in whose apartment/shop/commercial space it shall have been caused.
- f) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators (except the service elevators, if any) or in any of the common portions of the **Project** unless accompanied. However in case there is no service elevator then such pets can be allowed along with its owner.
- g) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said **Project**.
- h) Garbage and refuse of the apartments shall be collected in properly sealed bags and shall be deposited only in places designated at such time and in such manner as may be specified by the Developer/FMC/ Apartment Owners' Association.
- i) Only drills can be used to drive nails into the walls of the apartments/shops/commercial spaces. However, no drills can be used in the kitchen or toilet without the supervision of the representative of the Developer or the Apartment Owners' Association, as the case may be.
- j) The entire **Apartment** has been provided with specific electrical loadings. So care should be taken to avoid any overloading of the electrical points. in case of overloading, MCBs provided within the **Apartment** will trip down.
- k) Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
- l) No unit/apartment owner shall send any employee of the Developer/Promoter or Apartment Owners' Association or FMC on any private business or personal errand.
- m) Colour of external balcony shall not be changed as the same will then change the elevation of the **Project**.
- n) No games or sporting activities are allowed which may cause damage to the landscaped areas or the **Project**.
- o) The lobby should be kept clean at all times.
- p) No tenant of a apartment shall be allowed to occupy such apartment unless the tenant is introduced to the designated representative of the Developer or

- the Apartment Owners' Association or the FMC so that he may be recognized as a bona fide occupant of the apartment for security and billing purpose.
- q) To register all domestic helps and drivers along with current photographs with the Developer or the Association, as the case may be, and obtain identity cards that the Developer or the Apartment Owners' Association or the FMC, as the case may be, will issue them after they fill up an information sheet that the Developer or the Apartment Owners' Association or the FMC, as the case may be, will provide them. In the interest of security no domestic helps and drivers shall be allowed entrance into the **Project** till this formality has been complied with. These identity cards shall be collected from any domestic help or driver whose services are terminated and deposited with the owner/promoter or the Apartment Owners' Association or the FMC, as the case may be so that records can be updated. The occupier concerned shall be solely responsible and liable to make good any loss that may be sustained by any person for non-compliance of the above guideline by such occupier.
  - r) While sending any goods or materials out of the entire **Project** by the help of domestic helps/contractors or any other person, appropriate authorisation shall have to be provided to such carriers of such goods so that there is no risk of thefts. 'Material Out Gate Pass' register will be available with the security desk and the occupier concerned shall be responsible to ensure that the Material Out Gate Pass register is filled up at all times by such carriers of goods or materials.
  - s) Pets shall be immunized and be kept on a leash while in the common areas of the complex. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the complex campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.
  - t) Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
  - u) No bills shall be stuck anywhere on the **Project** or in any place within the Project.
  - v) No cooking will be allowed in the Common Areas, Parking Spaces and Servants Quarter by the Apartment Owners, any staff, servant, worker or anybody else except the place(s) which shall be designated for the same by the Developer or the Apartment Owners' Association.
  - w) Electrical fittings can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
  - x) Any damage to the common property inflicted by any resident would be penalized by compensation of the actual amount for repair/replacement.
  - y) Car parking stickers should be obtained from the Apartment Owners' Association (as and when created by Association) in order to allow the Apartment Owners' Association or FMC or Promoter to track authorized vehicles.
  - z) The Developer/Promoter or Apartment Owners' Association or FMC shall be at liberty to decide from time to time car parking charges for visitors' cars and the occupier concerned shall be responsible to pay the same in case the visitors refuse to pay.
  - aa) The Allottee, other apartment owners and the residents of the Building shall not be entitled to park their cars or vehicles at the Visitors' Parking Spaces.
  - bb) Allow the Developer/Promoter to install Neon Sign on the ultimate roof or on

the facade or terrace of the building or a portion of the boundary wall and the Allottee hereby consents and waives all rights to enable the Developer to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

### **Fit-out Rules/Guidelines**

The Developer/Promoter/FMC/ Apartment Owners' Association reserves the rights to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the occupiers fit-out processes so as to ensure that:

- (i) The fit-out works are carried out in accordance with the approved plans;
- (ii) The fit out works are in compliance with the guidelines as framed by Developer/Promoter/FMC/ Apartment Owners' Association.

### **SCHEDULE – J** **(EASEMENTS)**

1. The Allottee shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto Excepting And Reserving unto the Owners, Promoter and the other Co-owners and the Apartment Owners' Association the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly set forth below.
2. The right of access and way in common with the Owners, Promoter and/or other occupiers of the said **Project** at all times and for all normal residential purposes connected with the use and enjoyment of the common areas installations and facilities.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee or any person, deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Owners, Promoter and the other Co-owners and the Apartment Owners' Association entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the **Project** so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.

6. The right of the Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the **Project** for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the building and the Common Areas and Installations Insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Owners, Promoter and/or Apartment Owners' Association and/or the co-owner affected thereby.

The undermentioned rights easements quasi easements and privileges appertaining to the premises shall be excepted and reserved for the Owners, Promoter and other Co-owners and/or occupiers of the other part or parts of the **Project**:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the **Project** at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.
2. The right of flow in common with the Allottee and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the **Project** through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the **Project** as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the **Project**.
3. The right of protection of other part or parts of the **Project** by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the **Project**.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the Owners, Promoter and Apartment Owners' Association and the occupiers of other part or parts of the **Project** shall give to the Allottee a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

**MEMORDANDUM OF PART PAYMENT OF TOTAL PRICE**

**RECEIVED** a sum of **Rs...../- (Rupees .....)** only as part consideration/**Total Price** for the said Unit as mentioned in **SCHEDULE – B** of this Agreement from the Allottee as follows:

<b>Particulars of the Part of Total Price</b>	<b>Amount (INR)</b>
<b>Application Money:</b> By Cheque No. _____, dated _____ drawn on _____	<b>Rs. ....../-</b>
<b>At the time of this Agreement:</b> By Cheque No. _____, dated _____ drawn on _____	<b>Rs. ....../-</b>
<b>TOTAL AMOUNT</b>	<b>Rs. ....../-</b>

**SIGNED SEALED & DELIVERED** by the  
**PARTIES** in the Presence of :-  
**WITNESSES:**

1,



**SIGNATURE OF THE  
DEVELOPER/PROMOTER**

2.

**IN WITNESS WHEREOF THE PARTIES HEREINABOVE NAMED HAVE SET  
THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN  
THE PRESENCE OF WITNESSES ON THIS THE DAY FIRST ABOVE WRITTEN.**

**SIGNED SEALED & DELIVERED by the  
PARTIES in the Presence of :-**

**WITNESSES:**

1,

**SIGNATURE OF THE OWNERS  
Represented by their Lawful  
Constituted Attorneys**

2.

**SIGNATURE OF THE**

IN WITNESS WHEREOF THE PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF WITNESSES ON THIS THE DAY FIRST ABOVE WRITTEN.

SIGNED SEALED & DELIVERED by the PARTIES in the Presence of :-  
WITNESSES:

1.

SIGNATURE OF THE OWNERS  
Represented by their Lawful  
Constituted Attorneys

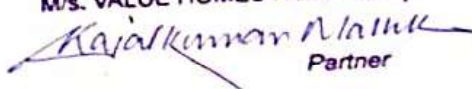
2.

SIGNATURE OF THE  
DEVELOPER/PROMOTER

SIGNATURE OF THE  
ALLOTEE/PURCHASER

Drafted and prepared in my chamber

Subhabrata Das, Advocate  
High Court at Calcutta  
Enrollment No. WB/1114/2001

M/s. VALUE HOMES HOUSING ,  
  
Partner